

W&G Baird Limited Terms & Conditions

Definitions

- A. "Printer" means the party providing the goods or services under these terms and conditions.
- B. "Customer" means the party contracting with the Printer to acquire the good and services supplied under these terms and conditions.
- C. "Work" means all goods (by way of intermediate or finished product) and services supplied by the Printer to the Customer.
- D. "Intermediates" means all products produced during the manufacturing process including non-exhaustively discs, film, plate, and intellectual property.
- E. "Preliminary Work" means all work done in the concept and preparatory stages (including non-exhaustively design, artwork, colour matching, waste process materials).
- F. "Electronic File" means any text, illustration or other matter supplied or produced by either party in digitised form on disc, through a modem, or by ISDN or any other communication link.
- G. "Periodical Publications" means publications produced at (normally regular) intervals.
- H. "Insolvency" means the Customer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him.

General

- A. All contracts shall incorporate the following terms and conditions that prevail over any inconsistent or previous terms and conditions contained in the customer's order form, correspondence or otherwise. The Printer shall not be bound by any condition, warranty, standing in representation or statement whether written or oral at variance with these terms and conditions unless the same is agreed in writing and signed by the Company's directors.
- B. Any quotation submitted by the printer is an invitation to treat not an offer. The placing of any order by the customer orally or in writing whether in electronic or paper form and whether or not a quotation has been submitted shall constitute an offer by the customer and a contract shall be effected when such offer is accepted by the printer and not at any earlier time. Quotations shall only be open for the making of an offer within the period stated therein or, where no period is specified, within 30 days from the date thereof.
- C. Any orders placed by the customer with an employee or representative of the Printer are subject to written acceptance by the printer in accordance with this clause.
- D. Any instructions not received in writing by the company cannot be relied upon in cases of dispute for whatever reason and will be deemed as not being received at all.

1. Price Variation

- A. Quotations are based on the Printers current costs of production and currency costs, and unless otherwise agreed, are subject to amendment on or at any time before acceptance, where such amendment is required in order to meet any rise or fall in such costs.
- B. If the price provided is for the product to be bulk packed on pallets, and the job requires further packaging the following costs will be applied. If shrink-wrapped in suitable quantities, there will be a charge of 10 pence per pack. If packed in cartons it will cost 75 pence per standard A4 carton. If both shrink-wrapping and boxing is required, the charge will be 85p per box. Please contact us if you require assistance in calculating the number of packs required.

2. Tax/Tariffs

- A. Quotations are exclusive of all taxes and Tariffs and the Printer reserves the right to charge, and the customer will pay, the amount of any value added tax or Tariff or other tax payable where charged without dispute.

3. Preliminary Work

- A. All work carried out shall be charged. This includes all Preliminary Work whether the Customer agrees to that work being taken forward to production or not.

4. Copy

- A. All prices are inclusive of one set of hard copy proofs. Any additional work required of the Printer by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged on a time and materials basis to cover such additional work. All additional requests for further hard copy proofs are to be charged as set out in 5(e).

5. Proofs

- A. Where the company offers or makes available to the customer a set of printers proofs, either in hard or soft copy, it is the responsibility of the customer and not the printer to ensure that the content of the proofs matches the customers' expectations in terms of content, layout and colour. The Printer will bear no responsibility for errors, comments or complaints not reported at this stage. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Printer discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis. Where the customer specifically waives any requirement to examine proofs, the Printer is indemnified by the Customer against any and all errors in the finished work.
- B. Where schedules are agreed, artwork should be supplied to the Printer and approved by 12pm noon on the date expected otherwise the delivery date could be affected
- C. Please note extra costs per page will be charged if pages are re-supplied.
- D. All Prices are subject to sight of final origination and are exclusive of all authors' corrections. Each quotation for processing files is subject to these being compatible with those of the "Printer" and that all required fonts are from our own library. We would recommend that all 'live' matter should be no closer than 6mm from the trim edge, otherwise there may be a risk that some 'live' matter may be trimmed off.
- E. Remote or soft proofs - free of charge. Additional sets of Hard copy Proofs to be charged extra: High-res proofs - £5.00 per A4/A5 page, Low-res proofs - £1.00 per A4/A5 page.

