

Pulsar Limited

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General Printing and Design Terms and Conditions

Project Acceptance

At the time of estimation, **Pulsar Limited** (the Print Service Provider) will provide the Client with a written estimate or quotation. By accepting the estimate or quotation the Client is agreeing to the Terms & Conditions set out herein. The quotation is an interpretation of the Client's instructions, both written and verbal, and Clients are therefore advised to carefully check quotations before accepting them.

If there are restrictions and/or regulations pertaining to your project (e.g. specific colours, sizes) details must be supplied to us prior to the commencement of the project. Although our staff are happy to provide information regarding these matters, it is ultimately the responsibility of the Client to undertake such research and ensure all aspects of the artwork are approved prior to production. If the required information is not provided, **Pulsar Limited** takes no responsibility for the cost of alteration or reproduction. These costs will be charged to the client.

For the purpose of these terms of trade the term "quotations" includes estimates. All our quotations are valid for 14 days. If you need a quote valid longer than our 14-day period, kindly indicate so in your request for quotation (RFQ). All quotations are inclusive of Value Added Tax (VAT) as indicated. If you're VAT Exempt, kindly present a copy of your Exemption Certificate, otherwise the tax will be applicable.

Design Work

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of 50% of the project quotation total before the work is supplied to the Client for review. The remaining 50% of the project quotation total will be due upon completion of the work prior to the release of the design work.

Charges for design work do not cover the release of copyright design files or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge. You may also request for permission to use these materials which will be given to you in writing.

Unless otherwise negotiated or **Pulsar Limited**'s copywriting services are used, the client must supply text for their project in text file format at the start of the project as

well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to final format, with accuracy of content, spelling and grammar checked and little or no formatting (includes text from previous websites). Images are also expected to be supplied before work begins, unless by prior negotiation and should be supplied in the highest resolution electronic format possible e.g. JPEG files (300 dpi).

By supplying text, images and other data to **Pulsar Limited** for inclusion in the Client's artwork or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner. The Client agrees to fully indemnify and hold **Pulsar Limited** free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

The Client agrees to provide timely responses to **Pulsar Limited** after receiving status notifications, work for review or requests for information. The client shall have 14 days to respond to each draft/request for information submitted. If the client has failed to respond after 14 days, **Pulsar Limited** will deem the project complete. At such time, we shall have no further obligation to the client, and the client shall pay **Pulsar Limited** all fees and expenses associated with the work performed.

Unless otherwise quoted or negotiated, projects include three rounds of changes or author's revisions. Following three revisions per project, an additional fee will be charged. We will advise you and seek your agreement before proceeding with any work that will incur additional charges.

The Client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate

charge.

The Client also agrees that **Pulsar Limited** holds no responsibility for any amendments made by any third party, before or after a design is published.

Print Work

Provision of Materials

You agree to provide us with the appropriate artwork in order to facilitate the printing process. No charges are incurred if artwork files are supplied in acceptable print ready

format. Please refer to our <u>Artwork Specifications for Printing</u> to ensure your file format is correct. We accept no responsibility for your work not being completed by a specific date if we are unable to secure the artwork from you. You're welcome to use our design services to ensure you have the appropriate artwork in good time for scheduled delivery.

Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

It is the Client's responsibility to retain a copy of any file supplied. The printer is not responsible for accidental damage to any file supplied.

Terms of Payment

New Clients agree to pay a deposit of 60% of the final invoice upon ordering, and to pay the outstanding balance on delivery of the completed work. Existing Clients agree to adhere to the terms stated on the quotation/invoice. All deposit payments are non-refundable. We agree to credit terms with long standing Clients whom we've developed a relationship with.

All payments are to be made in full within 7 days of the date of invoice. Acceptable payment methods will be indicated on the invoice ad will be reviewed from time to time without prior notice and as necessary.

Pulsar Limited shall be entitled to charge a late payment fee plus default interest at a rate of 2% per month on all overdue amounts. Payments received from the Client will be credited first against any default interest and all such charges shall be payable on demand.

