



mwncibach

TERMS AND CONDITIONS

- 1. GENERAL**

These terms:

 - are a complete and exclusive statement of the agreement between Mwnci Bach LLP and the Customer;
 - supercede all understandings or prior agreements, whether written or oral, and all representations or other communications;
 - apply whenever business is conducted between us both;
 - are written in plain and easy-to-understand English;
 - should be read using the ordinary everyday meaning;
 - should not be construed in any way as to try and give a word, phrase or expression a different meaning to the ordinary everyday meaning.
- 2. DEFINITION**

The following words and phrases have special meanings in these terms:

 - "Mwnci Bach", "the Company", "we", "us" or "our" refers to Mwnci Bach LLP including any other person or company acting as an authorised representative or lawful agent of Mwnci Bach LLP;
 - "Customer", "you" or "your" refers to the person, business or company from whom orders for work are received and with whom Mwnci Bach LLP enter into a lawfully binding contract;
 - "suitable for the purpose intended" shall include ensuring that a computer file is of the correct format and correct type for its intended use. For example, colour bitmap images must be supplied as "cmymk tiffs", therefore "rgb tiffs" or "jpeg" files are not "suitable for the purpose intended".
- 3. HOW CAN THESE TERMS BE VARIED?**

Variations to these terms and conditions;

 - may only be made if we expressly notify you in writing of a variation to this complete and exclusive agreement;
 - shall not apply to any order that is in progress;
 - shall not be valid if you submit alternative terms or a proposal to vary these terms in any form (for example, on your purchase order), nor shall any action by us (including the acceptance of an order purporting to be in accordance with any other terms or conditions) be construed as meaning that any alternative terms or conditions have been accepted.
- 4. PRICE AND ESTIMATES**

We will:

 - provide you with an estimate of the price to be charged for a particular order if you request one before an order is placed;
 - provide such estimates based on our current costs of production;
 - try to ensure that an estimate is valid for 30 days, although we may amend any estimate if it is necessary to do so.

If a price has not been expressly agreed at the time an order is placed we may charge you as if an estimate had been provided and the order accepted on the price contained in that estimate.
- 5. VAT AND OTHER TAXES**

All estimates given and orders accepted will be on a basis that excludes Value Added Tax (VAT) or any other taxes, duties or royalties etc. If any such tax, duty or royalty becomes payable on the sales price, we shall have the right to charge that amount.
- 6. PAYMENT TERMS, LATE PAYMENT INTEREST**

You must:

 - pay all amounts by the date they become due;
 - not exceed any credit limit that we may apply to your account from time to time;
 - make regular progress or stage payments on any order that takes longer than 28 days to complete. Any work exceeding three months duration will be invoiced "work to date".

At our sole discretion, we may insist that you;

 - pay a deposit or the full amount when the order is placed or at some time before the goods are delivered or collected;
 - make a payment to ensure that you do not exceed any credit limit that may be applied to your account (which shall include orders placed but not yet invoiced).

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.

We may add a finance charge to the total value of any invoice which shall be the amount of late payment interest that would accrue should that invoice be paid one month after its due date. However, if we do so we shall offer a cash discount of an equal amount to the finance charge if you pay the invoice within its payment terms.

You shall indemnify us for the costs involved in pursuing any legal actions against you (including taking the advice of a solicitor or barrister) to recover monies owed by you or from any third party who has given a guarantee or indemnity against any amounts owed by you.
- 7. CANCELLATION OF ORDERS**

If you cancel an order after we have commenced work on it, we may charge you the full order value or such lower amount as we may (in our sole discretion) determine.
- 8. PRELIMINARY WORK**

You may request that we carry out some form of preliminary work before agreeing to place a firm order. All work carried out at your request, whether experimentally or otherwise, shall at our discretion be charged at our normal rates. Such work is chargeable whether or not a prior estimate of the price of such work was given to you.
- 9. CAMERA-READY COPY, COMPUTER FILES AND VIRUSES**

