

ORDER FORM

WE EXPECT TO HAVE A **PROOF READY BY**

date

WHAT AND WHEN DO YOU NEED YOUR PRINT FOR?

event

date

STORE ADDRESS

name/address

postcode

tel

fax

email

CAN WE KEEP IN TOUCH?

We'd like to keep you up to date with our offers and promotions. Can we contact you by...

EMAIL Y N POST Y N
TEL Y N FAX Y N

ORDER ADDRESS

legal name

accounts contact name

address

postcode

CONTACT DETAILS

customer code

order contact name

tel

fax

mobile

email

DELIVERY ADDRESS

tick box if as order address

business name

contact name

address

postcode

PRINTING DETAILS

product	title	quantity	turnaround	working days from approval of artwork
product	title	quantity	turnaround	working days from approval of artwork
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PRINTING PRICE

ARTWORK DETAILS – please attach your completed written brief

artwork package type £ additional artwork – no. of hrs @ per hour

ARTWORK PRICE

SCANNING DETAILS – please attach sharp copies of any logos and photographs

no. of free scans included with artwork package (up to A4 size) no. of additional scans @ each

SCANNING PRICE

PROOFING OPTIONS (e.g. laser, wet proof, soft proof etc.)

proofing options discussed post to me fax to me email to me call me to view proof type no. of proofs @ each

PROOFING PRICE

AUTHOR'S CHANGES & ADDITIONS AFTER INITIAL PROOF WILL BE CHARGED AT PER HOUR

ARTWORK SUPPLIED ON DISK DETAILS

FILE CHECK PRICE

OPTIONAL EXTRA DETAILS

description quantity
description quantity

EXTRAS PRICE

FOR INTERNAL USE ONLY

fit for purpose/reorder review issues

DELIVERY DETAILS

collect from production hub collect from store deliver locally deliver direct from production before 9am before 10.30am before noon next day

DELIVERY PRICE

PROFILING DETAILS

how did you hear about us?

no. of employees

type of business

PAYMENT METHOD

cash cheque

credit/debit card please debit my account £ : card type

card number

expiry date

issue no.

DEPOSIT PAID

SUB TOTAL

BALANCE DUE*

YOUR SIGNATURE

X

PRINT NAME

YOUR POSITION

DATE

FINAL TOTAL

*payable on approval of artwork OR within approved account terms

TERMS AND CONDITIONS

1. **Price variation** – Estimates are based on the Something Different reseller 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, the Something Different reseller 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 or otherwise, at customer's request shall be charged.

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 the Something Different reseller 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 Something Different reseller's judgement, changes therefrom made by the customer shall be charged extra.

6. **Copyright** – Unless negotiated and agreed in writing, the copyright of General Artwork, Commissioned Artwork and Illustrations belong to Something Different. Something Different may use any artwork or printing produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, etc. The customer will indemnify the Something Different reseller and his agents from any claim arising thereof.

7. **Company imprint** – Unless otherwise specifically requested in writing all work will carry our company imprint which will be positioned at our discretion.

8. **Delivery and payment** – For orders made on a Guaranteed Turnaround service – Should we fail to deliver within the agreed schedule (see also 9. Variations in quantity), a 'credit' will be awarded. The customer will still be obliged to pay in full for the order, including any premium, but will receive an additional 'credit' (redeemable against future orders within 6 months of issue) up to the value of the order. These services rely on the customer not delaying the progression of the order in any way, eg. not returning proofs on time or failing to make payment. In such circumstances, the Something Different reseller will still make the premium surcharge, but will not be bound by any guarantee.

(a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.

(b) Unless otherwise specified the price quoted is for collection of the work from the Something Different reseller or Something Different Production Hub. A charge may be made to cover any extra costs involved for delivery to a different address.

(c) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.

(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the Something Different reseller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

9. **Variations in quantity** – Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations (defined below) are not material to the contract. In order to maintain low prices by avoiding frivolous claims, no claim will be accepted in lieu of said immaterial shortage. For other variations a pro rata credit or 1.5x pro rata credit, redeemable against future orders will be awarded as defined below:

Quantities No Credit awarded Pro Rata Credit 1.5x Pro Rata Credit

up to 1,000 Shortage up to 10% 11% to 20% 21% to 25%

up to 5,000 Shortage up to 7% 8% to 15% 16% to 23%

up to 20,000 Shortage up to 5% 6% to 12% 13% to 21%

above 20,000 Shortage up to 4% 5% to 10% 11% to 20%

10. **Claims** – Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Something Different reseller and the carrier within three clear days of delivery

(or, in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Something Different reseller and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Something Different reseller within 28 days of delivery. The Something Different reseller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

11. **Liability** – The Something Different reseller shall not be liable for any loss to the customer arising from delay in transit not caused by the Something Different reseller.

12. **Standing material** – (a) Metal and other materials owned by Something Different and used

by him in the production of plates, film-setting, negatives, positives and the like shall remain our exclusive property. Such items when supplied by the customer shall remain the customer's property.

(b) Lithographic or together work may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

13. **Customer's property** – (a) Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, customer's property and all property supplied to the Something Different reseller by or on behalf of the customer shall while it is in the possession of the Something Different reseller or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) The Something Different reseller shall be entitled to make a reasonable charge for the storage of any customer's property left with the Something Different reseller before receipt of the order or after notification to the customer of completion of the work.

14. **Materials supplied by the customer** – (a) The Something Different reseller may reject any paper, plates or other materials supplied or specified by the customer which appear to him 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 the Something Different reseller 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, the Something Different reseller 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. **Credit terms** – For invoices not settled within the agreed credit terms, the Something Different reseller reserves the right to charge interest on the overdue debt at 2% above the HSBC base rate at the time and an administration fee to cover the debt recovery costs.

16. **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 its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Something Different reseller without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed 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 he thinks fit and to apply the proceeds towards such debts.

17. **Illegal matter** – (a) The Something Different reseller shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.

(b) The Something Different reseller 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 of 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.

18. **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 the Something Different reseller may terminate any such contract forthwith should any sum due thereunder remain unpaid.

19. **Full color printing** – Every effort will be made to obtain the best possible color reproduction on customer's work but because of the nature of the processes involved, the Something Different reseller shall not be required to guarantee an exact match in color or texture between the customer's photograph, transparency, proof or electronic graphic file and the printed article.

20. **Force majeure** – The Something Different reseller shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his 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 or 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 the Something Different reseller elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

21. **Law** – These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of Kansas or Missouri.

22. **Consequential loss** – The Something Different reseller accepts no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.