

# BALDWIN LIMITED

## CREDIT REQUEST FORM

Please complete the following *(If your business is a sole trader or partnership please provide names and addresses on a separate sheet)*

Company Name
Registration Number
Company Address
City
Postcode
Telephone
Fax
Email
Website
How long has the company been established
Contact
Position

Terms Required
Initial order value
Potential turnover

<b>BANK REFERENCES</b>	
Bank	
Address	
City	
Postcode	
Telephone	Fax
Account number	

<b>TRADE REFERENCES 1</b>	
Company	
Contact	
Address	
City	
Postcode	
Telephone	Fax

<b>TRADE REFERENCES 2</b>	
Company	
Contact	
Address	
City	
Postcode	
Telephone	Fax

<b>FOR OFFICE USE ONLY</b>
Terms
Credit
Other conditions
Authority to open account
Account number

**Please return this form to**

Denise Smith,  
Baldwin Limited  
Aintree Avenue  
White Horse Business Park  
Trowbridge,  
Wiltshire BA14 OXB

Telephone 01225 711400  
Fax 01225 711429  
books@cromwellpress.co.uk  
www.cromwellpress.co.uk

Please Sign below.  
As confirmation that you have read and accept our Terms of Trade as shown on the reverse of this form and retained a copy for future reference.

Signature
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# BALDWIN LIMITED

## Standard Conditions of Contract

### 1. PRICE VARIATION:

All estimates or quotations are based on the printer's cost of production then prevailing and unless otherwise stated in writing by the printer are liable to increase at any time (whether before or after contract) to reflect any increase in such cost or any other factors deemed by the printer to be relevant to such costs.

### 2. TAX:

All prices quoted are (unless otherwise stated in writing) exclusive of value added tax or any other tax or duty payable thereon which shall be added at the appropriate rate to all invoices.

### 3. PRELIMINARY WORK:

All work carried out whether experimentally or otherwise at the 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:

(a) Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors or omissions 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 printer's judgement changes therefrom made by the customer shall be charged extra.

(b) All proofs submitted by the printer to the customer shall be returned by the customer approved or amended within 24 hours of submission or otherwise as stipulated by the printer.

### 6. DELIVERY & PAYMENT

(a) Delivery of work carried out by the printer shall be accepted by the customer upon notification that the work has been completed and whereupon risk therein shall pass to the customer and payment shall become due.

(b) Should expedited delivery be required by the customer the printer reserves the right to make an extra cost to cover any staff overtime or any other additional costs involved.

(c) Should work be suspended at the request of or delayed through any default of the customer for a period of thirty days then the printer shall (and without prejudice to any other right or remedy) be entitled upon delivery of invoice to payment for all work already carried out including materials specially ordered (whether or not the same have yet been used in connection with such work) and all other additional costs including storage.

(d) Interest shall be due in respect of any sums which remain owing by the customer to the printer after the same shall have become due for payment such interest accruing on a daily basis at the rate of 5% per annum over the base rate of the printer's banker's from the date when payment became due to the date of actual payment.

(e) A surcharge of 10% shall be added to the gross value of all invoices (including value added tax) placed with outside agents for collection by reason of default in payment on the part of the customer.

(f) The printer shall be entitled to appropriate any sum paid by the customer in satisfaction or partial satisfaction of such liability owed by the customer to the printer as it shall in its absolute discretion see fit.

### 7. TITLE:

7.1 Property in all goods produced or supplied by the printer (and whether or not the same shall have passed into the physical possession of the customer or any third party) shall remain with the printer until such time as the printer has been paid in full in respect thereof.

7.2 Notwithstanding that any goods shall have passed into the possession of the customer or any third party the printer shall be entitled to regain possession without notice for any goods in respect of which it shall not have been paid from time to time and for that purpose shall have licence (hereby given) to enter upon any premises where such goods are being kept for the purposes of retrieval.

