

# **COPYTECH (UK) LTD, trading as Printondemand-worldwide.com, BookVault, Photobubble and The Great British Bookshop**

## **STANDARD TERMS AND CONDITIONS OF SALE**

### **1. Definitions**

In these Conditions the following definitions apply:

**The Company:** means Printondemand-worldwide.com ('PODW'), BookVault, Photobubble, The Great British Bookshop and any other owned trading company.

**The Customer:** means the person or firm who purchases goods or services from the Company.

**The Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods or Services in accordance with these Conditions.

**The Goods:** are the Goods (including an instalment of the Goods or any part of them) and Services that the Company has contracted to supply in accordance with these Conditions.

**Order:** the Customer's Order of the Goods or Services.

**Working day:** a day (excluding weekends and UK public holidays) when the Company is open for business.

**Conditions:** the Terms and Conditions and Operating Manual as set out in this document as amended from time to time.

**Price:** the pre-negotiated price agreement arranged between the Company and the Customer.

**Title:** legal ownership of the Goods.

**Contract:** this constitutes the entire agreement between the parties.

**Preliminary Work:** all work done in the concept and preparatory stages (including but not limited to design, artwork, file testing, file preparation, colour matching, sample print).

**Unders and Overs:** The Company reserve the right to charge for any additional copies produced over the amount ordered or reduce the invoice for any under supply within the following limits: plus/minus 10%. This shall not apply to orders supplied on an On-demand basis, for supply direct to the Customers own third party recipients, or those supplied via BookVault wholesale arrangements. In these circumstances the Company will endeavour to supply an order exact and in full

## **2. Acceptance of Order**

(a) Orders are accepted by the Company only upon and subject to the Terms and Conditions of Sale as printed herein. Unless expressly accepted in writing by the Company any exclusion or revision of these Conditions by the Customer in any written or printed document, course of dealing, implied by trade, custom or practice shall be inapplicable

(b) The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable specifications requested by the Company are complete and accurate.

## **3. Quotes and Confirmation**

(a) No Order will be accepted by the Company unless the Customer notifies the Company in writing or confirms acceptance on an electronic quote supplied by email or via the Bookvault or Photobubble platforms. No verbal orders or text messages will be accepted by the Company

(b) A quotation from the Company shall not constitute an offer. The Order shall only be deemed to be accepted when the Company issues an acceptance of the Order, at which point a contract will be formed between the parties

(c) Any quote is valid for a period of thirty (30) days only from the date stated on the quote unless otherwise provided for in the quote

(d) Only quotes provided in writing by the Company will be treated as a valid quote

(e) Quotes are "ex works" and unless otherwise agreed in writing delivery will be charged extra

(f) All quotes are based on the submission of electronic files in print ready pdf format to the Company's file guideline specifications and to be submitted via the Internet, ftp server, email or via the Bookvault or Photobubble platforms. There may be a charge levied for any files submitted in any other format, but Customer will be notified in advance of charges before any file preparation work commences by the Company.

## **4. Price**

The price of the Goods shall be;

(a) where there is a previously negotiated price scale in force between the parties the price of the Goods shall be determined with reference to that scale;

(b) where no price scale exists the price is that stated on acceptance of order;

(c) All work carried out shall be charged and includes any preliminary work undertaken whether or not the buyer agrees to that work being taken forward into production.

(d) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.

(e) Should work be suspended at the request or delayed through any default of the Customer for a period of thirty (30) days the Company shall then be entitled to payment for work already carried out and materials specially ordered

(f) For continuing work, invoices may be submitted by the Company at the end of each calendar month for work carried out during that month, or at set stages agreed in advance with the Customer. Payment will be due within thirty (30) days from submission of invoices. Such contract may if the Company so elect be considered as one contract and not severable and if the Customer fails to make payment on the due date for payment for that instalment the Company shall have the option to notify the Customer that the Company treats such failure to pay as repudiation of contract in its entirety without prejudice to any other claim or right the Company may have for compensation or otherwise.

## **5. Cost Variation**

Quotations are based on the current costs of production and this is subject to amendment by Company on acceptance or at any time after acceptance of the order to meet any fluctuation in material costs, cover any additional operations which may be found necessary, not allowed for in the original written quotation, or to cover any additional cost due to the making or amendment of any law, order, regulation or byelaw having the force of law (including inter alia any duty tax on import, export, purchase, sale or appropriation or processing of any materials or equipment comprised in the contract). Prices will be reasonably adjusted to cover such increases. The Customer shall be informed of price increases in writing before commencement of the Service.

