

## WPG Terms & Conditions

### 1. PRICE VARIATION

Estimates are based on WPG Ltd.'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

WPG Ltd reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc., which are 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.

### 4. COPY

A charge may be made to cover any additional work involved where incorrect files are supplied.

### 5. PROOFS

Proofs of all work may be submitted for customer's approval and the printer 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 WPG Ltd.'s judgement, changes therefrom made by the customer shall be charged extra.

### 6. COPYRIGHT

The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The customer will indemnify WPG Ltd and their agents from any claim arising thereof.

### 7. DELIVERY AND PAYMENT

- Goods should be checked carefully on delivery and signed for to acknowledge receipt in a satisfactory condition.
- When work has been completed the ownership shall pass and payments shall become due.
- On certain classes of work WPG Ltd reserves the right to insist upon payment being received prior to commencement of work.
- Any carriage arranged by WPG Ltd is on the customer's behalf and WPG Ltd is not liable for any delays arising out of that same carriage.
- Should expedited delivery be agreed, extra may be charged to cover any overtime or any other additional costs involved.
- Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days WPG Ltd shall then be entitled to payment for work already carried out, materials specially ordered and the other additional costs including storage.

### 8. COMPLETION DATES

WPG Ltd will try to meet agreed delivery dates but will not be liable for circumstances beyond their control.

### 9. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed or overs or shortage (4 per cent and 6 per cent respectively for quantities exceeding 50,000).

### 10. CLAIMS

Any query regarding the invoice or the goods supplied must be made to WPG Ltd in writing within 7 days of invoice date or delivery date, whichever is the latest. Any query regarding non delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. WPG Ltd 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.

### 11. LIABILITY

WPG Ltd shall not be liable for any loss to the customer arising from delay in transit not caused by WPG Ltd.

### 12. STANDING MATERIAL

All materials owned by WPG Ltd and used by them in production such as plates and film shall remain their exclusive property. Unless written instructions to the contrary are received they may be destroyed. WPG Ltd take no responsibility for damage to standing material - it is held at customers own risk and rent may be charged.

### 13. 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 to do so, customer's property and all property supplied to WPG Ltd by or on behalf of the customer shall while it is in the possession of WPG Ltd in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) WPG Ltd shall be entitled to make a reasonable charge for the storage of any customer's property left with WPG Ltd before receipt of the order or after notification to the customer of completion of the work.

### 14. MATERIALS SUPPLIED BY THE CUSTOMER

(a) WPG Ltd may reject any paper, plates, discs or other materials supplied or specified by the customer which appear to them to be unsuitable. 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 WPG Ltd in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied, WPG Ltd 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.

(d) Customers must inform WPG Ltd if they wish to have supplied discs returned, otherwise they will be destroyed.

### 15. INSOLVENCY

If the customer ceases to pay his debt 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, WPG Ltd 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 him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his 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 he thinks fit and to apply the proceeds towards such debts.

### 16. ILLEGAL MATTER

(a) WPG Ltd shall not be required to print any matter which in their 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) WPG Ltd reserves the right to refuse to print any matter which in their opinion, may be prejudicial or detrimental to the good of WPG Ltd.'s business.

(c) WPG Ltd 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. FULL COLOUR PRINTING

Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the process involved, the printer shall not be required to guarantee an exact match in colour or texture between the customer's original colour photograph or transparency and the printed article. Customers who require colour reproduction of a specific standard must supply a previous printed copy for matching purposes. We advise customers to press pass colour sensitive jobs. It is the customer's own responsibility to ensure that the colour photograph(s) or transparency(ies) submitted are suitable for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

### 18. FORCE MAJEURE

WPG Ltd shall be under no liability if he 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 WPG Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 19. LAW

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