Pulsar Limited is entitled to withhold any deliveries or cancel any undelivered orders in whole or in part for accounts in default. We will also cancel or hold production of any other order either in whole or in part (including any contract for the printing of periodical publications) and sue the Client for damages. We shall also be entitled to claim from the Client all costs relating to any action taken by us to recover moneys due from the Client including any legal costs and disbursements on a solicitor-client basis which sums shall also carry interest at the rate specified above if unpaid within 14 days of demand having been made.

Pulsar Limited has in respect of all unpaid debts a general lien on all goods in the printer's possession. If a debt remains unpaid for more than 14 days after written notice of the debt, has been given by the printer to the Client, the printer is entitled to dispose of the goods as the printer sees fit and apply such proceeds towards the debt.

Samples, Proofs and Quality

Work of an experimental nature prepared at the Client's request shall be considered an order and charged for accordingly. Sketches, dummies and designs submitted by the printer on a speculative basis shall remain the printer's property and the Client shall not use the same without the agreement of the printer in writing.

The printer does not guarantee to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, the printer shall at all times endeavour to provide the Client with a commercially acceptable interpretation of the proof.

When proofing artwork electronically colours seen onscreen should not be considered a 100% accurate representation of the final printed product. Colour references are to be provided with the design brief. It is also the responsibility of the client to double check that all information and details displayed in the artwork are correct to avoid the cost of reprinting.

The printer shall not be liable for errors in the finished work where a proof has been submitted to and approved by the Client. All proofs, including proofs subsequent to amendments or alterations shall be an additional charge.

Returns will only be accepted if goods are not supplied as per order or at an unreasonable quality. Returns must be reported in writing within 7 days of pickup/delivery. No returns will be accepted without a return authority which can be obtained from us. **Pulsar Limited** aim to provide our Clients with the highest quality service combined with the ideal product to suit your specific needs. If you do have a returns enquiry, please call us to discuss your options.

Suspension and Cancellation

The suspension of any work on a Client's instructions for a period of 30 days or more shall entitle the printer to payment in full for all work in progress at the time of

suspension. **Pulsar Limited** may revise the quotation for the uncompleted portion of the order before proceeding.

If a change is requested, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signingoff of a proof absolves us of all liability.

Delivery

Unless specified otherwise quotations shall be based on delivery at the printer's factory door and continuous and uninterrupted delivery of the complete order.

Should urgent delivery be agreed to, all related costs, including overtime, shall be an additional charge.

Production times will be advised on your quotation as they do vary depending on the individual job/ product/ order specifications. Although every effort is made to meet the agreed deadline, we cannot take responsibility for factors outside our control.

Every effort shall be made by the printer to deliver the quantity specified. All quotations however are conditional upon a margin of 5% work being supplied over or under. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.

Liability

The printer makes no representation and gives no assurance, condition or warranty of any kind to the Client in relation to any goods or services supplied to the Client and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms of trade or other writing given by the printer to the Client (including any assurance, condition or warranty implied by law except to the extent that such cannot be excluded). The printer will not be liable for any indirect or consequential loss or damage of any kind occasioned by errors in the work or delay in delivery. The printer will not be liable for any loss or damage whether direct or indirect caused to the Client's own printers or other equipment through the use of goods or materials supplied by the printer to the Client. The printer shall not be responsible for any delay, default, loss or damage due to industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other cause

beyond the printer's reasonable control. No warranty is given or responsibility accepted by the printer to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the Client's responsibility.

Illegal or Libellous Material

The printer is not required to reproduce any material that is, in the printer's opinion, illegal or libellous in nature or that is in breach of any statute or constitutes an infringement of copyright or any other intellectual property right. The Client indemnifies the printer in respect of any and all claims and/or expenses arising out of any illegal or libellous matter or breach of statute or infringement of copyright or any other intellectual property right.

Outdoor Print

Pulsar Limited print and design will not be responsible for gaining the approval of councils, committees, engineers or bodies corporate regarding erecting signage. We are happy to work with clients to ensure a smooth process and to achieve the desired result.

Terms and Conditions are subject to change without prior notice.

Terms and Conditions are correct at time of publication (31 January 2023).