

Matic Media Services Ltd

Terms & Conditions

1) **PRICE VARIATION:** estimates are based on Matic Media Services Limited's current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise in such costs.

2) **TAX:** Matic Media Services Limited reserves the right to charge the amount of any taxes, value added tax, duties or royalties etc which are payable whether or not included on the estimate or invoice.

3) **PRELIMINARY WORK:** all work carried out, whether experimentally or otherwise, at the customers request shall be charged.

4) **COPY:** a charge may be made to cover any additional work involved where copy supplied is not clear, complete and legible.

5) **PROOFS:** proof copies of all work including photographs may be submitted for customers' approval and Matic Media Services Limited shall incur NO LIABILITY for any errors not corrected by the customer in proofs so submitted. Customer alterations and additions will incur further charges. When layout is left at Matic Media Services Limited's discretion any changes made thereafter will incur further charges.

6) **COPYRIGHT:** The customer shall be solely responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, literatures, maps etc. The customer will indemnify the printer and his agents from any claim arising thereof.

7) **COMPANY IMPRINT:** unless otherwise specially requested in writing all work produced will carry our company imprint which will be positioned at our discretion

8) **DELIVERY AND PAYMENT:** (a) delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed, the ownership shall pass providing full payment has been received by cleared effects. (b) no print work will commence until i) full payment has been received ii) proof approval so submitted. Matic Media Services Limited reserves the right not to start such print work until any such payments, in the case of cheques, have cleared our bank. (c) the responsibility for collection and/or delivery of goods lies with the customer. Any carriage arranged by Matic Media Services Limited is on the customers behalf and the printer is not liable for any delays arising out of that carriage. (d) should expedited delivery be agreed an extra charge may be made to cover any overtime or any other additional costs involved. (e) should work be suspended or delayed at the request or as a result of the customer or their agents for a period of more than 14 days Matic Media Services Limited shall then be entitled to payment for all work already carried out, material specially ordered and other additional costs including, but restricted to, storage. (f) cheques returned to Matic Media Services Limited will incur a handling charge of £20 per transaction. Matic Media Services Limited reserves the right to notify any credit agencies when cheques are so returned.

9) **COMPLETION DATES:** all delivery dates/times given are approximate, unless a guaranteed delivery date has been agreed in writing and the appropriate guarantee payment received. All delivery dates given are approximate and are based ONLY on working days AFTER receipt of i) the final proof copies, ii) written authority to proceed, iii) full payment. Matic Media Services Ltd reserve the right not to commence work until, in the cases of cheques, payment has cleared our banking system. Although every effort will be made to meet such approximate dates, due to the nature of the process Matic Media Services Limited cannot accept any liability or consequential loss claims arising from such a completion date not being met other than to the extent of the refund of any premium charges which may have been paid.

10) **VARIATION IN QUANTITY:** every endeavor will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one or two colours and 5-10 per cent for work in full colour being allowed for overruns or shortages the same to be charged or deducted.

11) **CLAIMS:** any query regarding the condition of goods supplied should be made to Matic Media Services Limited in writing by email or fax as soon as practicable and no later than 24 hours after the collection / receipt of the goods and confirmed in writing NO LATER than 5 working days after same. Any claim regarding non delivery must be made in writing within 10 days on the invoice date. No claims will be entertained that fall outwith this time period.

12) **LIABILITY:** the printer shall not be liable for any loss to the customer arising from delays in transit not caused by the printer.

13) **STANDING MATERIAL:** all plates and associated products used by Matic Media Services Limited shall remain their exclusive property. Such items supplied by the customer shall remain the customer's property, such items being supplied by the customer entirely at their own risk. Matic Media Services Limited reserve the right to destroy or dispose any and all such products immediately after printing has been completed, with the exception of products supplied by the customer which will be retained, at the customers own risk, by Matic Media Services Limited for a period not exceeding 1 month, such clause applying also to goods not collected.

14) **CUSTOMERS PROPERTY:** all property supplied to Matic Media Services Limited by or on behalf of the customer shall while it is in the possession of Matic Media Services Limited or in transit to or from the customer or their agents be deemed to be at the customers own risk unless otherwise agreed by Matic Media Services Limited in writing, such property should be insured accordingly by the customer. Whilst every care is taken Matic Media Services Limited and his agents cannot accept any responsibility for loss or damage to any artwork, photographs, media storage, disk, literature or ANY other property supplied by the customer or their agents, any liability shall be limited to the replacement cost of the basic material to a maximum claim value of £50 (fifty pounds sterling).

