

**TERMS AND CONDITIONS FOR THE SUPPLY OF PRINTING GOODS AND SERVICES**

**The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 9.**

- |   |  |
|---|--|
| <p>1. <b>DEFINITIONS AND INTERPRETATION</b><br/>The definitions and interpretation clauses in Appendix 1 apply to these Conditions.</p> <p>2. <b>CONTRACT FORMATION</b><br/>Any quotation by the Supplier will be valid for the period specified in that quotation or if no such date is specified then 4 weeks from and including its date. A quotation will constitute an invitation to treat and not an offer.</p> <p>2.1 The Order constitutes an offer by the Customer to purchase Goods/Services from the Supplier on these Conditions. A contract for the supply of Goods/Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order.</p> <p>2.2 The Order constitutes an offer by the Customer to purchase Goods/Services from the Supplier on these Conditions. A contract for the supply of Goods/Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order.</p> <p>2.3 These Conditions are the only terms and conditions on which the Supplier will supply goods and services to the Customer and apply to the exclusion of all other terms and conditions including any which the Customer purports to apply and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.</p> <p>2.4 Delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Conditions.</p> <p>2.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with <b>Condition 6.5</b>. Each instalment will be deemed a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.</p> <p>3. <b>THE GOODS</b><br/>3.1 The Supplier will be entitled at any time to (i) vary the design, finish or Specification of Goods and/or their packaging and/or (ii) substitute any materials which are used in Goods and which are unavailable for any reason with alternative materials, to the extent that this does not materially affect their quality or performance or this is necessary to comply with Applicable Law. The Supplier will use reasonable endeavours to give the Customer prior written notice of such variation or substitution.</p> <p>3.2 All samples, descriptive matter and advertising by the Supplier are for the sole purpose of giving an approximate idea of the relevant Good. The Contract is not a sale by sample.</p> <p>3.3 The Supplier may refuse or cancel any Order to print any matter, which in its absolute discretion is offensive, defamatory, libellous, obscene, immoral or inappropriate, detrimental to its image, of an illegal nature or which might involve any infringement of any third party's rights.</p> <p>4. <b>DELIVERY</b><br/>4.1 The Goods will be delivered at the Supplier's premises Ex Works (as such term is defined in Incoterms 2010). Delivery of the Goods will be deemed to occur when the Supplier completes its delivery obligations under that Incoterm. To the extent only of any conflict or inconsistency between that Incoterm and these Conditions, that Incoterm will take precedence.</p> <p>4.2 Accordingly, the Supplier is responsible for collecting, loading and unloading the Goods. Collection will be during Business Hours within a period of 2 Business Days from and including the day on which the Supplier informs the Customer that the Goods are available for collection.</p> <p>4.3 Notwithstanding <b>Conditions 4.1 and 4.2</b>, the Supplier may, at its discretion, arrange physical delivery of the Goods to the address specified by the Customer if the Customer requires. The Supplier will inform the Customer in advance of the date on which the Goods will be delivered.</p> <p>4.4 The Supplier will use reasonable endeavours to make available for collection or physically deliver Goods (as applicable) on the estimated delivery date in the Order Acknowledgement, but time for delivery of the Goods will not be of the essence.</p> <p>4.5 If the Goods have not been made available for collection or physically delivered by the Supplier within 7 Business Days from the delivery date in the Order Acknowledgement or otherwise agreed between the parties; and the Supplier does not do so within a further 7 Business Days of written notice being given by the Customer, the Customer will be entitled to cancel the Contract by giving written notice to that effect to the Supplier. Following such cancellation the Supplier will refund monies and/or the Customer will not be required to pay any further monies in respect of the cancelled Goods. Subject to <b>Condition 9.4</b>, the Supplier's sole Liability for its failure to deliver the Goods will be limited to the price (exclusive of VAT) paid by the Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. Customer will have no other rights entitled to cancel the Contract or to reject any Goods by reason of a delay in delivery or failure to deliver.</p> <p>4.6 If delivery occurs but the Customer fails to collect or accept physical delivery of the Goods, the Supplier may arrange storage of the Goods, take such action it considers necessary to attempt to re-deliver the Goods, following written notice to the Customer treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit (including by sale to another person). If the Supplier sells any of the Goods under this <b>Condition 4.6</b> at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Supplier will be entitled to charge the Customer for the shortfall. The Supplier may charge the Customer for all costs and expenses which the Supplier incurs under this <b>Condition</b>.