



**MTM PRODUCTS (I.S.P.P.) LIMITED
TERMS AND CONDITIONS OF BUSINESS**

Reference to the "Company" in these conditions of business means *MTM Products (I.S.P.P.) Limited*.

1. BASIS OF CONTRACT

The placing and acceptance of any order must be on the understanding that the customer agrees that the following terms and conditions take complete precedence and cover the complete understanding of the parties concerned and there are no further conditions or obligations, oral or written, other than those stated except where special terms and conditions have been specifically agreed in writing by the company.

2. QUOTATIONS AND ACKNOWLEDGEMENTS

Quotations are valid for fourteen days and are not binding until confirmed following receipt of order. The Company may vary the price quoted following sight of copy, or any amendments and variations made at the customer's request. All orders will be confirmed in writing by the company on its official acknowledgement form and in the absence of notification by the customer within five days of the order being placed, it will be deemed that the confirmation has been duly received and accepted as correct. Any amendments whether written or verbal made by the customer will be acknowledged in writing by the company and it will be the customer's responsibility to notify the Company immediately if such acknowledgement is incorrect.

The Company reserves the right at any time without limit to rectify any accidental errors and omissions on quotations and/or acknowledgements.

3. PRICE VARIATION

Prices are based on current labour and material costs. The Company reserves the right to adjust the price of goods at the date of despatch. Any increase will be substantiated by evidence of increased costs on request.

4. AMENDMENTS OR CANCELLATIONS

Any order accepted by the Company may be amended or cancelled only with the Company's written consent. Any costs incurred by the Company in connection with the order may be charged.

5. END USAGE

If requested the Company will make product recommendations for particular usage but no guarantee is given, either express or implied, and it is for the customer to satisfy themselves as to the fitness of the Company's product for the end use that he has in mind and to advise the Company of any specific technical or safety requirements at the time of enquiry and order. The Company will use its discretion as to the product material used unless specifically instructed by the customer at the time of ordering. Samples of all substrates are available upon request. As part of its policy of ongoing improvement the Company reserves the right to upgrade its material specifications at any time without notice.

6. CLARITY OF COPY

A charge may be made to cover any extra work that may arise from copy that is supplied which does not comply with the MTM Artwork Guidelines.

7. COLOUR MATCHING

Unless a specific colour match is requested all colours will be in accordance with the company's standard range. Any colour outside the standard range will be denoted a special match and charged accordingly. Whilst every effort will be made to achieve a commercially acceptable match, due to the technical problems involved in ink manufacturer and the effects of different bases on the apparent colour, the Company cannot guarantee a perfect result.

8. ORIENTATION, DESIGN AND EXPERIMENTAL WORK

Any origination, design and experimental work carried out at the customer's request may be charged.

9. PROOFS

PDF proofs will be supplied on request or where deemed necessary by the Company. No responsibility can be accepted where proofs are supplied and any errors, whether by the Company or the customer are not corrected by the customer at the time. Any design change or alterations to typefaces, layout, or dimensions due to absence of explicit instructions may be charged extra unless due to an error on the Company's part.

Production will not commence without design approval and if this is not received within three days of submission, or earlier if stated in writing by the Company, despatch of the order may be affected.

10. VARIATION IN QUANTITY

Due to the difficulty of manufacturing an exact quantity all orders are accepted conditional upon the Company's right to deliver 5% above the quantity ordered. The invoiced amount will be calculated using the confirmed unit price on the actual quantity delivered.

11. STANDING MATERIALS

Any materials, cutting tools, and photographic film used by the company in connection with the production of the customer's order shall remain the Company's property.

12. PACKING, DESPATCH, AND DELIVERY

Despatch costs are excluded from the quotation and will be charged extra at cost unless otherwise agreed in writing. Delivery times are approximate, and the Company cannot be held responsible for the consequences of late deliveries.

