



## Standard Conditions of Sale

- 1. Price variation** Estimates are based on Cheap Integrated Labels current costs of production and, unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs during production.
- 2. Tax** Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Cheap Integrated Labels reserves the right to charge the amount of any value added tax payable - whether or not included on the estimate or invoice.
- 3. Preliminary work** All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
- 4. Copy** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
- 5. Proofs** Proofs of all work may be submitted for customer's approval and Cheap Integrated Labels shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customers alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Cheap Integrated Labels judgement, changes therefrom made by the customer shall be charged extra.
- 6. 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 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 the default of the customer for a period of 30 days Cheap Integrated Labels shall then be entitled to payment for work already carried out materials specially ordered and other additional costs including storage.  
(e) Goods remain the property of Cheap Integrated Labels until full payment is received.
- 7. Proforma** It is at our discretion whether a proforma invoice will be submitted or not, however you will be informed before receiving one, and payment is due by return. No work will be carried out before payment is cleared. Delay in payment will affect any previously made delivery promises.
- 8. Cancellation** If at any time before delivery of a final print is received by the customer, the job is cancelled, whether it be by the customer, or Cheap Integrated Labels the customer will be liable for invoicing of all work completed up to and including the date of cancellation.
- 9. Variations in quantity** Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage the same to be charged or deducted.
- 10. Claims** Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Cheap Integrated Labels within three clear days of delivery and any claim in respect thereof must be made in writing to Cheap Integrated Labels within seven clear days of delivery. All other claims must be made in writing to Cheap Integrated Labels within 48 hours of delivery. Cheap Integrated Labels shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that(i) was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
- 11. Liability** Cheap Integrated Labels shall not be liable for any loss to the customer arising from delay in transit.
- 12. Standing material** (a) Metal, film, glass and other materials owned by Cheap Integrated Labels and used by them in the production of type, plates, moulds stereotypes, electrotypes, film setting negatives, positives and the like shall remain their exclusive property. Such items when supplied by the customer shall remain the customer's property.  
(b) Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
- 13. Customer's property** (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to Cheap Integrated Labels by or on behalf of the customer shall while it is in the possession of Cheap Integrated Labels or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.  
(b) Cheap Integrated Labels shall be entitled to make a reasonable charge for the storage of any customer's property left with Cheap Integrated Labels before receipt of the order or after notification to the customer of completion of the work.
- 14. Material supplied to the customer** (a) Cheap Integrated Labels may reject any paper, plates or other materials supplied or specified by the customer which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Cheap Integrated Labels in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.  
(b) Where materials are so supplied or specified Cheap Integrated Labels will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.  
(c) Quantities of materials supplied shall be adequate to cover normal spoilage.
- 15. Insolvency** If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company that is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, Cheap Integrated Labels 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 on 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 the proceeds towards such debts.
- 16. Illegal matter** (a) Cheap Integrated Labels shall not be required to print any matter which in their opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.  
(b) Cheap Integrated Labels shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any 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. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 17. Periodical publications** A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless Cheap Integrated Labels may terminate any such contract forthwith should any sum due thereunder remain unpaid.
- 18. Force majeure** Cheap Integrated Labels shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, 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 contingency the customer may by written notice to Cheap Integrated Labels elect to terminate the contract and pay for the work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 19. Retention of Title** (a) Goods remain the Seller's property (Cheap Integrated Labels) until the buyer has paid in full and discharged all other debts owing to the Seller.  
(b) If the Buyer becomes subject to Administration or Insolvency and the Goods have not been paid for in full the Seller may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.  
(c) If the Buyer shall sell, use (or part use) the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the Seller in a separate account until any sum owing to the Seller has been discharged from such proceeds.
- 20. Law** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

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### SUPPLIERS LIABILITY CONCERNING STORAGE

1. Users must appreciate that paper is a material which is rapidly and considerably affected by storage and usage conditions. Unless precautions are taken it is liable to be affected by variations in temperature and humidity. Variations in humidity are the most serious and will, by changing the moisture content of the stationery, alter its size and strength characteristics.
2. **Humidity**  
Label Stationery should be stored in conditions between 40% r.h. 60% r.h.  
If label stationery is stored outside these limits a progressive deterioration in performance must be expected. This may be minimized if sufficient time is allowed for acclimatization to the conditions in which it is to be used but paper exposed to extremes of humidity may be permanently damaged.
3. **Temperature**  
Label Stationery should be stored at a temperature between 16°C and 25°C (between 60°F and 75°F). Transient variations outside this range will not normally affect its performance. If label stationery is transferred from a cold room to a warm room it will experience a temporary warp. In this case time should be allowed for it to become acclimatized before being used.
4. **Stacking**  
Label stationery should be kept in the original boxes until required for use. The boxes should be stored lid uppermost and not directly touching the floor. They should not be stored close to pipes, radiators, hot air ducts, open windows, or such like. Boxes should not be stacked more than five high, should be supported squarely at the bottom and should have no heavy weight placed upon them. Partly used boxes should not be placed within a stack but may be placed as the top box in a stack of five.

NO LIABILITY WILL BE ACCEPTED IF THE ABOVE CONDITIONS ARE NOT ADHERED TO