You must ensure that:

 - copy or artwork supplied to us in "camera-ready" format is clear, legible, suitable for its intended purpose and in accordance with any specification that we may have notified to you;
 - computer files supplied to us to be used in the production of artwork and/or printed work are suitable for the purpose for which they are intended, and that you "pre-flight" and thoroughly check those files to ensure their suitability. Your lack of knowledge of file types and file formats etc is not sufficient reason for supplying computer files which are not suitable for the purpose intended;
 - any disks or files supplied are free from computer viruses and you shall "virus check" all files before their supply to us. This applies whether the files are supplied on computer disk, CD Rom, by direct data transfer (such as by SDN link) or via the internet.

You may charge you for any additional work which we deem necessary where copy, artwork or files are not suitable for the purpose intended, whether supplied to us directly by you or by a third-party on your behalf. You will indemnify us against:

 - the cost of any loss of, damage to, and restoration of any of our data or computer systems caused by a virus, together with the costs of removing such virus(es);
 - any claims, costs and expenses arising from the infection with such a virus, including any amounts paid to a lawyer or solicitor's advice in the settlement of any claim (including with a third party to whom a virus may have spread).
- 10. PROOFS AND ARTWORK**

You are responsible for:

 - clearly, concisely, specifically and adequately conveying your requirements to us;
 - ensuring that any originated artwork is suitable and adequate for your needs and purposes;
 - thoroughly, properly and completely checking any proof for errors or omissions;
 - clearly marking any necessary amendments on a proof;
- 11. COPYRIGHT, WORKING MATERIALS AND CUSTOMER'S PROPERTY**

We shall:

 - assign copyright of any artwork produced by us to the customer upon final and approved payment, including the copyright in the way in which a work is presented or designed and in the content material in any work where that content has been created by us;
 - unconditionally license you to use, reproduce or reprint a design or work which we have undertaken for you and for which you own the copyright;
 - be permitted to use a facsimile or copy of your work in any promotional material that is produced with the sole intention of furthering our business. Unless you expressly request otherwise, we may include copies of such work with any promotional material that is distributed to third parties, but we shall not re-sell your work.

We shall not:

 - own the copyright in the content of any material not created by us;
 - own the copyright in any proprietary logos, text, illustrations or photographs supplied to us by yourselves or other third-party copyright holders;
 - be obliged at any time to give our working materials (files, disks, papers, bromides, plates etc), or a copy of them to you;
 - be obliged to maintain copies of artwork or work which we have undertaken for you either in a computerised format or in a hard copy format.

You shall:

 - not use a copyrighted design or work which we have undertaken for you to produce a new or subsequent issue (or an amended past issue) without our prior written permission;
 - be responsible for obtaining all necessary authorities to reproduce pictures, photographs, artwork etc. and you shall indemnify us and our agents from any liability that may arise from any claim arising therefrom.

All property supplied by you to us shall, while it is in our possession or is in transit to or from you or your premises, be deemed to be at your risk. This shall include property belonging to a third-party which you have loaned to us. Whilst every care is taken, neither us nor our agents can accept any responsibility or liability for loss or damage to artwork, photographs, transparencies etc.
- 12. ILLEGAL OR UNLAWFUL MATTER**

We shall:

 - not be required to print any matter which, in our opinion, is or may be of an illegal or libellous nature, an infringement of the proprietary or other rights of any third party (whether or not this fact was or is known at the time of acceptance of the order), or which may be prejudicial or detrimental to the good of our business;
 - be indemnified by you 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 rights contained in any material printed, or work undertaken, for you. The indemnity shall extend to any amounts paid on a lawyer or solicitor's advice in settlement of any claim.
- 13. COMPANY IMPRINT**

We may discreetly append our imprint to any work such that it shall be inconspicuous in nature, unless you specifically request otherwise. If any work is required by law to carry the imprint of the printer it shall be for you to make sure that any regulations or requirements are properly and fully met. You shall indemnify us for any failure to notify us of this obligation.
- 14. QUANTITIES**

