



Standard Terms and Conditions

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6

Contract: the contract between the Manufacturer and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Manufacturer

Force Majeure: to be defined by reference to clause 12.

Goods: the goods (or any part of them) set out in the Order.

Manufacturer: TJ BOOKS LIMITED (whose company details are set out in the footer of these Conditions).

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Preliminary work: all work done in the concept and preparatory stages (including but not limited to, design, artwork, Colour matching, consultation, file preparation).

Price Scale: the pre negotiated price agreement arranged between the Manufacturer and an existing Customer. This is subject to regular review to take into account fluctuating material costs. Prices will be reasonably adjusted to cover such increases.

Title: Legal ownership of the goods.

1.2. Construction. In these Conditions, the following rules apply;

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Manufacturer issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Manufacturer which is not set out in the Contract.
- 2.5. A quotation for the Goods given by the Manufacturer shall not constitute an offer. A quotation shall only be valid for a period of 90 Days from its date of issue.

3. GOODS

- 3.1. The Goods are described in the Order submitted to the Customer.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Manufacturer against all liabilities suffered or incurred by the Manufacturer in connection with any claim made against the Manufacturer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Manufacturer's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Manufacturer reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

- 4.1. Delivery of the goods shall be completed on the Goods arrival at the delivery location specified in the Order.
- 4.2. Time of delivery is not of the essence. The Manufacturer shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Manufacturer with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.3. The Customer shall not be entitled to reject the Goods if the Manufacturer delivers up to and including 5% for work in one colour and 10% for other work (4% and 8% respectively for quantities exceeding 50,000) more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods were delivered.
- 4.4. This contract is divisible. Each delivery made hereunder may be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

5. TITLE AND RISK

- 5.1. The risk in the Goods shall pass to the Customer at the point the carrier takes possession of the goods.
- 5.2. Title to the Goods shall not pass to the Customer until the Manufacturer has received payment in full (in cash or cleared funds) for the Goods.
- 5.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) hold the Goods on a fiduciary basis as the Manufacturer's bailee;
 - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Manufacturer's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (e) notify the Manufacturer immediately if it becomes subject to any of the events listed in clause 9.2.
- 5.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause
- 5.5. 9.2, or the Manufacturer reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Manufacturer may have, the Manufacturer may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. PRICE AND PAYMENT

- 6.1. The price of the Goods shall be;
 - (a) where there is an existing Price Scale that has been previously negotiated by the Manufacturer and Customer, the price of the goods shall be determined with reference to the aforementioned Price Scale.
 - (b) where no Price Scale exists, the price stated on the acceptance of the Order.
 - (c) Any additional costs incurred and agreed with the customer will be chargeable in addition to the Price Scale or Price stated on the acceptance of the order.
- 6.2. The Customer shall pay the invoice in full and in cleared funds by the date agreed in pre-contract negotiations or stipulated on the invoice supplied which will vary from Customer to Customer. Payment shall be made to the bank account nominated in writing by the Manufacturer. Time of payment is of the essence.
- 6.3. Should work be delayed through the fault of the Customer or suspended at the Customer's request for a period of 30 clear days or the order cancelled, the Manufacturer shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- 6.4. If the Customer fails to make any payment due to the Manufacturer under the Contract by the due date for payment, we reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.



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6.5. The Customer shall pay all amounts due under the Contract in full and shall not be entitled to assert any credit, set-off or counterclaim against the Manufacturer in order to justify withholding payment of any such amount in whole or in part. The Manufacturer may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Manufacturer to the Customer.

7. CREDIT FACILITIES

7.1. Credit Facilities may be granted to applicants who complete the Manufacturer's Credit Application Form and who satisfy the Manufacturer's criteria as set out from time to time. Where facilities are granted the Manufacturer reserves the right to withdraw them at any time, without having to give reasons and in such case, all outstanding invoices become due and payable immediately.

8. MATERIAL SUPPLIED/SPECIFIED BY THE CUSTOMER

8.1. Electronic File

- (a) It is the Customer's responsibility to maintain a copy of any original file provided by the Customer. The Manufacturer shall not be responsible for checking the accuracy of supplied input from an Electronic File unless otherwise agreed in writing.
- (b) Without prejudice to clause 8.2(b), if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Manufacturer may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his right to payment for work done/material purchased.

8.2. Other materials

- (a) Metal, film and other materials owned by the Customer and supplied to the Manufacturer for the production of types, plates, Electronic Files and the like shall remain the Customer's exclusive property and be deemed to be at the Customer's risk unless otherwise agreed. The Customer should insure its property accordingly. The Manufacturer is entitled to make reasonable charge for the storage of any Customer's property left with the Manufacturer before receipt of the Order or after notification to the Customer of completion of the work.
- (b) The Manufacturer may reject any materials supplied or specified by the Customer which appears to the Manufacturer to be unsuitable for the purpose intended. Additional costs incurred if materials are found to be unsuitable during production may be charged.
- (c) Where materials are so supplied or specified by the Customer, the Manufacturer will not be responsible for any defects in or unsuitability of materials so supplied or specified. Quantities of materials supplied by the Customer shall be adequate to cover normal spoilage.

9. CUSTOMER'S INSOLVENCY OR INCAPACITY

9.1. If the Customer becomes subject to any of the events listed in clause 9.2, or the Manufacturer reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Manufacturer, the Manufacturer may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Manufacturer without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2. For the purposes of clause 9.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on

or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business and
- (j) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1. Proofs of all work may be submitted for Customer's approval and the Manufacturer shall incur no liability for any errors not corrected by the Customer in proof so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Manufacturer's judgement, changes therefrom made by the Customer shall be charged extra.

10.2. Nothing in these Conditions shall limit or exclude the Manufacturer's liability for

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Manufacturer to exclude or restrict liability.

10.3. Subject to clause: 10.2 the Manufacturer shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

11. CLAIMS

11.1. In the event of damage, delay or partial loss of goods in transit, notice must be given in writing to the Manufacturer and the carrier;

- (a) within three clear days of delivery and;
- (b) any claim in respect thereof must be made in writing to the Manufacturer and the carrier within seven clear days of delivery.

11.2. In the event of non-delivery, notice must be given in writing to the Manufacturer and the carrier;

- (a) within 28 clear days of despatch of the goods and;
- (b) any claim in respect thereof must be given in writing to the Manufacturer and the carrier, within 42 clear days of dispatch.

11.3. All other claims must be made in writing to the printer within 28 days of delivery. The printer 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

- (a) it was not possible to comply with the requirements, and
- (b) advice (where required) was given and the claim made as soon as reasonably possible.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force Majeure Event**. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes,



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loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Manufacturers or subcontractors.

13. GENERAL

13.1. Assignment and subcontracting.

- (a) The Manufacturer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Manufacturer.

13.2. Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the third business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one clear Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3. Data Protection.

Where the Manufacturer handles any data which is considered as Personal Data (as defined by the data protection law in force in England at the time) in accordance with the Privacy Policy as made available on the Manufacturers website and as updated from time to time.

13.4. Bribery Policy.

The Customer shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010. The Customer shall promptly report to the Manufacturer any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement.

13.5. Trade Specifics.

The Manufacturer shall not print any matter which in his opinion is or may be of an illegal or libellous nature and the Manufacturer shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter of any infringement of copyright, patent, design or of any 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.

13.6. Severance.

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.7. Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.8. Third party rights.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.9. Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Manufacturer.

13.10. Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.