

## STANDARD CONDITIONS AND RECOGNISED CUSTOMS OF THE PRINTING INDUSTRY OF SOUTH AFRICA

In any contract that may arise out of an estimate customers will be deemed to have ordered subject to the following standard conditions and recognised customs of the printing industry in South Africa unless otherwise agreed in writing.

1. Estimates and Quotations not accepted within THIRTY DAYS thereof shall be deemed withdrawn and cancelled.
2. Customer shall pay for any Preliminary Work which is produced at his request whether experimentally or otherwise.
3. Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the customer for approval. After approval the customer shall have no claim against the printer for errors in the exemplar as approved by him. Changes required by customer, other than the correction of printer's errors, may be charged for.
4. Goods will be despatched or must be collected by customer when ready and customer shall not refuse or delay to take delivery. Payment is due when goods are ready for despatch or collection.
5. When required to Expedite Delivery ahead of the time needed for proper production the printer shall not be liable for defects occasioned thereby. Should such delivery require payment of overtime wages, and other additional costs or delivery charges, all such extras are for the customer's account.
6. The customer shall accept as good and complete delivery, and shall pay the contract price pro rata for any quantity that does not exceed or fall short of the quantity ordered by more than ten per cent.
7. Complaints and Claims will only be entertained if received by the printer in writing within THIRTY DAYS of delivery.
8. Standing matter and Printer's materials of any kind whatever, may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for retention. The Printer may charge rent for storage of goods retained at customer's request. Origination work shall remain the property of the printer, unless otherwise agreed upon with the customer.
9. The customer warrants that:  
Any paper, plates, film, discs or other materials supplied by the customer is of a good condition and suitable for the purpose for which it is supplied. We may reject such materials if we consider them to be unsuitable.  
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 programme or access to any electronically held information. No responsibility is accepted by us for any loss cost or claim caused by defect in or unsuitability of materials so supplied or specified or failure or delay in supply.  
The customer will supply the quantities of materials advised in our estimates as and when advised by us. We may revise such quantities advised at any time as work proceeds by agreement with the customer.  
Electronic Files:  
It is the customer's responsibility to maintain a copy of any original electronic file.  
We shall not be responsible for checking the accuracy of data supplied on electronic files unless otherwise agreed.  
We shall not be required to download any digital data from our equipment or supply the same to the customer unless otherwise agreed in writing.
10. The printer shall not be required to reproduce any matter which in his opinion is Illegal or Defamatory. The customer shall indemnify the printer against any claims, costs and expenses arising out of infringement of copyright, trade marks, patent or design.
11. Unless otherwise agreed either party may terminate any contract for printing a Periodical Publication by giving not less than three months notice in writing. Nevertheless the printer may forthwith terminate any such contract should monies due remain unpaid or should any other of these conditions be breached.
12. Any contract is subject to cancellation or to variation by reason of Force Majeure from any and every cause whatsoever beyond the printer's control including inter alia: inability to secure labour, materials, power or supplies, or by reason of Act of God, War, Civil Disturbances, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought or Legislation.
13. The printer may recover from the customer any increase in cost of production which occurs between the acceptance and execution of any order.
14. The printer shall not be required to work to tolerances closer than those applicable to the materials obtained by him in the ordinary course of trade. No liability shall arise from variations in the standard, quality and performance of such materials.
15. It is the sole responsibility of the customer to determine whether the goods ordered by him are suitable for the purpose for which he intends using them. The printer gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever. The printer shall not be liable for any direct, indirect, consequential or other loss, including loss to Third Parties, arising out of errors in carrying out a contract or by delay in delivery, or by unsuitability of goods for use as intended.
16. 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 we shall have the right not to proceed further with this contract or any other 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. In respect of all unpaid debts due or becoming due from the customer we have a general lien on all the customer's goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to the customer advising of our intention to exercise the powers in this condition to dispose of such goods or property in such manner to such person and at such price as we think fit to apply the proceeds in or towards such debts.