

Any work undertaken by Rexpo UK Limited (Trading name Rexprint.co.uk) is subject to these terms and conditions:

## 1. Applicability of Terms.

These are our Standard Terms of Business which apply to all work which we do, except where otherwise agreed; by instructing us to proceed you accept these terms which are subject to and comply with the Unfair Contract Terms Act 1977.

## 2. Charges and Payment.

Where no price has been agreed we will charge you a reasonable price depending upon the work or goods involved. We will charge Value Added Tax where appropriate. This may not be shown on the estimate. We will charge for all preliminary work which is produced at your request. If a credit account has been agreed, we reserve the right to charge interest on overdue accounts per month on the amount outstanding. Estimates are based on the current costs of production and are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

## 3. Copyright and Retention of Title.

We retain copyright in all work done by us but we will always consider selling it at a fee to be agreed. Goods sold to you shall be at your risk from the time of delivery. Except for copyright property in goods sold to you shall not pass to you until full payment. Until such payment we retain all rights of ownership in the goods including the right to repossess them at any time. Until such payment or repossession you must keep the goods in such manner that they remain identifiable as our property. If we decide to exercise our right to repossess any goods in respect of which full payment has not been made we shall be entitled at any time to enter any premises of yours (using no more force than is reasonable) for the purpose of exercising such right and we shall have the right to search your premises for our goods.

## 4. Quality of Goods Supplied.

Goods supplied by us shall be of merchantable quality fit for their intended purpose in accordance with the Sale of Goods Act 1979. No further or other obligation is undertaken as to the description, quality or fitness of goods supplied. Please allow an approximate 10% swing for overs or unders. Please also allow 10% swing in colour balance.

## 5. Artwork Supplied.

We accept no responsibility for any artwork supplied to us in any form. All artwork supplied should meet our technical specifications. A technical specifications sheet is available upon request.

## 6. Quality of Work Done.

Except where otherwise agreed we promise to exercise reasonable care in carrying out your instructions and (insofar as instructed) in giving advice to you. Save as set out above we shall have no further or other obligation or liability in respect of the work carried out or in respect of any omission or default in relation thereto.

## 7. Time.

We always make every effort to deliver goods and to perform work within the time that is stated or requested but if we exceed turnaround time, we do not except any responsibilities or losses.

## 8. Your Property.

Although we always aim to take reasonable care of your property we do not accept legal liability arising from any loss or damage to it. All your property is held at your risk. While we take every care to obtain the best results responsibility cannot be accepted for imperfect work caused by the defects in or unsuitability of materials or equipment supplied by you.

## 9. General Limitation of Liability.

Except as expressly stated we cannot be expected to and do not undertake liability to you for losses which might be incurred through delay for performance or non-performance and further we do not insure against such loss. All liability for such losses is therefore excluded. All claims arising from damage, delay or partial loss of goods in transit or of any other nature must be made in writing to us within 7 days of delivery or non-delivery. Please note whilst we will make every attempt in providing goods suitably packaged for transit, we do not accept liability for goods sent to you by third party couriers. We shall not be liable for interest or consequential loss or for any loss to you arising from third party claims whether arising out of the order or by delay in delivery. Artwork must be checked by you at all times and corrections must be clearly marked. Once the final proof has been passed by you then we will not be liable for any further copy errors in the printed matter.

## 10. Illegal Matter Etc.

You warrant to us that your material does not contain anything which would infringe copyright or which is defamatory or obscene or the reproduction of which is in any way contrary to law. We reserve the right in our sole discretion to refuse to deal with any such material. If we do produce any such material then you will indemnify us in respect of all claims costs and expenses arising from the production of it.

## 11. Insolvency.

If you cease to pay money due to us or if you have a Winding Up Petition issued against you or if you commit an act of bankruptcy or have a Bankruptcy Petition issued against you then without prejudice to any other remedies we have the right not to proceed further with the contract or any other work which we are doing for you and we have the right to charge for all work carried out (whether completed or not) and for all materials purchased for you; this is to be an immediate debt due from you to us. We shall also have a general lien on all goods and property in our possession whether worked on or not and we shall be entitled on the expiration of 14 days written notice to you to dispose of such goods and property in such manner and at such price as we see fit and to apply the proceeds towards such debts.

## 12. Force Majeure.

While we make every effort to carry out this contract nevertheless if we cannot do so because of Act of God, War, Strike, Lock out or other labour dispute, Fire, Flood, Drought, Legislation or other cause beyond our control then we shall not be liable to pay you damages.

## 13. Cancellation.

Should it become necessary for either of us to cancel an order after acceptance of our estimate then all costs incurred to date with any other consequent claims from our suppliers shall become payable by you.

## 14. Agents.

We reserve the right to use sub-contractors where we think fit. The benefit of all exemption or limitation clauses in these conditions shall extend to all our employees, agents or sub-contractors concerned with the performance of the work, who shall each be entitled to every defence exemption or limitation of liability to which we are entitled under these conditions; for this purpose in contracting with you we contract as agent for and on behalf of all such employees, agents and sub-contractors as well as on our own behalf.

## 15. Storage of Artwork.

We accept no responsibility to store your artwork for any considered time, however it is normal for us to keep a record of your order for some time. Our database is not shared with any other parties and we fully comply with the Data Protection Act.

## 16. Law of Contract

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