

# Lime PM Terms and Conditions of Contract

It is our policy to provide our customers with the highest standards of service, a quality product and competitive prices. Our terms and conditions aim to clearly state the business relationship between ourselves and our customers.

## PRICE VARIATION

The prices quoted in any estimate are valid for 30 days from the date of the estimate and are based on the information given to us by the customer. Prices may be subject to alteration if the specification of the job when received differs from that which was quoted or if any customer supplied item does not meet our specification. In the event of any price increase we will notify the customer in advance of proceeding with the order, the customer may have the option to cancel the order, making payment for any work done to date, altering the specification or proceeding as the new price.

## ADDITIONAL COSTS

Additional costs may be incurred as the job progresses for authors corrections, delivery costs over and above those included in the estimate, courier deliveries, changes to the specification, other additional work requested, AB samples and customer supplied materials that do not meet the specifications to enable them to be processed as quoted.

## VALUE ADDED TAX

All prices are quoted exclusive of Value Added Tax and this will be added to any invoice where applicable, at the current rate on date of delivery. Where goods are invoiced at a lower rate and the Customs and Excise deem a higher rate should have been applicable, then we shall be entitled to invoice the customer for any additional VAT.

## DIGITAL DATA

Where a customer supplies data or artwork in a digital form it is assumed that these files can be run to output or that we can provide any data manipulation included in the estimate without any additional computer programming or improvement of the customers files.

## PROOFS

Proofs of all work may be submitted to the customer for approval. You should carefully check every element of the job on each and every proof, even if you have previously approved other proofs. Where corrections are made it is not sufficient to merely check the correction alone, the whole proof must be re-checked. Where live samples from customer's data are produced, the customer must also check the variable data elements, to ensure we have correctly interpreted any instructions regarding the manipulation of data. Alteration and re-proofs will be charged extra. No liability will be accepted for any errors where the customer approves or corrects proofs by telephone and does not return a proof signed and dated or altered as confirmation prior to actual production. Where colour corrections are made verbally or single proofs not returned Lime PM will use its best endeavours to produce an acceptable job but will not be responsible for any colour variation from the proof.

Customers should note that digital ink jet proofs will not be an accurate facsimile of Offset Litho production for colour purposes.

Lime PM will not accept any responsibility for any errors, howsoever caused, not corrected by the customer prior to production.

## DELIVERY/PAYMENT

Delivery will be accepted by the customer when the job has been completed or is complete and ready to mail and payment will become due. Where the material element of any job exceeds £1000 Lime PM may at its discretion invoice the material in advance, as 'part production cost', the same being pre-paid by the customer in advance of any production. Should any job be suspended or delivery delayed by the customer for a period of 30 days then Lime PM may bill work to date. Where a customer has not opened a credit account with Lime, payment terms will be 50% with order and the balance payable before delivery. Lime PM credit terms allow for 30 days credit following the month of invoice for approved credit accounts up to agreed limits. Any other payment terms must be agreed in advance and confirmed in writing by a director. Interest may be charged on overdue accounts at 2% per month to outstanding balances overdue.

## POSTAGE

Postage will be pre-paid by the customer with cleared funds in advance of any mailing. Where the actual quantity or rate of postage is unknown in advance, then the customer will deposit a sum greater than the estimated amount for postage, with any surplus being credited against production costs. Mailing may be delayed by Lime PM if cleared funds have not been received by the mailing date. All postage transacted via Lime PM mail accounts will be subject to a handling charge of 2% of the actual postage estimate to cover our costs in billing, banking and making payments. Alternatively customers can arrange for their own accounts with the Post Office and supply us with the appropriate documentation.

## ERRORS

Because of the bespoke nature of our business occasionally errors will occur, even with our stringent quality control checks. Where the error is the fault of Lime PM we will rectify the situation to the best of our ability. Our liability in all circumstances will be limited to the total contract price excluding postage. We will not accept liability for any indirect or consequential loss or damage, loss of profits or goodwill or loss of any kind, other than the direct loss suffered by the customer and subject to the limitation of the total contract price excluding postage.

## DELIVERY SCHEDULES

Where a production schedule is agreed, this is done on the basis of the customer supplying any materials or returning proofs by agreed dates. If a customer is late in delivering any item it may be possible to meet the original schedule by incurring additional charges to cover any overtime necessary. Because of the bespoke nature of our business it is often difficult to accurately gauge production output until the job has commenced, Lime PM will not accept any contingent liability for loss, damage or third party claims occasioned by delay in completing the work for whatever reason. Any delay in delivery caused by the failure of Postal delivery services will not be our responsibility.

