

Servitir - Printing Terms & Conditions

1. Price variation

Estimates are based on Servitir'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

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Servitir reserves the right to charge the amount of any **Value Added Tax (VAT)** 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 at full price agreed.

4. Artwork / Setup / Design Costs

A charge will be made to cover any additional studio work involved where copy supplied is not clear and legible, nor suitable for professional printing. Artwork charged at minimum £30 + VAT per half hour. An estimate of studio time may be discussed with initial quotation - but may be subject to change if continual changes exceed original estimate.

5. Proofs

of all work may be submitted for customer's approval and Servitir shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customers' alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Servitir's judgment, changes there from made by the customer shall be charged extra.

6. Delivery and payment

a. Delivery of work shall be accepted when rendered and thereupon, or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due with order.

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

c. Should expedited delivery be agreed an extra will be charged to cover any overtime or any other additional costs involved.

d. Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Servitir shall then be entitled to payment for work already carried out materials specially ordered and other additional costs including storage.

e. LATE DELIVERY -- In the rare and unlikely event that late delivery occurs due to the action or inaction of a third party (such as our carriers) caused by adverse weather problems, ash cloud delays from volcanic activity, any other reasonable Force Majeure scenario, or by the carrier being unable to find the supplied address, make contact with the customer, or gain access to the premises despite their best intentions etc., Servitir Group, at their absolute discretion may elect to extend the Turnaround Time by 1 - 2 working days to accommodate delivery issues. Also see Point 9 below.

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 or damage delay

Or partial loss of goods in transit or of non-delivery must be given in writing to Servitir and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to Servitir and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to Servitir within 28 days of delivery. Servitir 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.

9. Liability

Servitir shall not be liable for any loss to the customer arising from delay in transit not caused by Servitir. Also see Point 6e above.

10. Standing material

a. Metal, film, glass, digital storage and other materials owned by Servitir and used by them in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, and the like shall remain its exclusive property. Such items when supplied by the customer shall remain the customer's property and will be returned if specifically requested.

b. Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

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

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

12. Materials supplied by the customer

a. Servitir may reject any paper, plates 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 an unreasonable delay by Servitir in asserting of unsuitability of the materials then that amount shall not be charged to the customer.

b. Where materials are so supplied or specified, Servitir 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 material so supplied or specified.

c. Quantities of material 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, Servitir 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.** Servitir shall not be required to print any matter which in his opinion is or may be of an illegal or libelous nature or any infringement of proprietary or other rights of any third party.
- b.** Servitir shall be indemnified by the customer in respect of any claims, costs, and expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other propriety 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. Periodical publications

A contract for a printing of a periodical publication may not be terminated by other party unless 13 weeks notice in writing is given in the case of periodicals produces monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time wherever possible should be given after completion of work on any one issue. Nevertheless Servitir may terminated any such contracts formwith should any some due there under remain unpaid.

16. Force Majeure

Servitir 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, Ash Cloud, or other action taken by the employees in contemplation of furthermore of a dispute, or owing to any inability to produce material required for the performance of the contract, or via a failure a carrier due to any of the above. During the continuance of such a contingency the customer may by written notice to Servitir elect to terminate the contract and pay for work done and materials used but subject there to shall otherwise accept delivery when available.

17. Law

These conditions and all other expressed terms of the contract shall be governed and contracted in accordance with the laws of England.

18. Full Colour Printing -- Colour Variations

All reasonable efforts shall be made by Servitir Group to obtain the best possible colour reproduction on every job, but colour variation is inherent in the Litho printing process especially (Digital printing has its own problems, including reproducing solid bands of colour effectively). It is therefore understood and accepted as reasonable that, Servitir Group shall

not be required to guarantee any exact colour match (due to physical dot gain, press & ink tolerances or for any other reason) on the printed job.

Matching a customer's existing artwork is also unlikely especially with the texture and colour vibrancy of original stock on photographs, transparencies, digital camera RGB images, electronic graphic file, and previously printed matter whether printed by Servitir Group or another printing company before us, or any other materials supplied by the customer and the printed article which has been subject to the customer's printing order.

19. Paper Variance

Paper weights listed on our product pages are guaranteed but due to circumstances beyond our control, such as stocks held by the paper mills, paper brands can vary throughout the year. In the event of a particular brand of paper being discontinued we will endeavour to find a suitable replacement.