- F. Due to storage space limitations, please note we are able to store customer-supplied files for a maximum of three months following production after which they will be disposed of without further notice.
- G. Please note our standard screen resolution for output of plates is 200 screen for any sheet fed sections. Please consult with your representative if you require clarification or if you wish output screen values to be changed.
- H. If the customer approves proofs, the Printer will strive to obtain the best approximation of the tones (according to printing technologies and number of copies required) however due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and completed job will be deemed acceptable.

6. Copyright

- A. Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Printer shall vest in and belong to the Printer. The Printer may use any artwork or printing produced by itself for the purposes of promoting itself. The customer, both body corporate and personally, shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the Printer to reproduce the same. The customer shall indemnify and hold the Printer and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by the Printer infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.
- B. All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by the Printer are the intellectual property of the Printer. No reproduction of any part is allowed without written permission.

7. Commercial Acceptability

- A. Rubbing – due to the nature of silk and matt papers there is always a risk of rubbing/marketing throughout the product.
- B. The main areas for concern are:
 - a. Cover pages with heavy ink coverage
 - b. Laminated Covers with heavy or dark coloured ink coverage.
 - c. Covers printed with a 5th colour on matt/silk paper
 - d. Front or back Covers or outer text pages that remain predominately unprinted.
- C. The Printer can take no responsibility when rubbing and marking occurs on jobs printed on Silk or Matt papers.
- D. Paper brand, price and availability of the suggested stock are subject to assessment at the time of acceptance of the customer order and this is not required to be communicated by the Printer.
- E. Where a customer requests the company purchases raw materials such as paper (the "goods"), specifically required to complete a customer order, and these goods are not used in part or in full within 30 days of the goods being received by the company, the customer agrees to accept without dispute an invoice for these goods, payable in 30 days from the

date of invoice, separately to the main production invoice, whether or not a price for these goods has been agreed separately on the quotation supplied.

8. Delivery & Payment

- A. Delivery and work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.
- B. Unless otherwise specified the price quoted is for standard delivery* of the work to the customer's kerbside address as set out in the quotation and the customer will make arrangements for offloading and for any additional transportation to its storage facility. A charge may be made to cover any extra costs involved for delivery to a different address.
- C. * Standard delivery - delivery on all quotations is based on a single van (LGV) drop to the Customer's kerbside address and file copies to the customer address. Specific requirements including storage, Time sensitive deliveries, Tail lift lorries, manual un-loading of goods will be charged extra. Delivery involving difficult access and/or unreasonable distance from vehicular access could result in an extra charge to reflect extra costs incurred.
- D. Completion and delivery times are a guide only and whilst the Printer will make every effort to adhere to proposed timescales, time is not of the essence in any contract with the Customer. Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.
- E. The Printer does not have any control over the Royal Mail or any other courier or delivery companies. Some deliveries may be delayed due to your location, accidents or local disruptions outside of our control. In these instances, the Printer will not be liable for any consequential loss and the delivery will be deemed to be accepted when actually tendered.
- F. Save as may be expressly agreed between the Printer and the Customer in writing, payment in full must be made within 30 days following the date of the invoice. The Printer, at his absolute discretion, may ask for part or full payment in advance of starting the Work.
- G. Should work be suspended at the request of, or delayed through, any default of the customer for a period of 30 days the printer shall then be entitled to payment for work already carried out, materials specially ordered, wastage of resources that cannot otherwise be used and other additional costs, including storage.
- H. Should the suspension or delay in 7(G) above extend beyond 60 days the Printer shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional costs.
- I. Credit facilities may be granted to applicants who complete the Printer's Credit Account Application Form and who satisfy the Printer's criteria as set out from time to time. Where facilities are granted the Printer reserves the right to withdraw them at any time, without having to give their reasons. In such a case, all outstanding invoices become due and Payable immediately
- J. If Credit Facilities have been granted, payment is due by the end of the month following the month of Invoice unless otherwise agreed in writing by the Printer. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Customer.
- K. Should the Printer receive advice of an unpaid cheque or other instrument of payment, credit terms previously offered shall be revoked and all outstanding invoices will become due for payment immediately.