## **6. Cancellation Charge**

The Company will charge a cancellation fee of at least £50.00 to cover the administration work already undertaken by the Company. An order shall be eligible for this charge once files have been supplied and the processing of the order has begun. Payment is due immediately by Customer.

## **7. Payment and Credit Terms**

(a) the Company, at its absolute discretion, may ask for part or full payment in advance of starting the job

(b) Where the Customer has been extended credit terms payments are due within thirty (30) days from date of invoice unless otherwise agreed with the Company in writing

(c) Where credit facilities are granted the Company reserves the right to withdraw that at any time, without having to provide reasons, and in such case all outstanding invoices become due and payable immediately

(d) Interest shall be charged on any outstanding balance after thirty (30) days from date of invoice at the rate of 5% over the Bank of England base rate in force on the date the debt becomes overdue and at any subsequent rate where the base rate changes and the debt remains unpaid. Interest will accrue on a daily basis from the due date to final payment date; the Customer shall pay the interest together with the overdue amount

(e) The Customer shall be liable for all legal costs incurred by the Company in recovering any outstanding debt owed by the Customer to the Company

(f) The Company reserves the right to offset any monies the Company may owe the Customer under the performance of any of its services to that Customer against any monies the Customer may owe the Company

(g) If monies due from the Customer to the Company remain outstanding for a period of ninety (90) days from transaction date the Company reserves the right to make the Customer's files available through the Company's Wholesale Channel Service for the sole purpose of recovering outstanding debt. This does not limit the Company's right to collect Customer outstanding payment by traditional debt recovery methods. Customer grants the Company non-exclusive copyright license to all the files the Company holds for this sole purpose of debt recovery through the Company's Wholesale Channel Service. In such circumstances, once debts have been recovered the Company will surrender all remaining assets to the Customer (unless Customer consents to another course of action)

(h) The Customer shall pay all amounts due under the Contract in full and shall not be entitled to assert any credit, set-off or counterclaim against the Company

(i) The Company may at any time exercise a right of set off, without prejudice to any other remedies and rights it may have, to offset any money owed by the Company to the Customer against any amount owed by the Customer to the Company.

## **8. General Lien**

Without Prejudice to other remedies, the Company shall in respect of all unpaid debts due from the Customer have a general lien, on all goods and property in their possession (whether worked or not) and shall be entitled on the expiration of fourteen (14) days' notice to dispose of such goods or property as they think fit and to apply any proceeds towards such debts.

## **9. Value Added Tax**

The Company shall be entitled to charge the Customer the amount of any Value Added Tax payable on the order whether or not included in the quotation or invoice.

## **10. Preliminary Work**

Work carried out whether experimentally or otherwise at Customer's request, will be charged at the agreed rate and confirmed in writing to the Customer.

## **11. Proofs**

(a) Customer's corrections, including alterations to files and the cost of additional samples necessitated by such corrections, will be subject to an additional charge advised at the time the work is submitted by the Customer

(b) No responsibility will be accepted by the Company for any errors in the final Goods where proofs submitted for Customer's approval are not corrected by Customer or for any errors in the final Goods where a proof has not been requested in advance by the Customer

(c) For all work placed by the Customer with an invoice value of five-hundred GBP (£500) or over the Customer is strongly advised to order a bound proof

(d) In the case of colour work whilst the Company will endeavour to match to the proof and previous copies, the Customer accepts that there may be a slight variation resulting from the nature of the digital print process and factors outside the Company's control

(e) All proofs will be supplied without foil blocking.

## **12. Materials**

(a) Electronic Files- Artwork used by the Company shall remain the property of its Author. It is the Customer's responsibility to maintain a copy of any original file provided by the Customer. The Company shall not be responsible for checking the accuracy of supplied input from an Electronic File unless otherwise agreed in writing

(b) If an electronic file is not suitable for outputting on Company equipment without adjustment or other corrective action, the Company may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his right to payment for work done/material purchased

(c) The Company may reject any materials supplied or specified by the Customer which appears to the Company to be unsuitable for the purpose intended. Additional costs incurred if materials are found to be unsuitable during production may be charged

(d) Customers' files or hard copy supplied will be returned after the order has been completed if requested by the Customer. Any files supplied to the Company may be held for a period of time at their discretion but may be subject to a storage charge should the Customer expressly request them to do so.

