

In these Terms and Conditions:- **Customer** means the person (which shall include without limitation a partnership or corporate body) purchasing or wishing to purchase Goods from the Company; **Company** means CPI Group (UK) Ltd, CPI Books Ltd, CPI Antony Rowe Ltd, CPI William Clowes Ltd, CPI Colour Ltd or such other subsidiary or associated company of CPI Group (UK) Ltd. with which the Customer transacts business; **CPI** means CPI Group (UK) Ltd.; **Goods** means goods, services or any part thereof to be supplied by the Company but excluding any media used for storing digital data in the course of manufacture; **Officer** means the Company Secretary or a statutory director of CPI; **T&Cs** means these terms and conditions;

1 ORDER, PRICE AND ADDITIONAL CHARGES

- a) The supply by the Company of an estimate is not an offer to perform the work specified therein at the price stated or otherwise. An order placed by the Customer is an offer to purchase the Goods as specified in the Customer's order and no contract shall exist between the Company and the Customer for the supply of such Goods until the Customer's order is accepted by the Company. Each order by the Customer and its acceptance by the Company shall constitute an individual contract between the Customer, CPI and the Company subject to these T&Cs.
- b) The **Price** charged by CPI for Goods shall be the price provided to the Customer by appropriate means (including without limitation in accordance with CPI's estimate, order system, or agreed price scales). Any work undertaken by the Company, the Price for which is not included in an estimate or price scales shall be chargeable. All prices given are exclusive of VAT, duty and similar taxes, which will be charged in accordance with prevailing legislation. Unless alternative arrangements are agreed in writing by an Officer, exported goods will be supplied DAP (please refer to *Incoterms 2020*), and in no circumstance will CPI be liable for payment or reimbursement of any duty, taxes, customs or associated administration charges payable in the country of delivery.

2 PROOFS & TOLERANCES

- a) The Customer shall bear sole responsibility for notifying the Company of any error or inaccuracy in proofs or other work submitted for the Customer's approval. A reasonable variation in colour between colour proofs and the Goods will be deemed acceptable unless otherwise specifically agreed.
- b) The Customer may not reject any goods where the quantity delivered is within a margin of 5% of ordered quantity for work in one colour only, and 10% percent of ordered quantity for other work. The Price shall be adjusted to take into account the quantity actually delivered.

3 INVOICING & PAYMENT

- a) The Company may impose a limit on the amount of credit extended to the Customer. In addition, CPI may impose a limit on the aggregate amount of credit extended to the Customer by CPI's subsidiaries. If the value of an order placed by the by Customer would, in the reasonable opinion of the Company or CPI, cause either of these credit limits to be exceeded the Company may refuse the new order or impose such conditions upon its acceptance as it considers reasonable.
- b) Subject to contrary written agreement by the Company, invoices for work not paid for in advance will be issued upon Delivery and are payable without deduction or setoff immediately on presentation. In the event of suspension of work, delay, or default by, or of, the Customer for a period of 30 days, the Company may invoice for work done, materials ordered and incidental costs incurred or chargeable including storage charges at rates for the time being in force. Where goods are delivered in instalments, the Company shall be entitled to invoice the Customer in respect of each instalment and payment shall be made in accordance with these T&Cs. Any credit note issued by the Company will be invoice specific.
- c) Time for payment is of the essence. If payment of any invoice is not made when due: a) all sums owed by the Customer to the Companies or any of them shall become immediately due and payable; and b) each Company may at its sole discretion cancel any contract between the Customer and that Company, suspend any further deliveries and/or charge interest accruing on a daily basis (both before and after any judgment) on any amount unpaid by the Customer at a rate of 2% per calendar month or part thereof that payment remains outstanding.

