

# Creative Squeeze Ltd – General Terms and Conditions

## 1. Price Variation

Estimates are based on Creative Squeeze's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

## 2. Tax

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Creative Squeeze reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

## 3. Preliminary Work

All work carried out, whether experimentally or otherwise, at customer's request shall be charged. A charge may also be made to cover any additional work involved where copy supplied is not clear and legible.

## 4. Proofs

Proofs of all work may be submitted for customer's approval and Creative Squeeze shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Creative Squeeze's judgement, changes therefrom made by the customer shall be charged extra. Creative Squeeze shall be under no liability for error if it is authorised by the customer to proceed to print without proof or if alterations are made verbally.

## 5. Delivery and payment

- (a) delivery of all 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 delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address
- (c) should expedited delivery be agreed on extra may be charged to cover any overtime or any other additional costs involved
- (d) should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Creative Squeeze shall then be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage
- (e) Creative Squeeze shall not be liable for any loss to the customer arising from delay in transit not caused by Creative Squeeze

## 6. Variations in print quantity

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 percent being allowed for overs or shortage (8 percent for quantities exceeding 50,000) the same to be charged or deducted. Creative Squeeze will not be held responsible for the quality of any print sourced by the customer.

## 7. Variations in print colour

Due to the nature of the printing process, colour consistency and matching cannot be guaranteed.

## 8. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Creative Squeeze and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Creative Squeeze and the carrier within seven clear days of delivery (or, in the case of non-delivery within 42 days of despatch). All other claims must be made in writing to Creative Squeeze within 28 days of delivery. Creative Squeeze shall not be liable in respect of any claim unless aforementioned requirements have been complied with except in any particular case where the customer proves that;

- (a) it was not possible to comply with the requirements and
- (b) advice (where required) was given and the claim made as soon as reasonably possible.

## 9. Standing Material

- (a) materials owned by Creative Squeeze and used by it in production, electronically stored data prepared by Creative Squeeze, along with materials, negatives, positives, plates and the like shall remain its exclusive property. Such items when supplied by the customer shall remain the customer's property
- (b) all work may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the later event, rent may be charged.

## 10. Customer's property

- (a) except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to Creative Squeeze by or on behalf of the customer shall while it is in the possession of Creative Squeeze or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly
- (b) Creative Squeeze shall be entitled to make a reasonable charge for the storage of any customer's property left with it before receipt of the order or after notification to the customer of completion of the work.

## 11. Materials supplied by the customer

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- (a) Creative Squeeze may reject any paper, plates or other materials supplied or specified by the customer which appear to it to be unsuitable. Additional costs 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 should have been avoided but for unreasonable delay by Creative Squeeze ascertaining the unsuitability of the materials then that amount shall not be charged to the customer
- (b) where materials are so supplied or specified, Creative Squeeze will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified
- (c) quantities of materials supplied shall be adequate to cover normal spoilage.

### 12. Insolvency

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Creative Squeeze without prejudice to other remedies shall

- (i) 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 it and,
- (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and propriety in its possession (whether worked 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 it thinks fit and to apply the proceeds toward such debts.

### 13. Illegal matter

- (a) Creative Squeeze shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party
- (b) Creative Squeeze 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.

### 14. Periodical publications

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, 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless Creative Squeeze may terminate any such contract forthwith should any sum due thereunder remain unpaid.

### 15. Force majeure

Creative Squeeze shall be under no liability if it shall be unable to carry out any provision of the contract 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 Creative Squeeze elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 16. Payment

- (i) Subject to any terms of payment stated in the quotation or tender or otherwise agreed in writing, all accounts shall be paid net at Creative Squeeze's offices on or within 30 days of date of invoice. Cheques and money orders shall be made payable to or to the order of Creative Squeeze. Only Creative Squeeze's official receipts issued from its offices will be treated as valid
- (ii) At Creative Squeeze's total discretion interest and compensation on outstanding invoices will be charged either in accordance with The Late Payment of Commercial Debts Regulations 2002 or at the rate of 5% above the base rate of the National Westminster Bank at the date of invoice and/or completion of the contract on the remaining balance of all invoices which are overdue for a period in excess of 30 days.
- (ii) notwithstanding Condition 17 Creative Squeeze shall, without prejudice to its other rights, have the right by notice in writing to the customer to demand immediate payment of all monies due from the customer to Creative Squeeze for any goods delivered at whatever time.

### 17. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.