

General Contractual Terms and Conditions

1. **PRICE VARIATION AND ESTIMATES** - Estimates are based on the current costs of production and unless otherwise agreed, are subject to amendment at any time after acceptance to meet any rise or fall in such costs. Total Mail Ltd. will not be held to any price estimated over the telephone. A firm quotation will be given only on sight and receipt of work.
2. **TAX** - Except in the case of a customer who is not contracting in the course of a business nor holding themselves out as doing so, we reserve 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 customers request shall be charged.
4. **COPY** - A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
5. **PROOFS** - Proofs of all work may be submitted for customer's approval and Total Mail Ltd. 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. Any client that is shown a proof and fails to see and correct an error has accepted that error on his work and can under no circumstances disclaim payment.
6. **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 the ownership shall pass when payment has been received.
(b) Unless otherwise specified the price quoted is for work collected from our address. A charge may be made to cover any extra costs involved for delivery to a different address.
(c) Should expedited delivery be agreed any extra sum may be charged to cover any overtime or any additional costs involved.
(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 14 days Total Mail Ltd. shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs involved. Total Mail Ltd. shall at its discretion be entitled to charge interest at up to 5% above base lending rate from time to time per annum on any account which remains unpaid after the due date, and such interest shall accrue due and be chargeable from the date that the work is completed and ready for collection. Total Mail Ltd. shall be entitled to recover from the customer all costs and disbursements incurred by the company in employing a solicitor, debt collector or other third party to enforce or collect payment of any overdue account. While an account is overdue for payment Total Mail Ltd. may withhold or suspend performance of any outstanding contractual obligation.
(e) Payment terms are 30 days nett from date of invoice.
7. **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 for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
8. **CLAIMS** - Advice of damage delay or partial loss of goods in transit or of non-delivery must be given in writing to Total Mail Ltd. and the carrier within three clear days of delivery (or in the case of non delivery within 14 days of despatch of the goods) and any claim in respect thereof must be made in writing to Total Mail Ltd. and the carrier within seven days of delivery (or in the case of non delivery, within 14 days of despatch.) All other claims must be made in writing to Total Mail Ltd. within 5 days of delivery. Total Mail 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 (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. **LIABILITY** - Total Mail Ltd. shall not be liable for any loss to the customer arising from delay in transit not caused by Total Mail Ltd.
10. **STANDING MATERIAL** - Materials owned by Total Mail Ltd. and used by them in the production of type-setting, negatives, positives and the like shall remain their exclusive property. Such items when specially supplied by the customer shall remain the customer's property.

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11. CUSTOMER 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, customers property and all property supplied by or on behalf of the customer shall while it is in the possession of Total Mail Ltd. or in transit to or from the customer be deemed to be customers risk unless otherwise agreed and the customer should insure accordingly. (b) Total Mail Ltd. 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.
12. MATERIALS SUPPLIED BY THE CUSTOMER - (a) Total Mail Ltd. may reject any paper or other materials supplied or specified by the customer, which appear to him 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 Total Mail Ltd. 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, Total Mail 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.
13. 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, Total Mail 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.
14. ILLEGAL MATTER - (a) Total Mail Ltd. shall not be required to print any matter which in their opinion is or may be of an illegal or libellous nature or any infringement of the proprietary or other rights of any third party. (b) Total Mail 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.
15. FORCE MAJEURE - Total Mail Ltd. shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control (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 Total Mail Ltd. elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
16. LAW - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

FOR AND ON BEHALF OF: Total Mail Ltd.

FOR AND ON BEHALF OF:

NAME

NAME

TITLE

TITLE

DATE

DATE

WITNESS

WITNESS

Note that these conditions of contract must be signed by the individuals of the above mentioned companies that have official signatory or power of attorney.