## VARIATIONS IN QUANTITY

We make every effort to deliver the quantity ordered of all printed items, however due to the individual nature of every job we may manufacture overs or unders. Up to 10% should be allowed for multi-colour work; we will freely deliver all overs at no extra charge, but will not be under any obligation to make good shortages within this margin, we will however reduce the invoice accordingly. Customers are asked to ensure they take account of this margin when supplying items for mailing and to order sufficient stocks to allow for spoilage.

## SUB-CONTRACTING

Lime PM may sub-contract all or parts of this contract without any reference to the customer, in such case Lime PM will accept full responsibility for the performance of any sub contractor as if the sub-contracted elements were being produced in its own facilities.

## STORAGE

Unless otherwise advised in writing before the commencement of any production, following the completion of any mailing, any excess materials supplied by us or the customer will only be held for 14 days, thereafter they may be destroyed. Where materials are stored on behalf of a customer a storage charge will be made, unless otherwise agreed, all materials supplied by the customer are at the customers risk whilst in our hands and the customer is responsible for arranging adequate insurance cover. Whilst all customer supplied materials will be kept in safe dry conditions we cannot accept any responsibility for deterioration in quality or the suitability for lasering or any other production process for items stored on a long-term basis.

## CUSTOMER SUPPLIED MATERIALS

Materials supplied by the customer will be accepted on the basis of the supplier's delivery note that will be signed as 'unexamined' and goods will not be counted. All deliveries of one pallet or more must adhere to our standard delivery instructions and the delivery booked in with us for a specific delivery date. Deliveries not booked in or accompanied with a detailed delivery note will be refused. Should you require a partial or detailed check of any goods delivered to us by another supplier this may be arranged at extra cost. Details of our delivery and packing requirements are available on our web site.

Materials supplied must adhere to the standard specification relative to the processes used in production of any item or be subject to pre-trial and approval before we will commit to production or a schedule for production. Full details of standard specifications are available on request and via our web site. We take full responsibility for all materials supplied by us. Where a customer supplies materials for mailing then sufficient overs must be supplied to cover any spoilages.

## ENVIRONMENTAL

We make every effort to re-cycle all materials and minimise the cost of disposal of all waste. Where customer supplied materials are not delivered on standard Euro pallets, we will make a charge of £2.50 per pallet to cover the cost of disposal as these cannot be re-cycled. Where the customer instructs us to arrange for disposal of overs or any stock held on their behalf we reserve the right to charge disposal at the rate of £65 per tonne for normal waste paper re-cycling, any other form of disposal will be charged at cost.

## STANDING MATERIALS

Lime PM uses computer to plate technology in its printing plant and all plates are destroyed on completion of production. Customer supplied files can be returned on completion in their original form only, duplicate system files remain our property and will only be kept for a maximum of six months, unless we are specifically requested to hold them for a longer period. We will make copies of our system files available to customers where we still hold them, however a nominal charge of £60 will be made to open, download and transmit the file or any part of it.

## INTELLECTUAL PROPERTY

The intellectual property rights in any work created by or for Lime PM for any customer in relation to any contract shall vest in Lime PM unless it is agreed in writing that such rights will pass to the client

## TERMINATION & CANCELLATION

Either party shall be entitled to terminate this contract by notice in writing to the other in the event of any material breach by the other party of any of its obligations under this contract. The termination shall take effect 14 days after receipt of written notice unless the defaulting party has remedied the default within this time.

Lime PM shall be entitled to terminate this contract by notice in writing in the event of the customers failure to pay in accordance with the terms of the contract or in the event of the customer committing an act of bankruptcy or taking any steps leading to liquidation, making arrangements with its creditors or having a receiver or administrative receiver appointed over any of its assets.

In the event of termination under this clause the customer shall pay any outstanding sums due from it to Lime PM.

Where the customer cancels the contract it will pay Lime PM a reasonable sum for the work carried out prior to cancellation together with a reasonable profit on the uncompleted portion of the contract.

## DATA PROTECTION ACT

Lime PM is registered under the Data Protection Act and all data supplied to and maintained by the company is solely used for the purposes of the client who supplied the material.

## ILLEGAL MATTER

The customer will indemnify Lime PM in respect of all claims made against the company for any material the customer has requested to be produced. Lime PM may at its' sole discretion refuse to produce any material it feels may cause offence, infringe copyright, or for any other reason, without explanation or liability to the customer. Lime PM adheres to all statutory requirements and industry codes of practice.

## ACCEPTANCE OF ORDERS

The placing of orders by the customer and our acceptance of the same will be on the basis that the customer agrees that these terms and conditions will apply to the contract between us, regardless of any terms and conditions implied by the customers order.

## SEVERABILITY

Notwithstanding that any provisions of this contract may prove to be illegal or unenforceable the remaining provisions shall continue in full force and effect.

## LAW

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