

N3 Display Graphics Limited

Terms and Conditions

Please take time to read the important information concerning our Terms and Conditions.

Our Terms and Conditions have been split up into the following sections for your ease of use.

- Prices
- Preliminary work
- Proofs
- Copy
- Tax
- Delivery and payment
- Claims
- Liability
- Standing material
- Materials supplied by the customer
- Customer property
- Illegal matter
- Force majeure

PRICES: Unless a written estimate has been issued by the Company confirming prices, the prices stated on any Company literature are subject to alteration without notice. Estimates are based on the current costs of production and are subject to amendment by us on or at any time after acceptance to meet any rise or fall in such costs.

PRELIMINARY WORK: All work carried out, whether experimentally or otherwise, at customer's request may be charged.

PROOFS: Proofs of all work may be submitted for customer's approval and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to the Company's judgement, charges there for made by the customer may be charged extra.

COPY: A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

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, the Company reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

DELIVERY AND PAYMENT:

- (a) Delivery of work shall be accepted when tendered and thereupon, 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 Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

CLAIMS: Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company within three clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Company within 20 days of delivery. The Company 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 (a) it was not possible to comply with the requirements and (b) advice (where required) was given and the claim made as soon as reasonably possible.

LIABILITY: The Company shall not be liable for any loss to the customer arising from delay in transit not caused by the Company.

STANDING MATERIAL:

(a) Discs, opticals, syquests, artwork (bromide, film) and other materials owned by the Company and used by it in the production and origination of the whole shall remain its exclusive property. Such items when supplied by the customer shall remain the customer's property.

(b) Origination may be returned or deleted immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

MATERIALS SUPPLIED BY THE CUSTOMER:

(a) The Company may reject any paper, plates or other materials supplied or specified by the customer which appear to him 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 the Company 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, the Company 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.

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 the Company by or on behalf of the customer shall while it is in the possession of the Company or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) The Company shall be entitled to make a reasonable charge for the storage of any customer's property left with the Company before receipt of the order or after notification to the customer of completion of the work.

ILLEGAL MATTER:

(a) The Company shall not be required to print any matter which in its 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) The Company shall be indemnified by the customer in respect of any claims, cost 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.

FORCE MAJEURE: The Company shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, 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 the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.