</p> <p>4.7 If the Supplier delivers a quantity of Goods which is up to 5% more or less than the quantity set out in the Contract, this will not give the Customer the right to reject any Goods delivered. The sum invoiced by the Supplier under <b>Condition 6.5</b> will be adjusted on a pro rata basis to take account of the over or under delivery. The Supplier will not be liable to the Customer for any loss, damage, costs or expenses as a result of the over or under delivery.</p> | <p>5. <b>PASSING OF RISK AND TITLE</b><br/>5.1 Legal and beneficial ownership of the Goods and risk of damage to or loss of the Goods will pass to the Customer on delivery.</p> <p>6. <b>PRICE AND PAYMENT</b><br/>6.1 The Customer will pay the Prices and Charges to the Supplier in accordance with this <b>Condition 6</b>.</p> <p>6.2 The Prices and Charges are exclusive of packaging, insurance, carriage and delivery costs and Expenses which will be payable by the Customer.</p> <p>6.3 Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in as prescribed by law from time to time.</p> <p>6.4 The Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of any change in Applicable Law, any variation in the Customer's requirements for the Goods and/or Services, any information provided by the Customer being inaccurate or incomplete, any failure or delay by the Customer in providing information or any change in the price of paper.</p> <p>6.5 The Supplier will be entitled to invoice the Customer for those items in <b>Conditions 6.1 and 6.2</b> at any time following the Supplier issuing the Order Acknowledgement. Each invoice will be payable by the Customer within 30 days following the date on which the invoice is issued or such shorter period specified in the Order Acknowledgement. All payments will be made in pounds sterling in cleared funds.</p> <p>6.6 Time will be of the essence in respect of the timescales for payment of invoices set out in <b>Condition 6.5</b>.</p> <p>6.7 The Supplier will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer to any invoice.</p> <p>6.8 If any sum payable under the Contract is not paid on or before the due date for payment the Supplier may charge the Customer interest on that sum at 2% per annum above the base lending rate from time to time of Barclays Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The Supplier may, at its sole discretion and as an alternative to the foregoing, claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.</p> <p>6.9 If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 7 days after the due date the Supplier will be entitled to withhold further deliveries of Goods and to suspend provision of the Services until payment of all overdue sums has been made and/or vary the invoicing and/or payment terms set out in the Contract.</p> <p>6.10 Save as required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.</p> <p>6.11 Following expiry or termination of the Contract:<br/>6.11.1 the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and<br/>6.11.2 all invoices (including any invoices issued under <b>Condition 6.11.1</b>) will become immediately due and payable by the Customer.</p> <p>7. <b>WARRANTY</b><br/>7.1 The Supplier warrants to the Customer that on delivery the Goods will:<br/>7.1.1 subject to <b>Condition 3.1</b>, conform to the Specification in all material respects; and<br/>7.1.2 be free from material defects in design, materials or workmanship.</p> <p>7.2 The Customer will inspect the Goods on delivery or deemed delivery and will within 3 Business Days (including the date of delivery) given written notice to the Supplier of any breach of the warranty at <b>Condition 7.1</b>. If no such written notice is given the Goods will be deemed to have been accepted and the warranty complied with. If such notice is given the Customer will:<br/>7.2.1 at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Good or permit the Supplier or its agent or sub-contractor to inspect it at the Customer's premises; and<br/>7.2.2 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.</p> <p>7.3 Subject to <b>Condition 9.4</b>, the Supplier's only Liability for breach of either of the warranties at <b>Condition 7.1</b> will be, at the Supplier's option, to repair or replace the relevant Good, to reduce the Price of the relevant Good by a sum, or offer a refund, which is equitable in the circumstances.</p> <p>7.4 The Customer's only remedy for breach of the obligation at <b>Condition 7.3</b> will be in damages.</p> <p>7.5 Subject to <b>Condition 9.4</b>, the Supplier will not have any Liability for a breach of a warranty at <b>Condition 7.1</b> if or to the extent that:<br/>7.5.1 the Customer does not comply with <b>Condition 7.2</b> in respect of the breach;<br/>7.5.2 where the Supplier was not responsible for physical delivery of the Goods, the relevant defect was caused after delivery;<br/>7.5.3 the relevant defect was caused by fair wear and tear;<br/>7.5.4 the relevant defect was drawn to the Customer's attention before formation of the Contract or the Good was examined by the Customer before formation of the Contract and the examination ought to have revealed the defect;<br/>7.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier; or<br/>7.5.6 the Customer makes further use of the relevant Good after discovering the relevant breach.</p> |
|---|--|