9. Variations in Quantity

- A. Every endeavor will be made to deliver the correct quantity ordered however some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and that the Printer shall have no liability in respect of such variations. Over-runs and under-runs will not exceed 10% of the printing quantity ordered. The printer will bill for the actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the client must state this at quotation stage.

10. Claims

- A. Advice of damage, delay or partial loss or shortage of goods in transit or of non-delivery must be given in writing to the Printer and the carrier within 2 clear days of delivery (or, in the case of non-delivery within 3 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Printer within 3 clear days of delivery (or, in the case of non-delivery, within 5 days of despatch). All other claims must be made in writing to the Printer within 7 days of delivery. The Printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible. Failing this, the buyer will be deemed to have accepted the work.

11. Liability

- A. Except in relation to contracts with persons dealing as consumers, all representations, guarantees, undertakings, conditions and warranties (whether expressed or implied, statutory or otherwise) are excluded from this contract.
- B. In no circumstances shall the Printer be under any liability for negligence or otherwise in respect of any advice given to the customer.
- C. Insofar as is permitted by law where Work is defective for any reason, including negligence, the Printer's liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the Work.
- D. Where the Printer performs its obligations to rectify defective Work under this condition the Printer shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Work and the Customer shall not be entitled to any further claim in respect of the Work nor shall the Customer be entitled to repudiate the contract, refuse to pay for the work or cancel further deliveries.
- E. Defective Work must be returned to the Printer before replacement or credits can be issued. If the subject Work is not available to the Printer the Printer will hold that the Customer has accepted the Work and no credits or replacement Work will be provided.
- F. The Printer shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the work or for any loss to the Customer arising from delay in transit not caused by the Printer. Nor shall the Printer be held liable for late delivery caused by the action of, or delay on, the part of the Customer.
- G. Where the Printer offers to replace defective Work the Customer must accept such an offer unless he can show clear cause for refusing so to do. If the Customer opts to have the work re-done by any third party without reference to the Printer the Customer automatically revokes his right to any remedy from the Printer, including but not exclusively the right to a credit in respect of Work done by the Printer.
- H. Where the Work will be forwarded by or on behalf of the Customer to a third party for further processing the Customer will be deemed to have inspected and approved the Work prior to forwarding and the Printer accepts no liability for claims arising subsequent to the third party's processing.

- I. The Printer reserves the right to reject any work forwarded to him after initial processing by a third party as soon as is reasonably practicable without processing the work any further. Should the Customer require the Printer notwithstanding to continue, then the Printer is only obliged to do so after confirmation from the Customer in writing.

12. Standing Material

- A. Metal and other materials owned by and used by it in the production of plates, film-setting, negatives, positives and the like shall remain the exclusive property of the Printer. Such items when supplied by the customer shall remain the customer's property.
- B. Lithographic work or other materials supplied by the customer may be effaced or destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, the Printer shall be entitled to make additional charges.

13. Customer's Property

- A. The customer's property and all property supplied to the Printer by or on behalf of the customer shall while it is in the possession of the Printer or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly.
- B. Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work, the Printer shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).