4 DELIVERY AND RISK

- a) **Delivery** is deemed to take place when the Company first: a) passes the Goods or any part thereof into the care of Customer or its agents at the address set out in the estimate or otherwise agreed with the Customer, or b) in the case of Goods to be collected by the Customer from any CPI premises, when the Customer is first notified that the Goods are ready for collection. A charge will be made to cover any additional costs involved in delivery to a different address. Risk in goods shall pass to the Customer upon Delivery and the Customer is advised to insure accordingly.
- b) Delivery dates are given by way of guidance only and time, in relation to delivery dates, shall not be of the essence of any contract between the Customer and the Company unless specifically agreed in writing.
- c) The Company shall be entitled to postpone the date or dates for Delivery of the goods and shall be under no liability if unable to carry out any provision of this contract for any reason beyond its control including but not limited to Act of God, legislation, war, fire, flood, drought; inadequacy or unsuitability of any instructions, electronic file, or other data or materials supplied by the Customer; failure of power supply; lockout, strike or other action taken by employees in contemplation or furtherance of a dispute; any inability to procure materials required for the performance of the contract, interruption of transport, or any other cause whatsoever outside the Company's control which affects the Company's business whether or not of like nature to those specified above. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract subject to having paid for work done and materials used.
- d) Without prejudice to Clause 4c), in the event of the carrying out of any part of the contract being hindered, impaired or ceasing for any reason whatsoever or if the Company has reason to believe that payment of the price for any Goods may be delayed beyond the time stipulated in Clause 3b) or otherwise agreed between the Customer and the Company, the Company may notify the Customer that it is unable to fulfil the contract to which these T&Cs apply and shall be entitled (but such entitlement may not be exercised unreasonably) to cancel such contract.
- e) Without prejudice to any statutory right the Customer may have, all claims must be notified to the Company in writing (including email):
 - i. within 3 days of Delivery in the case of damage or short delivery;
 - ii. within 3 days of the delivery date advised by the Company (or if no such date has been advised the latest date the Customer might reasonably expect Delivery) in the case of non-delivery;
 - iii. within 28 days of Delivery in the case of defective goods or any other claim.

5 TRANSFER OF TITLE

- a) Title to Goods shall pass to the Customer only when payment for the Goods has been received by the Company. Prior to title passing to the Customer, the Company shall have a lien upon the Goods and the Customer holds the Goods as a mere bailee. The Company has the right at any time to recover and sell the Goods or any part of them, and to enter the premises of the Customer, its staff or agents for this purpose.
- b) Prior to title in the Goods passing to the Customer, the Customer is granted a limited license to sell the Goods or any part of them in the normal course of its business and the proceeds of sale, inasmuch as they do not exceed the aggregate of sums owed by the Customer to the Company, shall be held by the Customer in a fiduciary capacity on behalf of the Company. The Customer's license to sell in this Clause 5a) is immediately revoked upon an administrator, administrative receiver or liquidator being appointed in respect of the Customer.
- c) Until title passes, the Customer must keep the Goods free from any charge, lien, or other encumbrance, and store the Goods in such a way that they are easily identifiable as belonging to the Company. The Company may while the owner of the Goods (and without prejudice to any other rights it may have under or by virtue of this contract) demand immediate return of the Goods at any time and the Customer shall forthwith comply with such demand and bear the expenses for such return. If the Customer fails forthwith to return the Goods so demanded by the Company, the Company or its successors in title to the Goods and their respective employees and agents may enter onto the Customer's premises or any premises on which the Goods are stored during normal business hours for the purposes of seizing and removing the Goods (the cost of doing which shall be borne by the Customer). In respect of Goods seized pursuant these T&Cs, the Customer grants the Company an irrevocable license to sell or otherwise dispose of the Goods as the Company see fits.

