

Evans Graphics Limited – CONDITIONS OF SALE

Evans Graphics Limited herein to be written as “EGL”, “Evans” or “the Company”. These conditions supersede any earlier conditions appearing elsewhere

1 PRICE VARIATION

- (a) Estimates are based on EGL’s 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. Estimates are valid for 30 days only unless otherwise agreed. Where no price is quoted, the price shall be EGL’s price currently in force at date of despatch.
- (b) The minimum order accepted by the Company for goods or services is £85.00 nett value

2 VALUE ADDED TAX

All prices stated or quoted by EGL are exclusive of Value Added Tax

3 LATE PAYMENT OF DEBT

If our payment terms are not met we will action The Late Payment of Commercial Debts (Interest) Act 1998 to recover interest and debt recovery costs on overdue invoices

4 PROOFS

Proofs of all work may be submitted for customer’s approval and EGL 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 EGL’s judgement, changes there from made by the customer shall be charged extra

5 DELIVERY & PAYMENT

- (a) Delivery of work shall be accepted when tendered and payment shall become due. (i)
- (b) Unless otherwise agreed the price quoted for printed matter is EX-WORKS. Deliveries requested, unless otherwise quoted, are charged at our carrier’s commercially accepted rate, plus a minimum 5%.
- (c) Should an expedited delivery be requested, an additional charge may be applied in respect of any overtime or other additional unforeseen costs incurred.
- (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days, EGL shall then be entitled to payment for work already carried out, materials specially ordered and any other additional costs including storage

6 PRINTER’S VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but estimates / quotations are conditional upon margins of 5% for work in one colour only, and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted

7 CLAIMS

Advice of damage, delay or partial loss of goods in transit or non-delivery must be given in writing to EGL 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 of thereof, must be made in writing to EGL 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 EGL within 28 days of delivery. EGL shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in the 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

8 FORCE MAJEURE

EGL shall be under no liability if it is unable to carry out any provision of any relevant contract for any reason beyond its control

9 STANDING MATERIAL

- (a) Metal, film, wood and other materials owned by EGL and used by EGL in the production of screens, jigs, film-setting, negatives, positives and the like shall remain the exclusive property of EGL unless otherwise stated and subsequently charged in full for. Such items where supplied by the customer shall remain the customer’s property and be returned upon completion of order, unless otherwise agreed to be retained by EGL.
- (b) Type and film may be distributed off site and other items effaced immediately after the work is executed, unless written arrangements are made to the contrary. In the latter event, rent may be charged for storage retrieval.
- (c) EGL reserve the right to dispose of origination left in their keep after a period of 550 days has expired since last required for production use. Notification will be issued prior to disposal, giving 30 days grace for removal or alternate instruction

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 EGL by or on behalf of the customer shall while it is in the possession of EGL or in transit to or from the customer be deemed at the customer’s risk unless otherwise agreed and the customer should insure accordingly.

- (b) EGL shall be entitled to make a reasonable charge for the storage of any customer’s property left with EGL before receipt of the order, or after notification to the customer of completion of work

11 MATERIALS SUPPLIED BY THE CUSTOMER

- (a) EGL may reject any material, mouldings, screens, jigs, or other materials supplied or free-issued by the customer which appear to be unsuitable, unstable or damaged. Additional costs incurred if materials are found to be unsuitable or damaged during production may be charged except that if the whole or any part of such cost could have been avoided but for unreasonable delay by EGL in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
- (b) Where materials are so supplied or specified EGL will take every care to secure the best results but responsibility will not be accepted for imperfect work caused by defect in, or unsuitability of materials so specified.
- (c) Liability does not extend beyond the value of the print content in the event of errors happened upon free-issued materials.
- (d) Quantities of materials free-issued shall be adequate to cover normal expected 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 it’s debts or has a winding-up petition against it or being a person commits an act of bankruptcy or has a Statutory Demand under the insolvency act 1986 served upon him or them or has a bankruptcy petition issued against him. The Company without prejudice to other remedies shall; (a) have the right not to proceed further with the contract or any other work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt to him and; (b) 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 a manner and at such price as he thinks fit and to apply the proceeds towards such debts

13 ILLEGAL MATTER

- (a) EGL shall not be required to print any matter that in his 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) EGL shall be indemnified by the customer in respect of any claim, costs and expenses arising out of any libellous matter or any infringement of copyright, patent and 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 COPYRIGHT

The copyright in all design and preliminary work prepared by EGL or to its order, shall belong to EGL unless it has been agreed in writing before the date of the relevant contract, that it may be assigned by EGL to the customer

15 OWNERSHIP

All material prepared by EGL for the customer shall be the property of EGL whether it has been delivered to the customer or not until EGL’s charges under the relevant contract have been paid by the customer in full and the customer’s other obligations have been fulfilled

16 LIABILITY

- (a) EGL shall not be liable for indirect or consequential loss or third part claims occasioned by delay in completing the work.
- (b) Where the work is defective for any reason, including negligence, EGL’s liability (if any) shall be limited to rectifying such defect, notwithstanding, clause 12(c)

17 LAW AND JURISDICTION

English Law shall govern the whole of the contract between the Company and the customer. The English Courts shall have exclusive jurisdiction in all disputes arising out of any contract, which is subject to these conditions wherever the events leading to the dispute may have taken place

18 LIEN

In addition to any right to which the Company may be by law entitled, the Company shall have a general lien on all goods and free-issue materials of the customer’s in the Company’s possession, (although those goods and materials or some of them, may have been paid for), for any sums owed by the customer to the Company under the same or any other contract

19 APPLICATION

These conditions shall have effect in any contract between EGL and the customer whether or not the contract is evidenced by writing and whether or not such writing refers to these conditions

20 TERMS

All invoices to be paid nett 30 days unless otherwise agreed in writing