	The warranties under <b>Condition 7.1</b> will apply to any Goods which are repaired or replaced under <b>Condition 7.3</b> .		takes to comply with this <b>Condition</b> , and permit the Supplier to inspect those records as reasonably required;
7.6	Subject to <b>Condition 9.4</b> , all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded.	11.5.4	promptly notify the Supplier of any request or demand for any financial or other advantage received by it and any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Contract; and
8.	<b>SERVICES</b>		
8.1	The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.	11.6	The Customer will promptly notify the Supplier of any breach of Condition 11.5. The Supplier may terminate this Contract immediately on written notice to the Customer if the Customer is in breach of <b>Condition 11.5</b> .
8.2	The Supplier will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.	12. 12.1	<b>TERMINATION</b> If a party: 12.1.1 commits a material breach of the Contract which cannot be remedied; or 12.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice, the other party may terminate the Contract by giving not less than 7 days' written notice to that effect to the party in breach. A material breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence. <b>Condition 12.1</b> will not apply to any failure by the Customer to make any payment due to the Supplier under the Contract on or before the due date. <b>Condition 12.4</b> will apply instead to any such failure. The Supplier may terminate the Contract by giving not less than 7 days' written notice to that effect to the Customer if the Customer fails to make any payment due to the Supplier under the Contract within 14 days after the due date. The right of termination set out in this <b>Condition 12.4</b> will not arise in respect of any failure to make payment of any sum to the extent that such sum is and remains the subject of a bona fide dispute (where any sum which is not part of the bona fide dispute has been paid in accordance with the Contract). Either party may terminate the Contract immediately by giving written notice to that effect to the other if the other becomes Insolvent. Following expiry or termination of the Contract: 12.6.1 <b>Conditions 1, 4.6, 5, 6, 9, 11.2, 11.3, 11.4, 11.5, 12.6, 15, 16 and 17</b> will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and 12.6.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
9.	<b>EXCLUSIONS AND LIMITATIONS OF LIABILITY</b> <b>The Customer's attention is particularly drawn to this Condition.</b>		
9.1	Subject to <b>Condition 9.4</b> , the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in <b>Condition 4.5</b> and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be taken into account in calculating whether the financial limit in <b>Condition 9.2</b> has been reached.	12.2	
9.2	Subject to <b>Condition 9.4</b> , Supplier's maximum aggregate Liability will be limited to the sum paid by Customer for the affected Products and any related Services.	12.3	
9.3	The Supplier will have no Liability to the Customer for any:		
9.3.1	loss of profit (whether direct, indirect or consequential);	12.4	
9.3.2	loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);		
9.3.3	loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);		
9.3.4	loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);		
9.3.5	liability of the Customer to third parties (whether direct, indirect or consequential); or	12.5	
9.3.6	indirect, consequential or special loss,	12.6	
9.4	subject always to <b>Condition 9.4</b> . Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:		
9.4.1	for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);	13. 13.1	<b>FORCE MAJEURE</b> The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure or delay in performing the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event occurs: 13.2.1 the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and 13.2.2 the Supplier will use reasonable endeavours, without being required to incur additional expenditure, to mitigate the effects of the Force Majeure Event.
9.4.2	for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or	13.2	
9.4.3	for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.	13.3	
9.5	Any Liability of the Supplier which falls within <b>Condition 9.4</b> will not be taken into account in assessing whether the limit in <b>Condition 9.2</b> has been reached.	13.4	
10.	<b>INTELLECTUAL PROPERTY</b> Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied.	13.5	