6 LIABILITY

- a) Except for liability in respect of death or personal injury arising out of the Company's negligence, the Company's liability (if any) to the Customer shall be limited to either rectification by the Company of the defect to the reasonable satisfaction of the Customer or (at the Company's discretion) refund of any payment which the Customer has already made for the Goods (subject to deduction of any amount which the Company is entitled to claim from the Customer). The Company shall not be liable for indirect, pure economic, or consequential loss of any kind whatsoever or howsoever arising and the Customer will indemnify the Company against any such claim from a third party. The Company shall not be liable for any loss to the Customer arising from delay in transit.
- b) The Customer warrants that is not dealing with the Company as a consumer (within the meaning of the Unfair Contract Terms Act 1977 or any statutory modification thereof), and acknowledges that any contract subject to these T&Cs is entered into in reliance upon that warranty. In respect of the Goods all warranties and conditions implied by statute or common law are excluded.

7 CUSTOMER PROPERTY & MATERIALS SUPPLIED BY THE CUSTOMER

- a) All property owned or supplied by the Customer and all property stored by the Company on behalf of the Customer will be held, worked on, and carried entirely at the Customer's risk and the Customer should insure accordingly.
- b) The Customer warrants that any paper, plate, film, disc or other material supplied by the Customer is of a good condition and suitable for the purpose for which it is supplied. The Company may reject any such materials if they are considered unsuitable. The Customer further warrants that all computer software or other media upon which any information materials or instructions are stored which is supplied by the Customer is free from all computer viruses or other instructions or sequences which may adversely affect the operation of any computer or software program or access to any electronically held information and shall indemnify the Company against any loss arising therefrom.
- c) Where materials are supplied or specified by or on behalf of the Customer, 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. The Company accepts no liability for any loss, cost or claim caused by defect in or unsuitability of materials supplied or specified by or on behalf of the Customer, or for failure or delay in supply. Additional costs incurred as a result of materials found to be unsuitable during production will be charged, and form part of the Price.
- d) The Customer will supply the quantities of materials advised by the Company in the estimates or otherwise as and when advised by the Company. Subject to the Customer's Agreement the Company may revise such quantities at any time as work proceeds.
- e) The Customer will maintain a copy of any original electronic files and the Company will not be liable for any cost arising from loss or damage to any electronic file supplied by the Customer. Unless the contrary is agreed in writing, the Company shall not be responsible for checking the content of any electronic file supplied by the Customer, and the Customer will indemnify the Company against any liability arising from the publication of such files.
- f) The Company shall not be required to download any digital data from its equipment or supply the same to the Customer or any other person unless otherwise agreed in writing. Such download or supply will be chargeable at the Company's prevailing rate.

8 INSOLVENCY AND LIEN

- a) If the Customer is unable to pay its debts as they fall due or (being a company) has a winding-up petition issued against it or receiver administrator or liquidator appointed in respect of it or (being an individual) has a bankruptcy petition issued against him or interim order made against him without prejudice to other remedies the Company will have the right not to proceed further with any contract or work for the Customer and be entitled to immediate payment for work already carried out (whether completed or not) and materials purchased pursuant to this contract.
- b) Without prejudice to any other rights and remedies (including any statutory or other implied rights of lien), the Company shall in respect of all unpaid debts due or becoming due from the Customer have a specific lien (including a right of sale) over any Goods and a general lien on all other goods and property of the Customer in the Company's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to the Customer, to dispose of such Goods, goods or property as it thinks fit and to apply all proceeds towards such debts.

