

## Terms & Conditions

### DEFINITIONS:

"printer" refers to Oriental Press;

"customer" refers to the legal entity which enters into the contract with the printer;

"goods" refers to the printed sheets, books, calendars or any other printed matter which the printer has contracted to print, bind, manufacture or produce for the customer;

"supplies" refers to the colour transparencies, artwork, bromides, illustrations, paintings, film positives and negatives, working film, computer diskettes or any other materials supplied by the customer to the printer for the performance of the contract.

**PRICES:** The prices quoted by the printer are based strictly upon the specifications stated in the quotation and any changes in the specifications may necessitate a revision of the quoted prices.

**PRELIMINARY WORK:** All work produced at the customer's request or with the customer's approval will be for the customer's account.

**PROOFS:** If the contract requires the printer to produce proofs, once commercially acceptable proofs have been produced, the customer's corrections to such proofs (including alterations in style and form) will be additional to the quoted price. The printer shall not be liable for any errors or omissions found in such proofs, and it shall be the customer's responsibility to check for errors or omissions.

**VARIATIONS IN QUANTITY:** Every endeavour will be made to print the exact quantity ordered, but quotations and orders are conditional upon margin of 5% being allowed for overs or shortage, the same to be charged for, or deducted at quoted prices.

**COMPLETION:** Any time or date specified by the printer for completion of printing is conditional upon the customer meeting the film/disc - in , approval, or other deadlines scheduled by the printer. Any delays in meeting these deadlines may result in a delay in completion. The printer shall not be liable for any direct or indirect damage or loss whether arising directly or indirectly out of delay by the customer in meeting these deadlines.

**DELIVERY:** Unless otherwise agreed, the printer shall provide for delivery of all goods ex factory in Dubai.

**SHIPMENT:** The customer may arrange for its own shipment of goods and shall inform the printer of such shipment at least 1 month before the scheduled shipment date. Alternatively, the customer may request the printer to arrange for shipment of goods on the customer's behalf, in which case the cost of shipment shall be the customer's cost. The printer shall use all commercially reasonable effort to arrange for reliable shippers, but shall not be liable for any loss or damage from delays arising out of shipment and does not undertake that the goods will arrive at the port of discharge at any particular time or meet any particular market.

### SUPPLIES:

- a) All supplies will be held by the printer at the customer's risk.
- b) All commercially reasonable effort will be made to secure the best printing results from the supplies provided by the customer, but the printer will not be responsible for defective goods caused by defects in or unsuitability of such supplies.
- c) The customer is to provide adequate quantities of supplies to cover spoilage.

**LIMITATION OF LIABILITY:**

- a) The printer shall not be liable for indirect or consequential loss or damage incurred by the customer or for any loss arising from third party claims occasioned by the non-performance of this contract by the printer.
- b) The liability of the printer, its agents, representatives and distributors for any loss of or damage to any supplies arising from any reason whatsoever, including but not limited to, fault, negligence, or gross negligence of the printer or its agents, representatives or distributors shall be limited to:
  - (i) the direct damages sustained to replace the item supplied;
  - (ii) USD300 or equivalent per individual supply; or
  - (iii) USD20,000 or equivalent per contract,

Whichever amount is lowest. The printer shall not be liable for any incidental or consequential damages arising from the loss or damage to supplies.

**GENERAL LIEN:** The printer shall in respect of all unpaid debts due from the customer have a general lien on all supplies in its hands and shall be entitled on expiration of 14 days notice to dispose of such supplies as it thinks fit and to apply the proceeds towards such debts.

**ILLEGAL MATTER:**

- a) The printer shall not be obligated to print any matter which in its opinion is or may be of an illegal or libellous nature, or infringe a copyright, patent or design.
- b) The customer indemnifies the printer in respect of any claims, costs (including legal costs) and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright, patent or design.

**DEFECTIVE GOODS:** If any of the goods are defective, the customer shall return samples of such goods to the printer within a period of 3 months following delivery to the customer or to the customer's order and if in the opinion of the printer such goods are defective and such defects are not caused by defective or unsuitable supplies, the printer will at its option either replace the defective goods at no additional cost or credit the customer the cost of such goods. The defective goods will be returned by the customer to the printer for disposal. Defects in quality or dimensions in any goods shall not be a ground for cancellation of the order or the contract itself.

**PARTIAL DELIVERIES:** The printer shall be entitled at any time on notice to the customer to make partial deliveries, without prejudice in any case to rights accorded in respect of deliveries already made and partial deliveries shall be no ground for the cancellation of the contract or the remainder thereof.

**FORCE MAJEURE:** The failure of the printer to perform any of its obligations under this contract as a result of inability to secure labour, materials or supplies or as a result of any Act of God, war, strike, lockout, or other labour disputes, fire flood, drought, legislation or other cause (whether of the foregoing class or not) beyond the printer's control shall not constitute a breach of contract.

**LATE PAYMENT:** Interest will be charged on overdue accounts at the rate of 1% per month on a monthly basis from the due date.

**LAW AND JURISDICTION:**

- a) The contract shall be governed by and construed in accordance with the laws of the UAE.
- b) The customer hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of UAE.
- c) That submission shall not affect the right of the printer to take proceedings in any other jurisdiction and in the event that such proceedings are taken, the other party or parties to those proceedings shall if they have any set-off or counterclaim which has arisen out of or in connection with the contract, and/or the matters relevant to those proceedings, plead that set-off/or counterclaim in those proceedings and not in any other jurisdiction.