

J.D. LEWIS & SONS LIMITED - (GOMER PRESS)
J.D. LEWIS (CARMARTHEN) LIMITED - (LEWIS PRINTERS)
TERMS OF TRADING

January 2001

In these terms

'we' and 'us' means J.D. Lewis & Sons Limited or J.D. Lewis (Carmarthen) Ltd. whose details are set out overleaf
'the customer' is the person with whom this contract is made
'this contract' means each contract or number of contracts (as the case maybe) to provide services and supply goods made between the customer and us
'goods' see Condition 6.4

1. PRICE AND ADDITIONAL CHARGES

- 1.1. Estimates are based on costs of production at the time given and are valid for no more than 30 days. Prices will be those quoted or (if none) our list price ruling at the date of acceptance of order. Material prices will only become firm on acknowledgement of a receipt of order.
- 1.2. Prices are exclusive of value added tax (unless otherwise specifically stated).
- 1.3. All work done (whether or not on an experimental basis), shall be chargeable at contractual rates.
- 1.4. Additional charges may be made to cover the cost of additional work where copy supplied is late or not clear and legible; if scheduled delivery requires overtime or additional cost, where customer alterations require additional proofs, where the customer changes or specifies style, type or layout previously left to our judgment or left unspecified; where materials supplied by the customer are found to be unsuitable, defective or are delivered to us late or in a form which cannot be accessed without adjusting or supplementing our equipment, in delivering to an address other than that notified in the estimate (see condition 3.3 and 7.2); and for administration (see condition 7.3).

2. PROOFS

- 2.1. The customer shall bear total responsibility for notifying us of any error or inaccuracy in proofs or other work submitted for the customer's approval. Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise specifically agreed.

3. PAYMENT

- 3.1. Subject as provided below we will invoice when the work is completed. Invoice are payable within 30 days unless with prior agreement.
- 3.2. Composition may be invoiced on completion; printing and binding may be invoiced on completion of binding; we may invoice for work done over three months on any continuing work.
- 3.3. In the event of suspension of work, delay, or default by, or of, the customer for a period of 30 days, or of the non-return of approval (as the case may be) of proofs within 60 days of submission, we may invoice for work done, materials ordered and incidental costs incurred or chargeable including storage charges at our published rates.
- 3.4. If payment is not made when due we may cancel this contract and any other contract between the customer and ourselves, suspend any further deliveries and/or charge interest accruing on a daily basis (both before and after any judgment) on any amount unpaid by the customer at a rate of 2 per cent per calendar month or part thereof that payment remains outstanding.
- 3.5. Credit notes will be invoice specific.

4. DELIVERY AND RISK

- 4.1. Delivery of work is deemed to take place when tendered by us; delivery is tendered when we indicate to the customer that work is ready for collection from us or our agents.
- 4.2. Unless otherwise agreed, delivery shall be to the customer's address as set out in the estimate. A charge will be made to cover any additional costs involved in delivery to a different address.
- 4.3. Delivery dates are given by way of guidance only. Unless specifically agreed in writing by one of our directors in relation to delivery dates only, time shall not be of the essence of any contract.
- 4.4. Risk in goods shall pass to the customer upon delivery and the customer should insure accordingly.

5. CLAIMS

- 5.1. Damage and defects to goods must be advised in writing to us within three days and any claim must be made within seven clear days following receipt by the customer or its agent or other person nominated by the customer to receive such goods. All other claims must be made in writing to us within 28 days of receipt by the customer, agent or such nominated person.

6. OWNERSHIP

- 6.1. Notwithstanding that risk in goods may have passed in accordance with these terms, ownership of goods does not pass to the customer until the earliest of the following occurs.
 - 6.1.1. we receive payment for all amounts payable to us under this contract and for all monies outstanding from the customer to us in respect of other goods supplied or services provided by us;
 - 6.1.2. the customer sells the goods in the ordinary course of business in which case ownership of the goods will pass to the customer immediately before title in the goods is deemed to pass the customer's buyer;
 - 6.1.3. we transfer ownership in respect of specified goods by separate written agreement with the customer.
- 6.2. Before ownership has passed, the customer holds the goods as mere bailee and we have the right at any time to recover and sell the goods or any part of them and to enter the premises of the customer or its staff or agents for this purpose.
- 6.3. The customer's licence to sell in Condition 6.1.2. is immediately revoked upon an administrator, administrative receiver or liquidator being appointed in respect of the customer.
- 6.4. For the purposes of this contract, "goods" means printed materials, film, and CRC produced in the course of fulfilling a printing order, final forms of output (whether tapes, discs, film or CRC, specified to be supplied as such to the customer in the original order, and all other goods which we have agreed to supply pursuant to this contract, but excludes lithographic plates, tapes, discs and other media used for storing digital data in the course of setting and copyright belonging to us.

7. CUSTOMER'S PROPERTY, INSURANCE, STORAGE.

- 7.1. All property owned or supplied by the customer and all property stored by us on behalf of the customer will be held, worked on, and carried entirely at the customer's risk and the customer should insure accordingly.
- 7.2. Charges will be made in accordance with our published rates from time to time in force for storage of customer's property.
- 7.3. We may make an administration charge for retrieving, stripping down, and delivering any film which we agree to forward to the customer.