We shall:

 - make every endeavour to deliver the correct quantity ordered by you, although because of the processes involved we may sometimes be unable to supply the exact number of copies of any item requested;
 - if we are unable to supply the correct quantity ordered by you, supply no less than 95 per cent of the quantity for work in one ink colour only and 90 per cent for other work;
 - deduct an amount from the agreed price in respect of any shortage, to be calculated in accordance with the methods employed to obtain the original order value and taking into account fixed and variable cost elements of that calculation.
- 15. MATERIALS SUPPLIED BY THE CUSTOMER**

If you supply any materials (paper, plates etc) to be used in the production process, we shall:

 - reject any of those materials supplied or specified by you which appear to us to be unsuitable;
 - charge for additional costs incurred if materials are found to be unsuitable during production;
 - 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.

However, the whole or any part of that additional cost shall not be charged if it could have been avoided but for unreasonable delay by us in ascertaining the unsuitability of the materials. Materials supplied shall be in quantities as we shall agree with you, but must always be adequate to cover both normal and possible abnormal spoilage during the printing process. Materials which are not used shall be returned to you when the job is complete and, where possible, shall be in the same state and condition as when they were originally supplied to us by you. You shall pay any additional carriage charges which we have to incur to return those unused materials to you.
- 16. QUALITY OF WORK**

In accordance with the Sale of Goods Act we must supply goods which are of a "satisfactory quality". This is defined by the Act as being a "standard that a reasonable person would regard as satisfactory, taking account of the description of the goods, the price (if relevant) and all the other relating circumstances... the quality of goods includes their state and condition and the... fitness for all the purposes for which goods of the kind in question are commonly supplied (and their) appearance and finish..."

You shall:

 - make sure that the work produced by us in general is of a standard which is acceptable to you before you enter into any contract with us;
 - ask to be given samples of similar work produced by the exact materials used to help you assure yourself of the standard of our work;
 - not reject any work because, in your opinion or in the opinion of another third party, the standard of our work produced may not be similar to that of any other particular printer;
 - not reject goods in cases where you have supplied copy, artwork or computer files which were not "suitable for the purpose intended" and where we did not realise that those files were not suitable before the printing or production of the goods;
 - be entitled to reject any work that is clearly defective, sub-standard and which does not comply with the requirements of the Sale of Goods Act as regards the description and the quality or fitness of those goods, although you shall not reject goods in any instance where the goods are not of a "satisfactory quality", when that failure is so slight that it is not reasonable to reject them.

The use by you of any of the goods or work supplied, or any part of those goods or work, shall constitute your full acceptance of the goods or work. You may not then reject those goods at a later date, and any earlier rejection shall be deemed to have been withdrawn.
- 17. DELIVERY OR COLLECTION OF GOODS**

If we are required to deliver goods we shall:

 - do so within a reasonable time after the work is completed;
 - reasonably ensure that the carrier, the method of carriage and how the goods are prepared or packaged for carriage are suitable such that the goods shall not be lost or damaged in transit.

If we are required to deliver goods you shall:

 - accept delivery of goods when tendered;
 - be charged for that delivery unless the price agreed for the work includes delivery charges, although you shall always be charged extra for expedited delivery;
 - ensure that the goods are adequately insured during transit, although if you so desire we will arrange such insurance with the carrier on your behalf but in doing so we will be deemed to be acting as your agent;
 - indemnify us for any loss as a result of any failure of you to take delivery when tendered (this does not affect our right where your neglect or refusal to take delivery of the goods amounts to a repudiation of the contract).

For the purposes of the Sale of Goods Act:

 - carriage arranged by us shall be on your behalf and delivery to you is deemed to have been made (for the purposes of the Act) when we give the goods to a carrier;
 - the place of delivery shall be our premises at which the finished goods are made ready for collection or despatch.

If we are not required to deliver goods, you shall collect the goods from our premises upon notification that they are complete.

