

# Terms and Conditions

(1) **Price Variation.** Estimates are based on 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. All quotations are valued for 30 days unless stated otherwise.

(2) **Tax.** Except in the case of a customer who is not contracting in the course of a business nor holding out to do so, PMT Digital Ltd will charge Value Added Tax at the current rate whether or not it is mentioned on the quotation or invoice. All prices quoted are subject to VAT. Registered charities are not subject to VAT.

(3) **Preliminary Work.** All work carried out, whether experimentally or otherwise at the customers request shall be charged unless stated by PMT Digital Ltd in writing.

(4) **Additional Work.** A charge may be applied to cover the costs of any additional work involved to fulfil an order which is not classed "within normal specifications". PMT Digital Ltd will inform you at the time of additional costs incurred, agree the costs and request an additional purchase order to be raised before work is undertaken.

(5) **Proofing.** Proofs of all work may be submitted for approval on request. PMT Digital Ltd accept no liability for any errors not spotted or corrected by the customer in proofs so submitted. It is the customers responsibility to check all proofs and sign off before the work commences. PMT Digital Ltd do not take any responsibility for mistakes not spotted or indeed made if a proof is not requested. Customer corrections are charged as extras.

(6) **Copyright.** Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations belong to PMT Digital Ltd. This artwork may be used in promotional marketing materials. PMT Digital Ltd are not responsible for obtaining the copyright of any artwork, pictures, logos or fonts used in any work supplied. This responsibility is with the originator or the customer.

(7) **Company Imprint.** Unless otherwise specifically requested in writing, all packaging materials will carry PMT Digital Ltd imprint which will be placed at our discretion.

(8) **Delivery.** (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed. Payment is then due within 30 days. Ownership will remain with PMT Digital Ltd until payment is made in full.

(b) Unless otherwise specified, the price quoted does not include delivery. Delivery will be charged at £25.00 per delivery address (UK) for a basic next day service for parcels under 15kgs and under 2.5 metres in lengths. Premium delivery services will be charged and quoted as an extra.

(c) If an agreed delivery deadline is not met at the fault of an external delivery firm, PMT Digital Ltd are not liable for any compensation or discount in connection with loss of earnings or business.

(9) **Suspended Work.** Should work be suspended at the request of, or delayed through any default of the customer for a period of 30 days from the original schedule, PMT Digital Ltd are entitled to payment for work carried out, materials specially ordered and any other additional costs including storage.

(10) **Claims.** Rejection of work or advice of damage, delay or partial loss of goods in transit or of non-delivery must be reported to PMT Digital Ltd within 48 hours of expected delivery.

(11) **Liability.** PMT Digital Ltd shall not be liable for any loss to the customer arising from delay in transit not caused by PMT Digital Ltd. PMT Digital Ltd shall not be responsible for any legal obligations resulting from work produced by PMT Digital Ltd.

(12) **Customer's property.** (a) Customer's property and all property supplied to PMT Digital Ltd by or on behalf of the customer shall while it is in possession of PMT Digital Ltd 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) PMT Digital Ltd shall be entitled to make a reasonable charge for the storage of any customer's property left with PMT Digital Ltd before receipt of the order or after notification to the customer of completion of the work.

(13) **Materials supplied by the customer.** (a) PMT Digital Ltd may reject any paper, or other materials supplied or specified by the customer which appear to be unsuitable. Additional costs 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 PMT Digital Ltd in ascertaining the unsuitability of the materials then that amount shall not be charged.

(b) Where materials are so supplied or specified, PMT Digital 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.

(14) **Credit Terms.** Credit Terms will be 30 days from date on invoice unless agreed with PMT Digital Ltd prior to completion of the first job. For invoices not settled within the agreed credit terms, PMT Digital Ltd reserve the right to charge interest on the overdue debt at 2% above Lloyds TSB base rate at the time and an administration fee to cover the debt recovery costs.

(15) **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 deemed unable to pay its debts or has a windingup petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, PMT Digital 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 the 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 we think fit and to apply the proceeds towards such debts. ALL WORK COMPLETE REMAINS THE PROPERTY OF PMT DIGITAL LTD UNTIL PAID IN FULL.

(16) **Illegal Matters.** (a) PMT Digital Ltd shall not be required to print any matter which in our opinion is or maybe of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.

(b) PMT Digital 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.

(17) **Periodical Publications.** 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 anytime but wherever possible should be given after completion of any work on any one issue. Never the less PMT Digital Ltd may terminate any such contract forthwith should any sum due thereunder remain unpaid.

(18) **Full Colour Printing.** Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, PMT Digital Ltd shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof or electronic graphic file and the printed article.

(19) **Force Majeure.** PMT Digital Ltd shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any 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 PMT Digital Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

(20) **Law.** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and Wales.

(21) **Consequential Loss.** PMT Digital Ltd accepts no liability whatsoever for consequential or third party losses resulting in a delay in delivery howsoever caused.