

## GINGER PUMPKIN TERMS & CONDITIONS

### Summary of Conditions

All author's corrections will incur extra charges. This quotation is subject to final sight of copy, material & to increases in the cost of direct materials & will hold for 30 days. Our terms are payment with order for new accounts. Credit facilities can be offered upon application and credit terms, unless stated, are strictly 14 days from date of invoice. VAT will be charged where applicable. Each stage will be invoiced on completion. Please note that the manufacturing process may result in variations between colour & definition of the visual and on the finished project. Colour and contrast will vary between 'Spot Colour' work and 'Four Colour Process' work due to the difference in printing processes. Reprints of printed matter can vary in colour and contrast.

### Full Conditions of Contract

1. Price Variation. Estimates are based on Ginger Pumpkin'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.

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, Ginger Pumpkin 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, as a creative pitch or otherwise, at customer's verbal or written request shall be charged accordingly.

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 Ginger Pumpkin shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the judgement of Ginger Pumpkin, changes therefrom made by the customer shall be charged extra.

6. Risk and Title. (a) Risk in respect of all work shall pass to the customer at the time of delivery. (b) Until the contract price of the work shall have been paid or satisfied in full the title to and property in the work shall remain vested in Ginger Pumpkin (notwithstanding the delivery of the same and the passing of the risk therein).

7. Delivery. (a) 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 in delivery to a different address. (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 Ginger Pumpkin shall then be entitled to payment for the work already carried out, materials specially ordered and other additional costs including storage.

(d) Where the work is delivered by installments each such installment shall be deemed to be supplied under a separate contract to which these conditions shall apply (*mutatis mutandis*) and no default by Ginger Pumpkin in respect of any one installment shall affect or prejudice due performance of the contract as regards any other installments.

8. Payment. (a) Payment of the work shall be due no later than 30 days from the date of delivery or, if earlier, from notification that the work has been completed and invoiced. (b) Where work is delivered in installments the customer will be obliged to pay for each installment upon the terms set out in sub-clause (a) of this clause. (c) Ginger Pumpkin shall be entitled to interest on any part of the price not paid by its due date from that date to actual payment of the rate of 5 per cent per annum above the Base Lending Rate of Natwest Bank plc prevailing from time to time during such period.

9. Variations and 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 (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.

10. Acceptance. The customer shall be deemed to have accepted the work as being in conformity with the contract and shall be bound to pay for it unless written notice of rejection thereof is received by Ginger Pumpkin within [7] days of delivery. Advice of any damage or delay or partial loss of goods in transit must be given in writing to Ginger Pumpkin and the carrier within three days of delivery and any claim in respect thereof must be made in writing to Ginger Pumpkin and the carrier within seven days of delivery. Advice of none delivery must be given in writing to Ginger Pumpkin and the carrier within 28 days of despatch of the goods and any claim in respect thereof must be made in writing to Ginger Pumpkin and the carrier within 42 days of despatch.

11. Liability. (a) Ginger Pumpkin shall not be liable for any loss to the customer arising from delay in transit not caused by Ginger Pumpkin. (b) Ginger Pumpkin shall in no circumstances be liable for economic loss or damages in respect of special, indirect or consequential loss whether or not the possibility thereof was known to Ginger Pumpkin.

12. Artwork & Materials. Physical and digital design and artwork and other materials produced by Ginger Pumpkin and used by them in the production of type, plates, film-set-

ting and colour proofs remain Ginger Pumpkin's exclusive property. Such items when supplied by the customer shall remain the customer's property. Ginger Pumpkin are not obliged to hold and store any of the above mentioned items unless agreed prior to commencement of work. Ginger Pumpkin reserve the right to charge for artwork retrieval and replication.

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 Ginger Pumpkin by or on behalf of the customer shall while it is in possession of Ginger Pumpkin or in transit to or from the customer should insure accordingly. (b) Ginger Pumpkin shall be entitled to make a reasonable charge for the storage of any customer's property left with Ginger Pumpkin before receipt of the order or after notification to the customer of completion of the work.

14. Materials Supplied by the Customer. (a) Ginger Pumpkin may reject any paper, plates or other materials supplied or specified by the customer which appear to Ginger Pumpkin 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 Ginger Pumpkin 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, Ginger Pumpkin 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 is deemed to be unable to pay his debts or as a winding-up petition issued against it or being a person commits an act of bankruptcy or as a bankruptcy petition issued against him, Ginger Pumpkin without prejudice to other remedies shall (i) have the right to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether complete 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 Ginger Pumpkin thinks fit and to apply the proceeds towards the debts.

16. Illegal Matter. (a) Ginger Pumpkin shall not be required to print

any matter which is in his 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) Ginger Pumpkin shall be indemnified by the customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyrights, 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 Ginger Pumpkin may terminate any such contract forthwith should any sum due thereunder remain unpaid.

18. Force Majeure. Ginger Pumpkin shall be under no liability if they are 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, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute of 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 Ginger Pumpkin elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

19. Copyright. This is the legal right of Ginger Pumpkin with regard to all materials (eg. literary and artistic works, sound recordings, films, broadcastings, CDROM, Websites and so on) to control the various ways in which their material is exploited. This Copyright protects the expression of all Ginger Pumpkin ideas. People using copyright material without permission risk legal action, fines, or even jail.

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

JANUARY 2016