In some cases, it may be necessary for us to make the goods available for collection or delivery in instalments, and you shall accept the goods in such instalments when tendered.
- 18. LIABILITY ARISING FROM DELAY**

We shall not be liable for any loss (whether actual or consequential) arising from delay in the performance of any order or of finished goods in transit. Time shall not be the essence of any order.
- 19. CLAIMS AND QUERIES**

All claims and queries:

 - regarding the goods supplied (including shortages, errors etc) must be made by you in writing and submitted to us within three working days of the date of delivery or collection;
 - regarding an invoice must be made by you within ten working days of invoice date, and queries regarding non-delivery must be made by you within five working days of the invoice date;
 - will not normally be entertained unless they are made within these time limits;
 - may only be made outside these time limits in instances where it is not possible for you to comply with the notice requirements provided that advice (where required) is given to us and the claim is made as soon as reasonably possible. The inability to check the goods supplied by reason of lack or insufficient manpower or suitably qualified or authorised personnel within your organisation is not a valid reason not to comply with these time limits.

If you have the right to reject any goods:

 - you must firstly obtain our consent and then return those goods in their entirety to us at your expense within 7 days;
 - returning goods without consent shall in no way extinguish or reduce your liability to us for full payment of the goods and for late payment interest.

We shall not be liable in respect of any claim unless the notification requirements above have been complied with.
- 20. RESERVATION OF TITLE**

Title on any goods supplied shall only pass to you when paid for in full, taking into account any interest relating to late payment. Until title to the goods passes you shall:

 - keep the goods secure, in good condition and adequately insured;
 - not use the goods supplied to form part of, or be used in the manufacture of, any other product not specified by us in writing;
 - keep the goods separately in such a way that they may be identified or retrieved.

If you subsequently sell the goods:

 - you will be acting as our agent subject to these Terms and Conditions;
 - we shall have a lien over the money(s) resulting from such sale;
 - you shall indemnify us from any costs or expenses arising from the sale, and we shall in no way whatsoever bear any liability from the sale.
- 21. COLOUR REPRODUCTION**

We will:

 - make every effort to obtain the best possible colour reproduction on your work given the limitations of the production process;
 - not guarantee an exact match in colour or texture between your original colour photograph, artwork, transparency or previous printed work and the final printed article because of the processes involved.

You must:

 - ensure that colour photograph(s), artwork or transparency(ies) etc that are submitted are suitable for the work in hand as we cannot accept any liability for unsatisfactory results caused by unsuitable or inferior photographic originals;
 - order a lithographic colour proof, in writing, when placing an order if you require colour reproduction of a specific standard;
 - inform us in writing if you wish to check the colour reproduction prior to printing, but this will be charged as an extra.
- 22. FORCE MAJEURE**

We shall be under no liability if we are unable to carry out any provision of a contract for any reason beyond our control, including (without limiting the foregoing): acts of God, legislation, war, fire, flood, draught, failure of power supply, mechanical breakdown, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute, or an inability to procure materials required for the performance of the contract. During the continuance of such a contingency, you may by written notice elect to terminate the contract but you shall pay for work done and materials used or specially purchased, but subject thereto shall otherwise accept delivery if and when available.
- 23. INSOLVENCY OF CUSTOMER**

Without prejudice to other remedies, we shall have the right not to proceed further with any order and be entitled to charge for work already carried out (whether completed or not) and materials purchased for you if:

 - you cease to pay your debts in the ordinary course of business or cannot pay your debts as they become due; or
 - being a company, you are deemed to be unable to pay your debts, or have an administration order or a winding-up petition issued against you; or
 - being an individual, partnership or unincorporated body, you commit an act of bankruptcy or have a bankruptcy petition issued against you.

This charge shall be an immediate debt due to us.
- 24. APPLICABLE LAW**

These Terms and Conditions and any orders placed shall be made in, governed by, and construed in accordance with the Law of England.

