

Discount Web Ltd T/As
Business Media Press
AGREEMENT TO PRINT

INTRODUCTION

The parties have agreed to form a contract (the Contract) for Discount Web Limited T/As Business Media Press to provide printing services to the client.

This agreement recognises that Discount Web Limited T/As Business Media Press may need to provide technical services and advice prior to printing in order to achieve the best production result.

Discount Web Limited T/As Business Media Press wishes to protect its expertise and intellectual property by forming an “Agreement to Print” which binds the client to Discount Web Limited T/As Business Media Press’s Conditions of Sale upon the acceptance of Discount Web Limited T/As Business Media Press’s services and advice. These conditions are set out in the quote provided to the client prior to printing and are reprinted overleaf.

AGREEMENT

We, _____ have accepted Discount Web Limited T/As Business Media Press’s quotes to print our publications _____, as from _____ 2009, until further notice as set out in Clause 18 (b) of Discount Web Limited T/As Business Media Press’s Condition of Sale.

We agree:

- That any technical services provided by Discount Web Limited T/As Business Media Press form part of the Conditions of Sale as set out in its quotes.
- Any technical advice, settings or instructions received from Discount Web Limited T/As Business Media Press remain the property of Discount Web Limited T/As Business Media Press.
- No use of this property may be made for the benefit of any other printer, client or third party for the duration of, or following the termination of, the Contract.
- Discount Web Limited T/As Business Media Press retains the right to restore the Client’s electronic files to their original state (ie: their state prior to the acceptance of Discount Web Limited T/As Business Media Press’s technical advice) following the termination of the Contract.

SIGNED

For the client:

Name:

Signature:

Title: Director

For Discount Web Limited T/As Business Media Press:

Name:

Signature:

Title:

Date:

BUSINESS MEDIA PRESS (BMP)

CONDITIONS OF SALE

Prior to placing an order for goods and/or services with Discount Web Ltd, trading as Business Media Press (BMP), customers are advised to carefully read the following terms under which BMP accept orders.

If any of these conditions are not acceptable to an intending customer, please refer immediately to the BMP sales representative. Any negotiated change, deletion or modification to the conditions of sale requires the written acceptance of the BMP general manager prior to an order being placed. Such departure from normal trading terms shall not create a precedent, or apply to any other orders, whether they are in progress or placed at a subsequent date.

1) QUOTATIONS: All quotations are prepared on the basis of information provided by the customer, and it is assumed that this information is accurate and that when material is provided with order, it will be in the specified form. Any deviation may require a revised quotation.

BMP is liable only for written quotations and not for any verbal quotations at representations, such written quotations to remain open for acceptance for a period of one month from their date.

2) ACCEPTANCE: Placement of order shall constitute acceptance at BMP's conditions of sale.

3) GOODS & SERVICES TAX: The customer shall pay goods and services tax at the rate applying.

4) AMENDMENTS: On placement of an order, any deviation from specification as set out in the Quotation may result in additional costs to BMP. Such costs will incur an additional charge to the customer.

5) LATE MATERIAL: Where the customer fails to meet an agreed production schedule with the supply of copy, film or other materials to BMP, additional costs may be incurred and these will be charged to the customer.

6) PROMOTIONAL WORK: Sketches, dummies and designs submitted by HML for promotional purposes shall remain BMP's property no other use shall be made at of this material or any idea obtained therefrom.

7) THE CUSTOMER'S INSTRUCTIONS: It is recommended that the customer should confirm all instructions in writing, as BMP shall not be liable for errors or omissions relating to misinterpretation of the customer's verbal instructions.

8) COLOUR PROOFS: No guarantee shall be given to exactly match a print production with a color proof because of the variances in proof preparation methods and substrates. However, BMP shall at all times endeavour to provide the customer with a commercially acceptable interpretation of the proof.

9) PROOF APPROVAL: BMP shall not be liable for errors in the finished work where a proof has been submitted in advance of production and approved by the customer.

