

## 1.COST VARIATION

Estimates are based on the current costs of production and are subject to amendment by The Windrush Group on or at any time after acceptance to meet any rise or fall in such costs.

## 2.VALUE ADDED TAX

The Windrush Group shall be entitled to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

## 3.PRELIMINARY WORK

Work carried out, whether experimentally or otherwise at customer's request will be charged.

## 4.PROOFS

Author's corrections, including alterations in style and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of work may be submitted for customer's approval, and in that event, no responsibility will be accepted for any errors in them not corrected by him.

## 5.DELIVERY AND PAYMENT

(a) Delivery of work shall be accepted when tendered and there-upon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.

(b) Unless otherwise specified, the price quoted is for delivery of the work 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.

(c) Should expedited delivery be agreed an extra may be charged 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 30 days The Windrush Group shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs, including storage.

## 6.CLAIMS

Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to The Windrush Group and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to The Windrush Group within 10 days of delivery.

## 7.LIABILITY

(a) The Windrush Group shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customers arising from delay in transit.

(b) Where work is defective for any reason, including negligence, The Windrush Group's liability (if any) shall be limited to rectifying such defect.

## 8.CUSTOMER'S PROPERTY

Customer's property and all property supplied to The Windrush Group by, or on behalf of, the customer will be held, worked on, and carried at customer's risk.

## 9.MATERIAL SUPPLIED BY CUSTOMER

(a) The Windrush Group may reject any paper, plates or any other materials supplied or specified by the customer which appear to it to be unsuitable during production.

(b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by The Windrush Group unless this is due to his failure to use reasonable skill and care.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

## 10.GENERAL LIEN

Without prejudice to other remedies, The Windrush Group shall, in respect of unpaid debts 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 as he thinks fit and to apply any proceeds towards such debts.

## 11.ILEGAL MATTER

(a) The Windrush Group shall not be required to print any matter, which in its opinion, is or may be of, an illegal or libellous nature.

(b) The Windrush Group shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the customer or any infringement of copyright, patent or designs.

## 12.FORCE MAJEURE

Every effort will be made to carry out the contract but its due performance is subject to cancellation by The Windrush

Group or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond The Windrush Group's control.

## 13.LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

A schedule of delivery to be agreed at time of a firm order. Acceptance of this estimate and conditions must be in writing.

Any variation from the original enquiry upon which the estimate is based, must be negotiated and a price agreed, in writing, before acceptance of order. In the event of the order being processed, the customer will be charged for the work carried out.