8. VARIATIONS IN QUANTITY

- 8.1. Every endeavour will be made to deliver the correct quantity ordered but the customer may not reject any goods where the quantity delivered is within a margin of 5 per cent of order for work in one colour only, 10 per cent of order for other work. The price of the goods shall be adjusted to take into account the quantity actually delivered.

9. LIABILITY

- 9.1. Our liability (if any) to the customer shall be limited to either rectification by us of the defect to the reasonable satisfaction of the customer or (at the customer's discretion) refund of any payment which the customer has already made on account of the price (subject to deduction of any amount which we are entitled to claim from the customer) except for liability in respect of death or personal injury arising out of our negligence.
- 9.2. We shall not be liable for indirect or consequential loss of any kind whatsoever occasioned by delay in completing the work and the customer will indemnify us against any third party claim arising out of such delay.
- 9.3. Except where this contract is made with a customer dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 or any statutory modification thereof) all warranties and conditions implied by statute or common law are excluded. Where goods are sold under a consumer transaction the statutory rights of the customer are not affected.

10. MATERIALS SUPPLIED BY THE CUSTOMER

- 10.1. The customer warrants that:
 - 10.1.1. any paper, plates, film, discs or other materials supplied by the customer is of a good condition and suitable for the purpose for which it is supplied. We may reject any such materials if we consider them to be unsuitable.
 - 10.1.2. all computer software or other media upon which any information materials or instructions are stored which is supplied by the customer is free from all computer viruses or other instructions or sequences which may adversely affect the operation of any computer or software programme or access to any electronically held information.
- 10.2. No responsibility is accepted by us for any loss cost or claim caused by defect in or unsuitability of materials so supplied or specified or failure or delay in supply.
- 10.3. The customer will supply the quantities of materials advised in our estimates as and when advised by us. We may revise such quantities advised at any time as work proceeds by agreement with the customer.
- 10.4. Electronic files.
 - 10.4.1. It is the customer's responsibility to maintain a copy of any original electronic file.
 - 10.4.2. We shall not be responsible for checking the accuracy of data supplied on electronic files unless otherwise agreed.
- 10.5. We shall not be required to download any digital data from our equipment or supply the same to the customer unless otherwise agreed in writing.

11. INSOLVENCY AND LIEN

- 11.1. If the customer is unable to pay its debts as they fall due or (being a company) has a winding-up petition issued against it or receiver administrator or liquidator appointed in respect of it or (being an individual) has a bankruptcy petition issued against him or interim order made against him without prejudice to other remedies we shall have the right not to proceed further with this contract or any other work for the customer and be entitled to immediate payment for work already carried out (whether completed or not) and materials purchased pursuant to this contract.
- 11.2. In respect of all unpaid debts due or becoming due from the customer we have a general lien on all the customer's goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to the customer advising of our intention to exercise the powers in this Condition 11.2 to dispose of such goods or property in such manner to such person and at such price as we think fit and to apply the proceeds in or towards such debts.

12. ILLEGAL MATTER

- 12.1. We shall not be required to print any matter which in our opinion is or may be of an illegal nature or an infringement of the proprietary or other rights of any third party or libellous.

13. INDEMNITY

- 13.1. The customer will indemnify us against claims, costs and expenses arising out of any illegal or 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 and for and against any loss or claim cost and expenses arising out of a breach of the warranty in Condition 10.1.

14. PERIODICAL PUBLICATIONS

- 14.1. A contract for the printing of a periodical publication may only be terminated by either party on 13 weeks notice in writing in case of periodicals produced monthly or more frequently or 26 weeks in writing in the case of other periodicals. Notice may only be given after completion of work on any one issue. Nevertheless we may terminate any contract forthwith should any sum due thereunder remain unpaid or pursuant to Clause 11.1.

15. FORCE MAJEURE

- 15.1. We shall be under no liability if we are unable to carry out any provision of this contract for any reason beyond our reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the customer; 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. During the continuance of such a contingency the customer may by written notice to us elect to terminate this contract subject to having paid for work done and materials used.

16. GENERAL PROVISIONS

- 16.1. These terms and conditions shall apply to all contracts made with our customers unless otherwise agreed in writing to the exclusion of any other terms, conditions and warranties (except warranties made in writing and attached to or confirmed in our estimates.)
- 16.2. We may carry out our obligations under this agreement through any agents or subcontractors (including companies in our group) appointed by us in our absolute discretion for that purpose provided that any act or omission of such agents or subcontractors will be deemed to be our act or omission.
- 16.3. Where the definition of the customer comprises two or more persons the liability of such persons under this contract is joint and several and the events described in condition 11.1 shall be deemed to have occurred in relation to the customer if they occur in relation to either or any of such persons. In these terms and conditions the masculine includes the feminine and the singular includes the plural and vice versa (in each case).
- 16.4. These terms and any other express terms of this contract with the customer shall be governed and construed in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.