7.3 Where goods are subject to any copyright or other intellectual property right then insofar as it is lawfully able to do so the customer hereby licenses the printer to enjoy and make use of the full benefit of such copyright or other intellectual property right in respect for any goods in which property shall not pass to the customer through non-payment and similarly to exploit for its own use all art work and other material (whether produced by the printer or the customer) as shall remain with the printer in such circumstances.

### 8. VARIATIONS IN QUANTITY:

Every endeavour will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000 [fifty thousand]) the same to be charged or deducted.

### 9. CLAIMS:

(a) Advice of damage delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within 3 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 printer and the carrier within 7 clear days of delivery (or in the case of non-delivery within 42 days of despatch).

(b) Save as provided in (a) above claims (of whatsoever nature) must be made in writing to the printer within 14 days of delivery or collection as to which time shall be of the essence. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

### 10. LIABILITY:

(a) The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer.

(b) Whereas the printer may sub-contract all or any service which it has contracted to carry out the printer shall not be liable for the acts or omissions (whether negligent or otherwise) of its sub-contractors and the customer's claims be solely against the relevant sub-contractors details of which the printer shall in the event of a claim arising supply to the customer upon request and without delay.

(c) The liability of the printer shall not in respect of any contract exceed the contract price and the printer hereby excludes liability (whether contractual or tortious) for any consequential loss in excess of the contract price.

### 11. STANDING MATERIAL:

(a) Metal and other materials (other than film) owned by the printer and used by him in production plates and the like shall remain his exclusive property.

(b) All film whether supplied by the customer or by the printer shall be deemed to be the property of the customer.

(c) Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event a charge may be made for storage handling and packing.

### 12. CUSTOMER'S PROPERTY

(a) Customer's property and all property supplied to the printer or on behalf of the customer shall while it is in the possession of the printer 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 printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

### 13. MATERIALS SUPPLIED BY THE CUSTOMER:

(a) The printer may reject any paper plates or other materials supplied or specified by the customer which appear to him to be unsuitable (but without imposing on the printer any obligation so to do). Additional costs incurred if materials are found to be unsuitable during production may be charged for.

(b) Responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials supplied or specified by the customer.

(c) Quantities of materials supplied if supplied by the customer shall be adequate to cover normal spoilage.

### 14. INSOLVENCY:

If the customer ceases to pay its debts in the ordinary course of business or cannot pay its 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 enters into voluntary liquidation (other than for the purposes of amalgamation or re-construction) or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him or fails to settle by the due date any invoice delivered by the printer to the customer then the printer without prejudice to any remedy shall:-

(a) 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 for materials purchased for the customer and shall further be entitled to an allowance in respect of loss of profit on any uncompleted part of such contract and such charge shall be a debt due forthwith to the printer and

(b) In respect of all unpaid debts due from the customer shall have a general lien on all goods and property in the printer's 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 the printer thinks fit and to apply the proceeds towards such debt.

### 15. ILLEGAL MATTER:

(a) The printer 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 printer 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 of any other proprietary or personal rights contained in any material printed by the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim. For the purposes of this clause in the event of the customer being a private limited company which shall for any reason be unable to honour its indemnity hereunder then to the extent of such inability any signatory for or on behalf of such company to any agreement with the printer shall be deemed to be liable under such indemnity in like manner as the company.

### 16. 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 printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

### 17. FORCE MAJEURE:

The printer 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 material required for the performance of the contract.

### 18. LAW:

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

### 19. CONSEQUENTIAL LOSS:

The printer shall be under no liability for consequential loss under any circumstances.

### 20. ADDITIONAL COSTS:

In the event that the printer is unable to complete the contract due to unforeseen circumstances or scheduling difficulties the printer is not liable for additional costs where an alternative supplier's costs are higher than the printer's.

### 21. DATA PROTECTION:

We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:

Obtaining credit insurance, making credit reference agency searches, credit control assessment and analysis (including credit scoring, market, product and statistical analysis), securitisation and protecting our interests.

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.