

# terms & conditions

**1. Price variation.** Quotations are based on Penpal Studio's current costs of production and materials 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.** Penpal Studio reserves the right to charge the amount of any value added tax payable whether or not included on the quotation or invoice.

**3. Copy.** A charge may 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 Penpal Studio shall incur no liability for any errors not corrected in proofs submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Penpal Studio's judgement, changes therefrom made by the customer shall be charged extra.

## **5. Delivery and Payment.**

(a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed. All goods will remain the property of Penpal Studio until payment is received in full.

(b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the quotation. A charge may be made to cover any extra costs involved for delivery to a different address.

(c) Whilst completion and delivery dates are given by Penpal Studio in good faith based upon information available. Such dates are not guaranteed and Penpal Studio accepts no liability for delay in completion and delivery howsoever caused and no delay shall entitle the customer to reject any such delivery or any further installment or part of the order or to repudiate the contract or order or any part thereof or to claim any damages or compensation in respect of any delay.

## **6. Overdue accounts.**

(a) The credit terms for established customers are that payment shall be made to Penpal Studio by the last day of the month following the month in which the invoice was issued.

(b) Penpal Studio reserves the right to apply interest to overdue accounts at a rate of 4% above the prevailing bank base rate (calculated on a daily basis) on all unpaid invoices from the day when the credit term period has been exceeded.

**7. Copyright.** The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The customer will indemnify Penpal Studio for any claim arising therefrom.

## **8. Liability.**

(a) Penpal Studio shall not be liable for any loss to the customer arising from the delay in transit not caused by Penpal Studio.

(b) Penpal Studio will not accept any liability whatsoever for goods damaged in transit unless notice in writing of such damages is given to Penpal Studio within three days of receipt of the goods by the customer.

(c) In the event of non-delivery, Penpal Studio will not accept liability unless notice in writing of such non-delivery to Penpal Studio within 42 days of the date of despatch.

(d) The maximum liability Penpal Studio shall face will under no circumstances exceed the quoted value of the work. Consequential loss claims will not be entered into.

## **9. Standing material.**

(a) All computer files, digital scans, metal, film and other material produced by or owned by Penpal Studio and used by the company in the production of plates, film-setting, negatives, positives and the like shall remain the exclusive property of Penpal Studio. Such items when supplied by the customer shall remain the customer's property.

(b) Whilst all reasonable care will be taken by Penpal Studio to archive electronic data, no responsibility can be accepted by Penpal Studio for failure of future retrieval of files due to corrupted storage media, faulty software or faulty hardware.

(c) Lithographic, photographic, or other work may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

## **10. Materials supplied by the customer.**

(a) Penpal Studio may reject any computer files, digital scans, paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable or of incorrect format. 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 Penpal Studio 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, Penpal Studio 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) It is in the customer's own interest to ensure that any colour photograph(s) or any transparency(ies) submitted are of the highest possible standard for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

**11. 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 deemed 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, Penpal Studio without prejudice to other remedies shall:

(a) 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

(b) in respect of all unpaid debts due from the customer have general lien on a goods and property in his possession (whether work 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 to apply the proceeds towards such debts.

## **12. Illegal matter.**

(a) Penpal Studio shall not be required to print any matter which 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) Penpal Studio 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.

**13. Force majeure.** Penpal Studio shall be under no liability if unable to carry out any provision of the contract for any reason beyond their 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 of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such contingency the customer may by written notice to Penpal Studio elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.