## **13. Delivery**

(a) Delivery of the Goods shall be completed on the arrival of the Goods at the delivery location specified on the Order

(b) Time of delivery is not of the essence. The Company will not be liable for any delay in the delivery of the Goods however caused

(c) The Customer shall not be entitled to reject the Goods if the Company delivers Unders and Overs of the Goods, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods were delivered, or credit issued in instances where Customer has prepaid

(d) It shall be the duty of the Customer immediately on delivery of the goods to make an inspection of them in every respect and to satisfy themselves of their adherence to specification

(e) Claims arising from damage or partial loss of goods in transit must be made in writing to the Company so as to reach them within three (3) working days of delivery and claims for non-delivery within seven (7) working days of despatch of goods

(f) If no claim is made within the above stipulated time limits the goods delivered shall be deemed to be in all respects in accordance with the Order; the Customer shall be bound to accept and pay for the goods accordingly

(g) The Company shall be entitled to withhold delivery of Goods (or part thereof) if the Customer is not in good payment standing with the Company or is subject to a pre-payment agreement

(h) Orders may be combined and a shipping service upgraded at the Company's discretion. Any additional charge to Customer will be pre-agreed before despatch of Goods.

#### **14. Claims for Faulty Goods**

(a) If the work is defective so that the Customer may in law reject it, the Customer must advise the Company within seven (7) working days of delivery, failing which the customer will be deemed to have accepted the work

(b) 'Defective' is defined as manufacturing faults occurring outside of the normal digital manufacturing process

(c) In the event of any rejections, the Company reserve the right to request the return of the work for inspection. Should the claim of defect be found to be valid, the work will be rectified within ten (10) working days and the cost of any return postage refunded

(d) Should agreement not be reached as to whether the work is defective, the advice of the BPiF (British Print Industry Federation) will be sought and their decision will be final

(e) The Company shall not be liable in respect of any claims unless the aforementioned requirements have been complied.

(f) Any issues with the quality, format, alignment, specification or other element(s) of the files or metadata supplied will render the Customer liable for the cost of reproducing the work once the Customer has rectified those issues. If the Customer

is unsure, further guidance on correct file supply formats etc. should be sought at the Bookvault Help Centre or via email to our customer service team.

## **15. Title and Risk**

(a) The risk in the Goods shall pass to the Customer at the point the carrier takes possession of the Goods where the carrier is appointed by the Customer, or on delivery of goods, where the carrier is arranged by the Company on a tracked basis. The Company will bear no responsibility for goods lost that are sent on an untracked basis where a tracked alternative is available

(b) Title for the Goods will only pass to the Customer on full payment (cleared funds) of the Goods. The Customer shall notify the Company immediately if any event in clause 16 comes into operation. If Company reasonably believes that such an event will happen then the Company at any time can require the Customer to deliver up the Goods and if the Customer fails to deliver promptly, Company has the right to take reasonable measures to recover assets to the value of the goods owed

(c) Customer's property – Customer's property and all material supplied to the Company by or on behalf of the Customer will be held, worked on and carried at Customer's risk. The Customer shall be responsible for effecting insurance on such material whilst on the premises of the Company.

## **16. Customer Insolvency or Incapacity**

If the Customer becomes subject to any of the events in this clause or the Company reasonably believes that the Customer is about to become subject to any of them then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due. For the purpose of clause 15 the relevant events are:

(a) the Customer suspends, or threatens to suspend, payment of its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;

(d) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator;

(g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(i) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business and

(j) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

## **17. Liability**

(a) There are no conditions, warranties, guarantees, representations or other terms whether express or implied, statutory or otherwise oral or in writing except as provided herein

(b) The Company shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for loss of profit, or any direct or indirect consequential loss arising in connection with the Contract

(c) If the Company without cause fails to perform in accordance with its obligations under this contract the Customer may recover an amount to compensate for any direct physical loss which is suffered as a result of this failure subject always to a maximum aggregate liability of the total invoice value of the Goods supplied to the Customer pursuant to such contract.

