

TERMS & CONDITIONS

1. printing.com resellers - Each printing.com outlet is owned and operated by printing.com plc or individually owned and operated under licence from printing.com (UK Franchise) Ltd, a company registered in England and Wales (registered number 04362849) whose registered office is at Third Avenue, The Village, Trafford Park, Manchester M17 1FG ("PDC"). The particulars of ownership of each printing.com outlet can be found at the premises of each licence holder or via the printing.com website at: www.printing.com (the "Website").

2. Price variation - Price estimates are based on the printing.com reseller's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise or fall in such costs.

3. Tax - The printing.com reseller reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

4. Preliminary work - All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.

5. Copy - Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, the printing.com reseller shall be entitled to make additional charges on a time and materials basis to cover such additional work.

6. Proofs - Proofs of all work may be submitted for customer's approval and the printing.com reseller shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the printing.com reseller's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

7. Copyright - Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the printing.com reseller shall vest in and belong to the printing.com reseller. The printing.com reseller may use any artwork or printing produced by itself for the purposes of promoting itself and/or PDC. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the printing.com reseller to reproduce the same. The customer shall indemnify and hold the printing.com reseller and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by the printing.com reseller infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

8. Company imprint - Unless otherwise specifically requested in writing any work may carry the PDC imprint which will be positioned at the printing.com reseller's discretion.

9. Delivery and payment - Turnaround is measured in Working Days, defined as days on which the clearing banks in the City of London are open for normal business. For orders made on a Guaranteed Turnaround service (being orders guaranteed to be ready within a certain period (the "Guaranteed Period"), delivery (as more particularly described in paragraph 9(b) below) will be made no later than 10pm on the last Working Day of the Guaranteed Period. Should we fail to deliver within the Guaranteed Period (see also paragraph 10 Variations in quantity), a service 'credit' will be awarded up to the value of the order in question (redeemable against future orders within 6 months of issue of the Credit in question) (the "Credit"). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service ("the Premium Charges"). In addition:

(a) These services rely on the customer not delaying the progress of the order in any way (which delays include but are not limited to the customer not returning proofs by the time specified by the printing.com reseller or failing to make payment by the time such payment is due) (a "Customer Delay"). In the event of a Customer Delay the customer shall not be awarded a Credit and the customer shall still be obliged to pay the Premium Charges but the printing.com reseller shall not be bound to deliver within the Guaranteed Period.

(b) Delivery of work by the printing.com reseller shall be deemed to take place upon collection of the work by the customer (where the customer is obliged to collect the work) or (where the printing.com reseller is obliged to deliver the work) actual delivery of the work to the customer by the printing.com reseller. Where the customer is obliged to collect the work, customer's failure to collect the work on the day on which the printing.com reseller is contractually obliged to have it ready for collection shall be classed as a Customer Delay. Where the printing.com reseller is obliged to deliver the work to the customer but the customer provides the printing.com reseller with incomplete or incorrect delivery information or is not available to accept delivery, then provided that the printing.com has used reasonable endeavours to deliver the work to the customer, a failed delivery shall be classed as a Customer Delay.

(c) Unless otherwise specified the price quoted is for collection of the work from the printing.com reseller or the printing.com Production Hub at Third Avenue, The Village, Trafford Park, Manchester M17 1FG. A charge may be made to cover any extra costs involved for delivery to a different address.

(d) Should expedited delivery be agreed the printing.com reseller shall be entitled to make additional charges on a time and materials basis to cover any overtime or any other additional costs involved, including without limitation, the cost of couriers or special delivery post.

(e) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days or more the printing.com reseller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

(f) Risk of loss or damage to work completed by the printing.com reseller shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the work to the customer, ownership of and title to the work shall not pass to the customer and shall be retained by the printing.com reseller until the printing.com reseller has received payment in full in respect of the work.

(g) In the unlikely event that the printing.com reseller deems it necessary to re-print work, the Guaranteed Period shall recommence from the time of the printing.com reseller's confirmation to the customer of its agreement to reprint the work.

