

1. **Definitions.** *The Company* shall mean Action Press. *The Customer* shall mean the company, firm, individual or agent thereof to whom either *the Company's* estimate is addressed or *the goods* are sold. *The Goods* means the products materials and/or services to be supplied by *the Company*. *Customers Materials* means all property supplied to *the Company* by or on behalf of the Customer.
2. **Law.** These conditions and all other terms of contract shall be governed by the laws of England.
3. **Price.** Estimates will be held for 30 days as they are based on *the Company's* current production costs and are subject to our inspection of the job.
4. **Preliminary work.** All work carried out, whether experimental or otherwise, at *Customer's* request shall be chargeable.
5. **Poor Files.** A charge may be made to cover additional work involved where copy supplied is not in a format that is ready to use.
6. **Proofs.** Proofs of all work can be submitted for *Customer's* approval and *the Company* will not be liable for any errors not corrected by *the Customer* in proofs submitted. *Customer's* alterations and additional proofs may be charged extra. When style, type or layout is left to *the Company's* judgement, changes made by *the Customer* may be charged extra.
7. **Delivery and Payment.** (a) Delivery of *the goods* shall be accepted when proffered and thereupon or, if earlier, on notification that the work has been completed the risk in *the goods* shall pass to *the Customer* and payment shall become due  
(b) Unless otherwise agreed the price quoted is for delivery of *the goods* to the *Customer's* address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address, or several addresses.  
(c) Should expedited delivery be required, an extra charge may be made 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 28 days *the Company* shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage space.
8. **Quantity.** Every endeavour will be made to deliver the full quantity ordered, but estimates are subject to margins of 5 per cent, being allowed for overs or shortage, the same to be charged pro rata.
9. **Claims.** Notice of damage, delay or partial loss of *goods* in transit or non-delivery must be given in writing to *the Company* 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 Company* and the carrier within 7 clear days of delivery (or, in the case of non-delivery, within 35 days of despatch). All other claims must be made in writing to *the Company* within 28 days of delivery. *The Company* shall not be liable in respect of any claim unless the aforementioned requirements have been complied with, except where *the Customer* proves that it was not possible to comply with the requirements or notice (where required) was given and the claim made as soon as reasonably possible.
10. **Liability.** The Company shall not be liable for any loss to *the Customer* arising from delay in transit not caused by *the Company*.
11. **Title.** The title in the goods shall not pass to *the Customer* until payment in full has been made to *the Company*.
12. **Customers materials.** (a) *Customer's materials* and all property supplied to *the Company* by or on behalf of the *Customer* shall while it is in the possession of *the Company* or in transit to or from *the Customer* be deemed to be at *Customers* risk and the *Customer* should insure accordingly.
13. **Materials Supplied by the Customer.** (a) *The Company* may reject any paper, plates or other materials supplied or specified by *the Customer* which appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged and responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.  
(b) Quantities of materials supplied shall be adequate to cover normal spoilage.
14. **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 incorporated as 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, *the Company* without prejudice to other remedies shall  
(i) have the right to suspend the contract or any other work for *the Customer* and be entitled to charge for work already carried out (whether completed or not) and material purchased for *the Customer*, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debt due from *the Customer* have a general lien on all goods and property in its 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 it thinks fit and to apply the proceeds towards such debts and (iii) have the right to enter *the Customer's* premises to recover *the Company's* property.
15. **Illegal matter.** (a) *The Company* shall not be required to print any matter which in its opinion and at its discretion is or may be of an unacceptable, illegal or libellous nature or an infringement on the proprietary or other rights of any third party.  
(b) *The Company* 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 legal costs incurred in settlement of any claim.
16. **Periodical publication.** 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 should be given after completion of work on any one issue. Nevertheless *the Company* may terminate any such contract forthwith should any sum due thereunder remain unpaid.
17. **Force majeure.** *The Company* shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its 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. After the continuance of such a contingency for 12 weeks *the Customer* may by written notice to *the Company* elect to terminate the contact and pay for the work done and materials used, but subject thereto shall otherwise accept delivery when available.