11.	<b>CUSTOMER OBLIGATIONS</b>	13.6	
11.1	The Customer will:	14. 14.1	<b>ASSIGNMENT AND SUB-CONTRACTING</b> The Supplier will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract. The Supplier will be entitled to sub-contract any of its obligations under the Contract. The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract. The Customer will be entitled to sub-contract its obligations to collect Goods under <b>Condition 4</b> . Save as provided in <b>Condition 14.2</b> , the Customer will not be entitled to sub-contract any of its obligations under the Contract.
11.1.1	provide the Supplier in a timely manner with the Specification, including all copy and artwork, for the Goods to the Supplier's reasonable satisfaction and in the form requested by the Supplier. The Customer has sole liability for any errors in the Specification (notwithstanding any approval the Supplier has given);	15. 15.1	<b>NOTICE</b> Subject to <b>Condition 15.3</b> , any notice or other communication given under or in connection with the Contract will be in writing and sent by pre-paid first class post or recorded delivery to the relevant party's address, delivered to or left at (but not, in either case, by post) the relevant party's address or sent by facsimile to the relevant party's facsimile number, and, in the case of any notice or other communication to be given to the Supplier, marked for the attention of the specified representative of the Supplier. The address, facsimile number and representative for the Supplier are set out below and the address and facsimile number for the Customer are those detailed in the Order, and may be changed by the relevant party giving at least 30 days' notice in accordance with this <b>Condition 15</b> . The Supplier: Courier Buildings, Albert Square, Dundee DD1 9QJ, +44 (0)20 7117 4060, for the attention of: The Legal Department Any notice or communication given in accordance with <b>Condition 15.1</b> will be deemed to have been served: 15.2.1 if given as set out in <b>Condition 15.1</b> , at 9.00 a.m. on the second Business Day after the date of posting; 15.2.2 if given as set out in <b>Condition 15.1</b> , at the time the notice or communication is delivered to or left at that party's address; and 15.2.3 if given as set out in <b>Condition 15.1</b> , at the time of confirmation of completion of transmission of the facsimile by way of a transmission report; provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or
11.1.2	provide the Supplier with all information and assistance as Supplier may reasonably require to perform its obligations under the Contract;		
11.1.3	not remove or alter any trade marks or other identifying marks on the Goods or their packaging or add any other trade marks or other identifying marks to the Goods or their packaging;		
11.1.4	obtain such licences, permits, consents and authorisations as may be required for the creation and/or supply of the Goods/Services.		
11.2	The Customer agrees to indemnify, keep indemnified and hold harmless the Supplier from and against all Liability which the Supplier incurs or suffers as a consequence of any direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Contract and/or any matter or thing appearing in or on any Goods or other material printed, processed or dealt with for the Customer by the Supplier, whether such matter or thing is or is alleged to be illegal, unlawful, libellous, in breach of or an infringement of Intellectual Property Rights or any other third party right.	14.2 14.3	
11.3	The Customer will comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods.		
11.4	Notwithstanding any other term of the Contract the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:		
11.4.1	any breach by the Customer of its obligations contained in the Contract provided that the Supplier uses its reasonable endeavours to perform its obligations notwithstanding the breach by the Customer		
11.4.2	the Supplier relying on any incomplete or inaccurate data provided by a third party; or		
11.4.3	the Supplier complying with any instruction or request by the Customer or one of its employees.		
11.5	The Customer will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Contract will:	15.2	
11.5.1	not commit any act or omission which causes or could cause it or the Supplier to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;		
11.5.2	comply with the Supplier's anti-corruption policy as updated from time to time;		
11.5.3	keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Contract and the steps it		