9 ILLEGAL MATTER & INDEMNITY

- a) The Company reserves the right not to print any matter which in the opinion of the Company is or may be libelous, likely to incite violence or hatred, likely to promote terrorism, an infringement of the proprietary or other rights of any third party, or in other any way illegal, in determination of which the Company's Legal Director or external Counsel shall be the final arbiter.
- b) The Customer shall indemnify and hold the Company harmless in respect of any claims, damages, costs and expenses (including unlimited legal costs) arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Customer, said indemnity extending to any amounts paid, on legal advice, in settlement of any claim. The Customer represents and warrants that it carries a professional indemnity insurance policy underwritten by a reputable insurer, providing cover in respect of the indemnities given by the Customer in this Clause 9b), evidence of which will be provided to the Company on demand. The Customer acknowledges that the Company contracts with the Customer in reliance upon such representations and warranty.
- c) In respect of any Goods sold or otherwise disposed of by the Company pursuant to Clause 5c) or Clause 8b) the Company shall owe no duty of care to the Customer in making such sale or disposal. The Customer shall indemnify and holds harmless the Company against any claim any claim that a third party is entitled to a payment, whether by way of royalty or otherwise, upon sale or disposal of the Goods or any of them and/or any claim that such sale or disposal by the Company breaches the rights, including without limitation the intellectual property rights, of any person.

10 PRIVACY

When the Customer interacts with the Company, the Customer discloses personal information about its employees, including but not limited to the employee's name, contact details, and job title. The Company does not rely on consent to process these data; the legal basis on which the Company so is for the performance of contract, protection of its legitimate business interests, and compliance with law. The Company's full data privacy statement is available on request but may also be viewed under the "Privacy" link on our website www.cpi-print.co.uk.

11 GENERAL PROVISIONS

- a) Unless otherwise agreed in writing and signed by a. Officer these T&Cs shall apply to all contracts between the Company, CPI and the Customer to the exclusion of any other terms, conditions, representations and warranties. The giving by the Customer of an instruction, in any form whatsoever, for the Company to undertake work or provide goods (whether or not Goods) or services, or the acceptance of by the Customer of any goods or services, or any conduct by the Customer in confirmation of the transaction set out in an instruction or order placed by the Customer with the Company shall constitute unqualified acceptance by the Customer of these T&Cs and any order placed by the Customer for goods shall, notwithstanding that it may be expressed to be subject to certain terms and conditions, be deemed to have been placed subject to these T&Cs and any acceptance by the Company of such an order shall be on and subject to these T&Cs. No term, condition, warranty or clause contained herein shall be waived or varied save as authorised in writing by an Officer. Any purported waiver or variation not so authorised shall be of no effect.
- b) The Company may carry out its obligations through any agents or sub-contractors (including other subsidiary and/or associated companies of CPI) appointed by the Company at its absolute discretion for that purpose, provided that any act or omission of such agents or sub-contractors will be deemed to be the Company's act or omission.
- c) Where the Customer comprises two or more persons the liability of such persons under this contract is joint and several and the events described in condition 8 shall be deemed to have occurred in relation to the Customer if they occur in relation to either or any of such persons.
- d) All specifications, technical data and other information in the Company's catalogues, trade literature and other published matter are of a generally informative nature only and none of them form part of or are intended to form part of any contract or give rise to any independent or collateral liability of whatsoever nature on the part of the Company. No contract, transaction or dealings between the Customer and the Company shall be a sale by sample.
- f) The Customer shall not assign or transfer or purport to assign or transfer any contract to which these T&Cs apply or the benefit thereof to any other person whatsoever.
- g) If any provision of these T&Cs is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions shall remain in full force and effect unless the Company at its absolute discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate any contract with the Customer forthwith.
- h) Save in respect of typesetting and/or design services, and warehousing/fulfilment/ mailing services, in respect of which additional terms and conditions apply, these T&Cs set out the entire term and conditions governing all contracts between the Customer and the Company and supersede all prior discussions between them and all statements, representations, warranties, guarantees, proposals, communications and understandings whenever given and whether orally or in writing.
- i) The Customer and the Company do not intend that any term of any contract governed by these T&Cs shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- j) Headings are for convenience only and do not form part of these terms and conditions or any contract arising from these terms and conditions.
- k) In the case of dispute as to the construction of any clause or condition, such clause or condition shall be construed in favour of the Company.
- l) These T&Cs and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England (excluding any provision as to choice of law) and the Customer and the Company agree to submit to the exclusive jurisdiction of the English courts.