10) PAPER SUPPLIED: All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling and storage as determined by BMP. Where the customer supplies paper to BMP, adequate supplies shall be furnished to cover spoilage as agreed with BMP. Paper supplied by the customer must be of a standard acceptable to BMP. BMP will not be responsible for quality on sub-standard paper and additional costs occasioned by paper problems will be charged to the customer.

11) ELECTRONIC FILES: BMP is not responsible for accidental damage to electronic media supplied by the customer, or for the accuracy of supplied input or final output. BMP makes no representation as to its ability to interface, read or use disk input and assumes no liability therefor. Any additional translating or programming necessary to the customer-supplied electronic files will be subject to an additional charge.

12) THE CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED: The customer's property and all property supplied to BMP by or on behalf of the customer shall be held at the customer's risk. BMP undertakes reasonable care of the customer's property as dictated by the production environment.

13) HOLDING PRESS TO THE CUSTOMER'S INSTRUCTIONS: Presses held awaiting the customer's instructions shall be at an additional charge for the time standing and any other costs incurred.

14) SUSPENSION OR CANCELLATION OF ORDER: Should any waste in production be suspended or cancelled at the customer's instructions, BMP shall be compensated for the expenses incurred and otherwise protected against loss.

15) DISPOSAL OF MATERIAL SUPPLIED: All copy, film and other material supplied by the customer and not uplifted shall be disposed of within 3 months from invoice date.

16) FREIGHT: Unless otherwise specified, quotations based on delivery ex works. Risk shall pass to the customer on such delivery. Insurance of the goods against loss or damage during freighting is the customer's responsibility unless otherwise specified in the quotation.

17) VARIATION IN QUANTITY: Every effort shall be made by BMP to deliver the ordered quantity. All orders, however, are conditional upon a margin of up to 5% under-supply, in which case a pro-rata credit would be given to the customer.

18) CONDITIONS OF SALE: A contract for the printing of periodical publications may be terminated:

- a) By BMP in the event that any sums remain unpaid pursuant to clause 24 hereof.
- b) By either party in writing providing such party has first given written notice of its intention to terminate as follows:

<i>Nature of Publication</i>	<i>Length of Notice</i>
Weekly	3 Months
Fortnightly	3 Months
Monthly	6 Months
Quarterly	6 Months

- c) By HML in the event that HML is satisfied on reasonable grounds that a customer has arranged for such printing or any part thereof to be performed or carried out by any other person.

In the event of termination pursuant to any of the aforesaid sub clauses then any amount outstanding will be due and payable on the first business day following the day of such termination.

19) CLAIMS: Any complaint must be confirmed in writing within 10 days of receipt of goods Beyond this no claim shall be recognized.

20) OUTSIDE INFLUENCES: BMP shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure, unavailability non-supply of ink, paper or other consumables or other causes beyond BMP's control.

21) OWNERSHIP OF GOODS: All orders completed by BMP remain BMP's property until payment has been received.

22) CONSEQUENTIAL LOSS OR DAMAGE: BMP's liability whether in contract or in tort is limited to the replacement of the order free of charge or a refund at the order price at the option of BMP. BMP will in no circumstances be liable for any consequential, indirect or special damages or losses whatsoever.

All other warranties are expressly excluded. Without limiting the generality of the foregoing, the customer acknowledges that any contract between BMP and the customer shall be a business transaction for the purposes at the Consumer Guarantees Act 1993 and that Act shall not apply to any such contract.

23) ILLEGAL OR DEFAMATORY MATTER: BMP shall not be required to print any matter which in BMP's opinion is or may be illegal or defamatory in nature at breach of the Fair Trading Act 1986 or any other statute or any provision thereof. BMP shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or defamatory matter or in breach of the Fair Trading Act 1986 at any other statute or any infringement of copyright, patent or design.

24) PAYMENT TERMS: Unless otherwise agreed in writing, all accounts are due within 7 days of invoice. BMP may charge interest at commercial overdraft rates on any sum not paid by due date. BMP shall not be obliged to complete any order where payment for any previous order is overdue.

25) The customer warrants that material or information given to BMP is accurate, culturally sensitive and not calculated or likely to deceive any person or group of persons. BMP shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any material or information which is not in conformity with these requirements.