Where a specific delivery date is negotiated every effort will be made to meet the customer's requirements. Despatch will be made to one specific address except where expressly agreed between the customer and the Company at the time of ordering. Split deferred deliveries will only be undertaken following express agreement with the Company.

13. ERRORS ON DELIVERY

Complaints and Claims cannot be entertained unless the Company is notified in writing within five working days of receipt of consignment of any shortage in the stated quantity, errors in copy, colours, size, or clarity of goods supplied.

14. DAMAGE OR LOSS IN TRANSIT

In the event of damage in transit the Company must be advised in writing within three working days of receipt of the consignment. The customer must also advise the carrier concerned of any such damage at the same time as notifying the Company, retaining such evidence of damage as may be necessary.

Non-deliveries must be notified to the Company in writing within fourteen days of the date of the invoice.

15. SUPPLIES IDENTITY

The Company reserves the right as manufacturer to put its name and description on all goods supplied in addition to the legal requirements imposed under the Printers Imprint Act 1961. Custom and practice allows that in appropriate circumstances the name of an intermediary may be used to meet legal obligations under the Act.

16. CUSTOMER'S PROPERTY

Property supplied by or on behalf of the customer whilst in the company's possession or in transit shall be entirely at the customer's risk unless otherwise agreed in writing between the parties.

17. COPYRIGHT AND ILLEGAL MATTER

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 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.

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 any other rights of any third party.

The Company may use prints produced as samples and for promotional purposes until such time as the customer for whom the prints were originally produced shall have expressly forbid such use.

18. LIABILITY

The Company shall not be liable for any loss to the customer arising from the consequences of any delay or loss during transit. Where negligence or error on the part of the Company can be conclusively proved then the Company's liability shall be limited to the replacement of the goods. The Company accepts no liability for consequential loss of any kind howsoever caused.

In any dispute as to the quality of fitness of the goods delivered by the Company if agreement cannot be reached, then the matter shall be referred to an independent arbitrator appointed by the FESPA UK under its arbitration scheme and any costs incurred shall be shared equally between the parties.

19. FORCE MAJEURE

The Company shall be under no liability if it is unable to carry out any provision of the order for any reason beyond its control including acts of God, legislation, war, fire, flood, drought, failure of power supply or lockout, strike or other action taken by employees in contemplation of furtherance of a dispute or owing any inability to procure materials required for the performance of the order. During the continuance of such a contingency the customer may by written notice to the Company elect to terminate the order and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

20. TERMS OF PAYMENT

Delivery of work shall be accepted when tendered and title to the goods will transfer once payment is received in full.

Should work be suspended at the request of or delayed through any fault of the customer for a period exceeding thirty days the Company shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

Payment is due on the last day of the month following the month of invoice unless otherwise agreed in writing and is strictly net unless discounts have been specifically agreed in writing by the Company.

The Company reserves the right to charge interest on overdue accounts (at the rate of 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date of payment until receipt of the full amount by the Company whether or not judgement has been granted in respect of the debt.

The Company reserves the right to withhold further goods where the account is in arrears. Any part of an order in course of manufacture may be completed and sent in and invoiced to the customer.

New customers may be requested to furnish two business references, which may include one from their bank, if requested to do so by the Company.

The Company reserves the right at any time without limit to rectify any accidental errors and omissions on invoices.

The Company reserves the right to set off any monies due from the Company to the customer (or holding, subsidiary or associated company of the customer) against monies due to the Company.

21. VAT

The Company reserves the right to charge Value Added Tax at the rate ruling at the tax point date whether it appears or not on the quotation or invoice.

22. GENERAL LIEN

If the customer cannot pay his debts as they become due the Company shall have the right not to proceed further with any order or other work for the customer and be entitled to charge for work already carried out whether completed or not, such a charge to be an immediate debt due to the Company.

In respect of all unpaid due from the customer, the Company shall 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 fourteen 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.

23. LAW

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

Updated 20/07/2023.