after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day. To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 15.1** were complied with.

15.3 This **Condition 15** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

16. **GENERAL**

16.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

16.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract; and

16.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.

16.2 A delay or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

16.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

16.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative of each party.

16.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

16.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

16.7 The Supplier's employees, agents and sub-contractors will be entitled to enforce **Condition 9** subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors. Save as provided in this **Condition 16.7**, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person. Accordingly and for the avoidance of doubt the financial limits on liability set out in **Condition 9** are the maximum liability of the Supplier, its employees, agents and sub-contractors in aggregate.

16.8 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

17. **GOVERNING LAW AND JURISDICTION**

17.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law. Each party agrees that the courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

**APPENDIX 1: DEFINITIONS AND INTERPRETATION**

1. The following words and expressions have the following meanings:

- a.
- "Applicable Law"** any:  
 (a) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);  
 (b) legally binding policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or  
 (c) legally binding industry code of conduct or guideline which relates to the Contract and/or the Goods and/or the Services and/or the activities which are comprised in all or some of the Services or the use or application of the output from the Services
- "Business Day"** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales and/or Scotland
- "Business Hours"** 9:00 am to 5:00 pm on a Business Day
- "Charges"** the charges for the Services set out in the Supplier's quotation as those charges may be varied from time to time in accordance with **Condition 6.4**
- "Conditions"** these standard terms and conditions of supply, as varied from time to time in accordance with **Condition 16.4**
- "Contract"** the contract between the Supplier and the Customer for the supply of the Goods and Services formed in accordance with **Condition 2.2**
- "Customer"** the person named as the customer in the Order
- "Delivery"** the time at which delivery of the Goods is deemed to occur in accordance with **Condition 4**
- "Expenses"** Those travel, accommodation and subsistence expenses reasonably and properly incurred by the Supplier from time to time in performing the Services
- "Force Majeure Event"** act of God; war, insurrection, riot, civil commotion, act or threat of terrorism; lightning, earthquake, fire, flood, storm, or extreme weather condition; theft, malicious damage; strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); breakdown or failure of plant or machinery; inability to obtain essential supplies or materials; change in Applicable Law; any failure or default of a supplier or sub-contractor of the Supplier; or any event or circumstance to the extent it is beyond the reasonable control of the Supplier
- "Goods"** the goods set out in the Order
- "Insolvent"** a party is Insolvent where:

(a) in the case of a company it gives notice under section 84 Insolvency Act 1986 of or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation); has a winding-up order or a notice of striking off made in respect of it; has an administration order or an application for an administration order made in respect of it; or has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court; proposes, makes or is subject to: (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or (iv) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation); has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; ceases to trade or appears, in the reasonable opinion of the other party, to be likely to cease to trade;

(b) in the case of an individual it proposes, makes or is subject to an individual voluntary arrangement or a composition with his creditors generally, or an application to a court of competent jurisdiction for protection from his creditors generally; is subject to a bankruptcy petition or has a bankruptcy order made against him; has a receiver appointed over any of his assets or income; ceases to trade or appears, in the reasonable opinion of the terminating party, to be likely to cease to trade;

(c) in the case of a partnership proposes, makes or is subject to a partnership voluntary arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for protection from its creditors generally; has a partner who proposes, makes or is subject to an individual voluntary arrangement or composition with his creditors generally, or makes an application to a court of competent jurisdiction for protection from his creditors generally; has a partner against whom a bankruptcy petition is presented or a bankruptcy order is made or has partners all of whom jointly present bankruptcy petitions as contemplated by Article 11 Insolvency Partnerships Order 1994; has a winding up order made in respect of it; has an administration order or an application for an administration order made in respect of it; or has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court; has a receiver appointed over any of its assets or income; ceases to trade or appears, in the reasonable opinion of the terminating party, to be likely to cease to trade;

(d) or it (or in the case of a partnership any partner) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; or is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000);

**"Intellectual Property Rights"** all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions and whether currently existing or created in the future, together with the right to sue for and recover damages or other relief in respect of infringements of any of them;

**"Liability"** liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract and/or any defect in any of the Goods, in each case howsoever caused including if caused by negligence or if caused by a deliberate breach by that party

**"Order"** the Customer's acceptance (whether written or oral) of the Supplier's quotation

**"Order Acknowledgement"** the Supplier's written acceptance of the Order set out in the Supplier's order acknowledgement

**"Prices"** the prices for the Goods set out in the Supplier's quotation as those prices may be varied from time to time in accordance with **Condition 6.4**

**"Services"** the services set out in the Order

**"Specification"** the written specification for the Goods set out in the Customer's request for quote

**"Supplier"** D.C. Thomson & Company Limited (trading as Discovery Print) (registered number SC005830) whose registered office is at Courier Buildings, Albert Square, Dundee, DD1 9JQ, Scotland

- a. all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- b. unless the context otherwise requires: references to the singular include the plural and vice versa and references to any gender include every gender and references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- c. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- d. any words following the words "include", "includes", "including", "in particular" or similar will be construed without limitation and will not limit the meaning of the words preceding them;
- e. any reference to a day is to a period of 24 hours running from midnight to midnight;
- f. an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.