## **18. Copyright, AI and Offensive Materials**

(a) The Customer represents and warrants its content is its original work or that they have the rights to grant the Company a perpetual, royalty-free, revocable, non-exclusive license to produce and distribute (as required) said works, and that the work does not violate and will not violate applicable law or the rights of any third-party Person including any right of publicity, right of privacy, copyright, patent, trademark, or other intellectual property right or any proprietary right. Also, that the content is not defamatory, profane, infringing, obscene, unlawful, offensive, and/or harmful, including, but not limited to, content that advocates, endorses, condones, or promotes racism, bigotry, hatred, or physical harm of any kind against any individual



or group of individuals, or that provides materials or access to materials that exploit people under the age of eighteen (18) in an abusive, violent, or sexual manner

(b) When enrolling any title in Bookvault wholesale channels, the Customer acknowledges and agrees that works will be publicly available and accessible to some or all customers of applicable retail and wholesale websites and channels and will be considered non-confidential and non-proprietary. The Customer will take all reasonable steps to ensure that its works shall not contain protected health information, and the Customer further understands that it is strictly prohibited from submitting works that include personally identifiable information under applicable law, including, without limitation, the Data Protection Act 2018 and European Union's General Data Protection Regulation 2016/679 (GDPR).

(c) Should the Company discover that the Customer has enrolled such content as outlined in (a) and (b) above in any distribution arrangements, the Company will remove such works from availability immediately, notifying the customer, and reserves the right to ban the Customer from future use of distribution channels and the Great British Bookshop website.

(d) None of the foregoing shall obligate the Company to actively screen Customer content. The Company will not be responsible for the action of any purchasers or readers of any submitted content. Customers acknowledge and agree that the Company does not actively monitor, or police content provided to distribution channels or the Great British Bookshop and has no obligation to do so.

(e) If the Customer is or becomes aware of any occasions where AI-technology is/has been used to generate content (whether images, text or translations), the Company must be notified and reserves the right to indicate the presence of AI generated content on feeds to metadata agencies, retail and wholesale partners, and on the Great British Bookshop site, as applicable. This does not extend to AI-assisted content, where the content was created without the use of AI, but AI tools were used to then edit, refine or spell-check the content.

(f) The Customer may remove its content at any time from distribution channels and the Great British Bookshop if so enrolled. The Company will make commercially best efforts to promptly amend product availability, though may maintain a copy of removed metadata for archival and legal purposes.

(g) The Customer acknowledges and agrees that (i) the Company may establish general practices and limits concerning use of the Customer's content, (ii) the Company reserves the right to change those general practices and limits at any time, in its sole discretion, with or without notice, and (iii) the Company has no responsibility or liability for blocking, deleting, or failing to store any Customer content maintained or transmitted by through distribution channels or the Great British Bookshop.

(h) The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or alleged libellous material produced for the customer or any infringement or alleged infringement of copyright, patent or design.

**19. Force Majeure** – Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Company's subcontractors.

**20. Assignment and Sub-contracting** – (a) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

**21. Notices** – Any notice or other communication given to a party under or in connection with the Contract shall be in writing and in the English language, addressed to that party at its registered office and shall be delivered personally, sent by first class post, recorded delivery, commercial courier or e-mail. Notice sent by first class post shall be deemed to arrive forty-eight (48) hours from posting.

**22. Severance** – The invalidity or unenforceability for any reasons of any part of these Conditions shall not prejudice or affect the validity or enforceability of the remainder.

**23. Waiver** – Any time or other indulgence forbearance or concession by the Company to the Customer shall not in any way whatsoever waive, diminish, restrict or prejudice the Company's strict rights under the Contract.

**24. Third Party Rights** – A person who is not a party to the Contract shall not have any rights under or in connection with it.

**25. Data Protection Act 1998** – In order to comply with the requirements of the

Data Protection Act 1998 the Customer should be aware that the Company might transfer purely relevant information about the Customer to our bankers/financiers for the purposes of providing services and for the following purposes: (a) Obtaining credit insurance (b) Making credit reference agency searches (c) Credit control (d) Assessment and analysis (including credit scoring, market, product and statistical analysis) (e) Securitisation (f) Protecting the Company's interests (g) Sub-contracting to third-parties.

**26. Variation**- Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

**27. Jurisdiction**– These conditions and all other express and implied terms of the Contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.