15) **MATERIALS SUPPLIED BY THE CUSTOMER:** (a) Matic Media Services Limited may reject any paper, textiles or other materials supplied or specified by the customer which appear to him as unsuitable. Additional costs will be incurred if said defective materials cause an unreasonable delay to the printer. Under no circumstances may any inks or other consumable / chemical products be supplied by the customer or their agents. (b) Where materials are so supplied Matic Media Services Limited will take every care to secure the best results, however responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. (c) it shall be the customer's sole responsibility to satisfy themselves of the suitability of ANY paper/card used, examples include, but are not restricted to: suitability of print for food use, suitability of paper for laser printers etc. Matic Media Services Limited cannot accept responsibility for any claim arising from the unsuitability of printed products. The customer or their agents must also supply an adequate extra amount to cover normal spoilage and set up.

16) **INSOLVENCY / ACCOUNTS:** if the customer ceases to pay debts in the ordinary course of business or cannot pay their 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 which has an act of bankruptcy petition issued against him, Matic Media Services Limited 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 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 to the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply then proceeds towards such debts. **ACCOUNTS:** Matic Media Services Limited will at their discretion determine whether a trade account will be opened after obtaining relevant references and bank opinions supplied by the customer. Accounts are normally only available to council and government bodies and PLC companies and such work only undertaken on the provision of a duly signed purchase order. Such invoices are issued strictly on a nett monthly account, Matic Media Services Limited reserve the right to charge interest on overdue accounts and or to close accounts at any time, in such events all monies, whilst due or not becoming immediately payable.

17) **ILLEGAL MATTER:** (a) Matic Media Services Limited shall not be required to print any matter which in its sole and final opinion is or may be of an illegal or libelous or inappropriate nature or an infringement of the proprietary or other rights of any third party, such conditions being extended to material of an extreme or political nature. (b) Matic Media Services Limited reserves the right to refuse to print any matter which in its opinion may be prejudicial or detrimental to the good of Matic Media Services Limited and or its agents. (c) Matic Media Services Limited shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material printed for the customer and or their agents. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

18) **SUITABILITY OF PRODUCTS:** Matic Media Services Limited accepts no responsibility as the suitability of any printed product. In cases where such printing may be used for clothing labels, food packaging etc it is the customers sole responsibility to ensure the suitability prior to printing, no claim will be entertained

19) **FULL COLOUR PRINTING:** every effort will be made to obtain the best possible colour reproduction on customers work but due to the nature of the process involved Matic Media Services Limited shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are NOT colour accurate and are issued for content checking only.

20) **RIGHT TO CANCEL:** Matic Media Services Limited reserve the right to cancel ANY order at ANY time without reason where such orders are cancelled any monies due will be refunded EXCLUDING any costs incurred as a result of work done on the instructions of the customer or their agents.

21) **INTERNET AND EMAIL:** where orders are placed via electronic means, including but not restricted to, web, internet, email no order will be deemed as accepted by Matic Media Services Limited until such orders are produced on an OFFICIAL Matic Media Services Limited order form, Matic Media Services Limited reserve the right to alter prices on such order forms should the specification of the order differ from the customers original brief/order.

22) **PRINTED RESULTS:** Matic Media Services Limited have no control over the production of artwork supplied by customer and or their agents, the guide produced by Matic Media Services Limited is a basic guide only and in no way provides an exhaustive or guaranteed result, where customers or their agents supply artwork for print on disk or via any other means this is done entirely at the customers own risk Matic Media Services Limited can accept no responsibility for the quality of the printed product.

23) **FORCE MAJEURE:** Matic Media Services Limited shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including, but not limited to: staff illness, act of god, legislation, war, terrorist activity, fire, flood, drought, failure of power, mechanical / machinery failure, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any liability to procure material required for the performance of the contract. During the continuance of such contingency the customer may by written notice to Matic Media Services Limited elect to terminate the contract and pay for work done and material used, but subject thereto shall otherwise accept delivery when available.

24) **RETURN AND REFUND POLICY:** Our 7-day returns guarantee means that if for any reason you are unhappy with your purchase, you can return it to us in its original condition within 7 days of the date you received the item, unopened (with any seals and shrink-wrap intact, clothing must have labels attached) and we will issue a full refund for the price you paid for the item. We can only accept the return of opened items if they are faulty. This returns policy does not affect your statutory rights. We are unable to exchange items that are not damaged, defective or incorrect.

25) **TERMS AND CONDITIONS:** these terms and conditions are those which any order or contract is founded upon and supersede any terms and conditions issued by the customer or their agents prior to or after the placing of any order

26) **LAW:** These conditions and all other express terms of the contract shall be governed and construed in accordance with laws of Scotland. These terms are available in printed format on request - E&OE.