10. Variations in quantity - Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and that the printing.com reseller shall have no liability in respect of such variations. For other variations the printing.com reseller's entire liability will be to award a Credit. The table below sets out the circumstances under which a Credit will be awarded:

Quantities	No Credit awarded	Pro Rata Credit awarded	1.5x Pro Rata Credit awarded
up to 1,000	Shortage up to 10%	11% to 20%	21% to 25%*
up to 5,000	Shortage up to 7%	8% to 15%	16% to 23%*
up to 20,000	Shortage up to 5%	6% to 12%	13% to 21%*
above 20,000	Shortage up to 4%	5% to 10%	1% to 20%*

*The Customer's sole remedy in respect of shortages above these quantities ("Additional Shortages") will be a re-print of the entire shortage quantity of the relevant work, to be undertaken by the printing.com reseller within a reasonable period of time. The Customer shall not be entitled to a Credit in respect of an Additional Shortage.

11. Claims - Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printing.com reseller 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 thereof must be made in writing to the printing.com reseller 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 the printing.com reseller within 28 days of delivery. The printing.com reseller 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.

12. Liability - The printing.com reseller gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. The printing.com reseller shall not be liable for any loss arising from delay in transit not caused by the printing.com reseller. Further, the printing.com reseller shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of the printing.com reseller in respect of any and all causes of action arising out of or in connection with the customer's order and the printing.com reseller's performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall (subject to the provisions of paragraph 10) be limited to the sums paid to the printing.com reseller by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.

13. Standing material - (a) Metal and other materials owned by and used by it in the production of plates, film-setting, negatives, positives and the like shall remain the exclusive property of PDC. Such items when supplied by the customer shall remain the customer's property. (b) Lithographic, together work or other materials supplied by the customer may be effaced or destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, the printing.com reseller shall be entitled to make additional charges.

14. Customer's property - (a) The customer's property and all property supplied to the printing.com reseller by or on behalf of the customer shall while it is in the possession of the printing.com reseller or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly. (b) Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work, the printing.com reseller shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).

15. Materials supplied by the customer - (a) The printing.com reseller may reject any paper, plates or other materials supplied or specified by the customer which it considers 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 the printing.com reseller in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) The printing.com reseller shall have no liability in respect of any work being of less than reasonably satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by the customer.

(c) The printing.com reseller shall assume that quantities of materials supplied shall be adequate to cover normal spoilage accordingly if the quantities of materials supplied are not sufficient to cover normal spoilage ("an Insufficient Supply") then the printing.com reseller shall have no liability for any shortfall in quantity to the extent that such shortfall arises as a result of such Insufficient Supply.

16. Credit terms - For invoices not settled within the agreed credit terms, the printing.com reseller reserves the right to charge interest on the overdue debt at 2% above the HSBC base rate at the time and an administration fee to cover its debt recovery costs.

17. Insolvency - If the customer ceases to pay its debts in the ordinary course of business or cannot pay its 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 it, the printing.com reseller 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 the printing.com reseller, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in the printing.com reseller's 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 the printing.com reseller thinks fit and to apply the proceeds towards such debts.

18. Illegal matter - (a) The printing.com reseller shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party. (b) Without prejudice to paragraph 7 above, the customer shall indemnify and hold the printing.com reseller harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be defamatory.

19. Periodical publications - Save in respect of a material breach and/or in the event that a claim arises under any indemnity set out above a contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced 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 but wherever possible should be given after completion of work on any one issue. Without prejudice to the foregoing, the printing.com reseller may terminate any such contract forthwith should any sum due thereunder remain unpaid for a period of 7 or more days from its due date.

20. Full colour printing - All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the printing.com reseller shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by printing.com reseller or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order.

21. Data Protection - By placing an order with the printing.com reseller, the customer consents to its details being passed on to PDC for accounting and marketing purposes. The details will be kept by PDC even after the customer's trading relationship with the printing.com reseller has terminated. PDC and the printing.com reseller may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any other matters that PDC or the printing.com reseller consider may be of interest to customers.

22. Force majeure - The printing.com reseller shall be under no liability if it shall be unable to perform any obligation which is owed by it to the customer 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 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 the printing.com reseller elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

23. Variation to Terms and Conditions - These terms and conditions may be amended from time to time. The latest version of these terms and conditions may be accessed via the Website.

24. Law - These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English Law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between the printing.com reseller and the customer into which these terms are incorporated.