

# SPECTRUM PRINTING

## TERMS & CONDITIONS

### 1 Definition

'the Seller' shall mean Spectrum Printing  
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**Conditions'** Shall mean the goods and/or the work comprised in such goods which the supplier will supply in accordance with these conditions and specified in an order.

'the Order' Shall mean the goods and/or the work comprised in such goods which the supplier will supply in accordance with these conditions and specified in an order.

'the Buyer' Shall mean the firm, company or person from whom the order was received.

### 2 General

2.1 The Supplier shall supply and the Buyer shall purchase the Goods in accordance with and subject to these conditions.

2.2 All Orders placed and all acceptances given for the Goods are subject to the following express terms and conditions and these Conditions shall apply notwithstanding any condition to the contrary in the supplier's conditions or established from any previous course of dealing (with so far as they are inconsistent with these Conditions are deemed to be waived).

2.3 No modification of these conditions shall be effective unless made by an express written agreement between the parties. The signing by the Buyer of any of the Supplier's documentation shall not imply any modification of these conditions.

### 3 The Price and Payment

3.1 The Price shall be the price set out in the quotation provided to the Buyer. VAT will be charged if applicable at the rate prevailing at the time of the Seller's invoice.

3.2 For new customers payment shall be in advance on receipt of a pro forma invoice. This will be paid prior to any order being implemented or despatched. For existing customers credit facilities may be available and payment will be in accordance with payment terms agreed in writing with the Buyer, but will normally be at month end following the date of the invoice.

3.3 If a payment from the Buyer is late as defined by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) then the interest rates as set out there in shall apply and the Buyer shall pay such interest on any overdue amount from the date on which payment was due to the date of actual payment. In addition there will be interest charged at 4% above the Bank of England base rate.

3.4 If payment is still not received on demand then the Seller reserves the right to instruct an independent debt collection agency to recover the debt and the Buyer shall be responsible for all additional costs incurred by the Seller for this service.

3.3 The Seller may at any time without prior notice withdraw any credit facilities agreed with the Buyer.

3.4 The Buyer may set off against any sums due to the Supplier (whether under the contract or otherwise) any lawful set off or counter claim to which the Buyer may at any time be entitled.

### 4 Proofing

4.1 The Buyer shall be provided with either a PDF Proof (low resolution) or, on request, a hard copy proof. The buyer is to provide approval of the proof in writing prior to the job proceeding to print. Should any error materialise after approval has been given, this shall be the sole responsibility of the Buyer.

### 5 File Supply

5.1 All files should be supplied in high resolution PDF format. All pages should also be provided with printers bleed where applicable and set to actual size.

5.2 All jobs are to be sent as CMYK files and any spot colours included should be converted by the Buyer prior to sending. PDF prints supplied containing RGB images are not recommended and if provided the Seller will accept no responsibility for any issues caused by the conversion of such documents.

### 6 Purpose for which the Goods are required

The supplier is deemed to have notice of the purpose for which the Goods are required and the Goods shall therefore:-

6.1 Conform to the quantity, quality and description shown on the Order and be fit for purpose whether expressed or implied.

### 7 Packaging

7.1 The seller shall ensure the Goods or any part thereof which are the subject of the contract shall be properly and adequately packed to ensure no risk of damage to the Goods in transit.

### 8 Inspection before Delivery

8.1 An inspector or representative or an agent of the Buyer shall have the right to inspect or test the Goods and/or the work comprised in the Goods at any reasonable time at the premises of the Supplier. Any such inspector or representative or agent shall have the right to reject the whole or any part of the Goods and/or such work which does not accord with the Order.

### 9 Delivery of Title and Risk

9.1 Delivery of the goods by the Supplier shall take effect at the Buyer's place of business or such other address as instructed by the Buyer.

9.2 In the event the Buyer collects the Goods from the premises of the Supplier, delivery shall take effect at the moment when the loading of the Goods onto the buyer's collecting vehicle is complete.

9.3 Unless instructed to the contrary by the Buyer, the Supplier shall deliver the Goods and/or complete the work comprised in the Order by the date specified, and where a specified date/time is indicated in the Order time shall be deemed to be of the essence.

9.4 Title of the Goods shall pass to the Buyer upon payment of the invoice for the Order.

9.5 The Goods shall remain at the risk of the Supplier until such time as delivery is effected, notwithstanding that delivery may have been postponed pursuant to clause 7.6.

9.6 If for any reason the Buyer is unable to accept delivery of the Goods at the time agreed, the Supplier shall store and safeguard the said Goods and take all reasonable steps to prevent damage or deterioration to them until delivery. Any storage requests must be made in writing prior to the requested delivery date and will be subject to additional charges.

### 10 Inspection and Rejection

10.1 The goods may be inspected by the Buyer upon receipt and the Buyer reserves the right at such inspection to reject any of the goods that are considered to be defective. Contact should immediately be made with the Seller to inform them of the reasons for such rejection.

### 11 Cancellation

11.1 The Buyer shall without prejudice to any other right to terminate an Order be entitled to cancel an Order or to terminate it in part at any time if:-

11.1.1 the material or workmanship of the work comprised in the Goods does not reach the standard specified or does not pass such inspection a may be required by the Buyer, his customer of its agent or by any Government Department concerned with the Goods or such work.

11.1.2 The Goods and/or work comprised in the Goods or any part thereof have not been completed to the satisfaction of the Buyer in accordance with a timetable agreed between the parties in the Order or subsequently for the delivery of the Goods in consignments or the staged completion of the works comprised therein.

11.2 The supplier is able to cancel the order at any time on giving written notice to the Buyer prior to any work being undertaken.

### 12 Specification

12.1 The Buyer reserves the right to change the specification of any of the Goods or any part of the work comprised before any work is undertaken. In such event the Buyer and Seller will renegotiate the Order.

### 13 Confidentiality

13.1 The Order and its contents shall be treated as confidential and shall not be disclosed by the Supplier. In the event of the Supplier wishing to use the Order or its contents for advertisement, display or publication, the Buyers first written consent must be obtained.

### 14 Proper Law

14.1 These conditions shall in all respects be governed by and interpreted in accordance with the laws of England and Wales, and both the Buyer and Supplier submit to the jurisdiction of the High Court of Justice in England and Wales.