14. Materials Supplied by the Customer

14.1 Electronic Files

- A. It is the Customers responsibility to maintain a copy of any original Electronic File provided by the Customer to the Printer.
- B. PDF's: Prices are based on supplying artwork in PDF format via our Insight file submission and approval system. All PDF files, however supplied must be supplied to our specifications and settings. These settings can be found at www.wgbaird.com. The Printer cannot take responsibility for errors caused by files not supplied in this format.
- C. The Printer shall not be responsible for checking the accuracy of supplied input from an electronic file.
- D. Without prejudice to the clause 14.1c , if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the printer may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his rights to payment for work done/material purchased

14.2 Other Materials

- A. Metal, film and other materials owned by the Customer and supplied to the Printer for the production of type, plates, film - setting, negatives, positives, electronic files and the like shall remain the Customer's exclusive property however where the content is generated by the Printer, the Printer may, in order to protect his intellectual property rights and at his absolute discretion, replace such material with unused material of a similar or better quality.
- B. The Printer may reject any film, discs, paper, plates, electronic files or other materials supplied or specified by the Customer which appear to him to be unsuitable for the purpose

intended. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.

- C. Without prejudice to clause 13.1.b, where materials are so supplied or specified, and the Printer so advises the Customer, and the Customer instructs the Printer in writing to proceed anyway, the Printer will use reasonable endeavours to secure the best results, but shall have no liability for the quality of the end-product(s).
- D. Quantities of materials supplied shall be adequate to cover normal spoilage. Any costs incurred as a result of shortages, including re-starting jobs, duplicating masters etc will be charged in addition to the estimated price.
- E. Normal spoilage, cut-off waste and waste products produced in the production process will be destroyed by the Printer and will no longer be the property of the Customer.

14.3 Risk and storage

- A. The Printer shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Printer before receipt of the order or after notification to the Customer of completion of the work.

14.4 Finished Goods

- A. The risk in the Work and all goods delivered in connection with the Work shall pass to the Customer on delivery or attempted delivery and the Customer should insure accordingly.
- B. On completion of the Work, if agreed between the Customer and the Printer, the Printer may store the Customer's materials and Work and delivery will be deemed to be accepted by the Customer, for a maximum of 20 working days, after which time they will be destroyed without further notice. The customer shall nevertheless remain liable for payment in respect of the relevant order.

15. Insolvency

- A. If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or has a winding-up petition issued against it or a person commits an act of bankruptcy or has a bankruptcy petition issued against it, the Printer without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to the Printer, and in respect of all unpaid debts due from the customer have a general lien on all goods and property in the Printer's or Customers possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Printer thinks fit and to apply the proceeds towards such debts.

16. Illegal Matter

- A. The Printer shall not be required to print any matter that in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.

- B. The printer, both body corporate and personally, shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

17. Periodical Publications

- A. A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks' notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks' notice in writing is given in the case of other periodicals. Notice may be given at any time but whenever possible should be given after completion of work on any one issue. Nevertheless, the Printer may terminate any such contract forthwith should any sum due there under remain unpaid.
- B. In the event of such notice being given by the Customer as referred to in section 17 paragraph a) the Printer shall be at liberty to charge to the Customer the cost of any materials purchased by the Printer to fulfil the contract if such materials cannot be used by the Printer in the course of its business. If the Printer cannot use such materials and the Printer incurs a loss in selling the materials, then the Customer shall repay to the Printer such loss as the Printer incurs.

18. Full Colour Printing

- A. All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the Printer shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Printer or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order. In any event, the Printer will have the final decision on any disputes involving colour reproduction and intolerances.

19. Data Protection

- A. By placing an order with the Printer, the customer consents to its details being passed on to the Printer for accounting and marketing purposes. The Printer will keep the details even after the customer's trading relationship with the Printer has terminated. The Printer may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any others matters that the Printer consider may be of interest to customers.

20. Force Majeure

- 1. The Printer shall be under no liability if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

21. Variation to Terms and Conditions

- A. These terms and conditions may be amended from time to time. The latest version of these terms and conditions may be accessed via the Website.

22. Law

- A. These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with the law of Northern Ireland. Northern Ireland Courts shall have jurisdiction in relation to any matters arising in connection with any contract between the Printer and the customer into which these terms are incorporated. If for any reason a court of competent jurisdiction in the customers country of residence finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.