

25th Anniversary
FULLER-DAVIES
PRINTING & MAILING

Fuller-Davies Ltd., 2 Baird Close, Hadleigh Road Ind. Estate, Ipswich
Tel: 01473 252121. Fax: 01473 212941

Application for Credit

Registered Name:.....

Registered Office:.....

.....

Telephone..... Fax.....

Parent/Holding Company

Registration Number Date commenced trading.....

Invoice Address (if different)

Account Contact Name

If an individual of partnership - Name and private address of all partners

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Bankers

Sort Code A/C Ref:

Credit Limit Required

Trade Reference 1 (including Fax No.) Trade Reference 2 (including Fax No.)

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Telephone..... Telephone.....

Fax..... Fax.....

Contact Contact.....

Declaration: I hereby agree to comply with the terms and conditions of Fuller-Davies.

Date Signed Position

TERMS & CONDITIONS

Terms and Conditions of Fuller-Davies Limited (herein after referred to as the 'Company')

1. **TERMS** — The standard terms of payment except where otherwise agreed in writing are nett monthly. Amounts outstanding beyond our standard terms will attract interest at 5% over Barclays Bank plc base rate, which will be invoiced at the Company's discretion.
2. **PRICE VARIATION** — Estimates are based on the Company's 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.
3. **TAX** — Value Added Tax is chargeable at rates applied by H M Customs & Excise at the time of despatch and is due whether or not included on the estimate or invoice.
4. **PRELIMINARY WORK** — All work carried out whether experimentally or otherwise at customer's request shall be charged.
5. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
6. **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. Customers alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgement, changes therefrom made by the customer shall be charged extra.
7. **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 payment shall become due in accordance with Item 1.
(b) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.
(c) 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.
8. **VARIATIONS IN QUANTITY** — Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins. 5 percent for work in one colour only and 10 percent for all other work being allowed for overs or shortages the same to be charged or deducted.
9. **CLAIMS** — Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or, in the case of non delivery, within 14 days of despatch). All other claims must be made in writing to the Company within 21 days of delivery. We shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
10. **LIABILITY** — (a) The Company shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit not caused by the Company.
(b) Where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect.
11. (a) **STANDING MATERIAL** — Metal film, glass and other materials owned by the Company and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain the Company's 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 scraped immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged
12. **CUSTOMER'S PROPERTY** — Customer's property and all property supplied to the Company by or on behalf of the customer shall, while it is in our possession 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.
13. **MATERIALS SUPPLIED BY THE CUSTOMER** — (a) The Company may reject any paper, plates or other materials supplied or specified by the customer which in the opinion of the Company appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production and the cost of supplying replacement materials may be charged.
(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.
14. **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 is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him the Company 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 charges 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
15. **ILLEGAL MATTER** — (a) The company shall not be required to print any matter which in the opinion of the Company is or may be of an illegal, obscene or libellous nature or an infringement of the proprietary or other rights of any third party and the customer warrants that he owns (or has a licence in respect of) the copyright in property supplied to the Company by the customer.
(b) The Company 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.
16. The Company and the customer expressly agree that until the company has been paid in full for the goods or services comprised in this or any other sale contract between us:-
 - A The legal and beneficial ownership shall remain with the Company (although the risk therein passes to the customer at the point when delivery begins or if earlier the date when the Company notifies the customer that the goods are ready for delivery or collection)
 - B At the customer's expense the Company may recover these goods at any time from the customer if in his possession should the amount outstanding from the customer to the Company in respect of any goods supplied remain unpaid after the due date for payment has passed and for that purpose the Company and its servants and agents shall be entitled to enter unhindered upon any land or buildings upon which the goods are situated and the customer shall forthwith supply upon request full details of the whereabouts of the goods and such other information as may reasonably and properly be required.
 - C If monies are due from the customer as aforesaid and the customer being in possession or control of the said goods effects any sale or disposition thereof which confers any rights of title in or against the goods in favour of any third party the customer shall, until all monies whatsoever and howsoever due from the customer have been paid, stand possessed of the proceeds of such sale or disposition or of any right to receive the same as trustee for the Company to apply the same in satisfaction of any monies due from the customer. Without prejudice to any other rights or remedies the Company shall have the right to proceed against the customer to the extent that accounts with the customer are unpaid.
 - D For so long as any goods remain in the Company's legal and beneficial ownership and in the physical possession custody or control of the customer the customer shall stand possessed of such goods as bailee for the company (notwithstanding that such goods may be at the customer's risk as hereinbefore provided) and the customer shall, at the customer's expense, keep the goods insured in their full value against all normal risks.
 - E If the customer does dispose of the goods any warranties conditions or representations given made or implied by the customer to any third party shall not be binding on the Company and the Company shall be indemnified by the customer in respect thereto.
 - F If the customer incorporates such goods into other products (with the addition of his goods or those of others) or uses such goods as materials for other products with or without such additions the property in those other products is upon such incorporation or use transferred to the Company and the customer as bailee for the Company will store the same in a proper manner without charge to the Company and in the event of such incorporation or use as is envisaged by this sub-clause the provisions of this sub-clause shall apply to those other products in place of the goods supplied by the Company in their original form.
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 the Company may terminate any such contract forthwith should any sum due thereunder remain unpaid.
18. **FORCE MAJEURE** — The Company shall be under no liability if unable to carry out any provision of the contract for any reason beyond its 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 elect to terminate the contract and pay for work done and materials used, but subject there to shall otherwise accept delivery when available.
19. **LAW** — These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England, and the Court of England shall have exclusive jurisdiction to determine any dispute relating thereto.