



## STANDARD TERMS AND CONDITIONS OF TRADING (DOCUMENT SCANNING)

1. These terms and conditions shall be deemed to be incorporated in all contracts made with Rapide Reprographics Ltd. ("Rapide") except in so far as Rapide shall have expressly agreed in writing to the contrary.
2. Unless otherwise stated therein, a quotation/proposal constitutes an offer, which can be accepted in writing received by Rapide not more than 90 days after the date of the proposal/estimate. An acceptance in terms differing from the proposal/estimate constitutes a counter-offer, which Rapide may accept or decline.
3. All material supplied to Rapide is accepted on the clear understanding that it remains throughout (whether or not transported by Rapide) at the customers sole risk and that Rapide shall incur no liability for any loss (including loss due to delay and other consequential loss) or damage sustained, howsoever arising.
4. The ownership of material supplied by Rapide passes to the customer upon the same being loaded for delivery/posted to the customer and there forward the risk of loss or damage howsoever arising shall be borne by the customer.
5. Any complaint or claim in respect of alleged defective workmanship by Rapide must be notified in writing to and received by Rapide no more than 14 days after receipt of delivery or despatch from Rapide's premises, otherwise Rapide shall be under no liability in respect thereof.
6. The customer warrants that the customer is the owner of the copyright in, or is otherwise entitled to have copies made as ordered of all materials supplied by Rapide and undertakes to indemnify Rapide against all actions, proceedings, costs, claims and demands arising out of such copies or masters.
7. The proposal/estimate assumes (unless otherwise stated) that all material supplied for processing is clear and suitable for the purpose, and in accordance with samples, if supplied. Should any material not be so, Rapide is entitled to make a surcharge on the contract price or (at Rapide's discretion) to decline to proceed with the contract. All Microfilm supplied for scanning should be to British Standard BS ISO 6199:1991
8. Times quoted for delivery to customers are approximate only, and in particular Rapide shall not be liable for any delay resulting from shortages of equipment, materials or labour.
9. All due care shall be taken by Rapide with regard to the storage of documents. However, Rapide shall not be liable for any consequential loss arising from the loss or damage to documentation whilst in their care.
10. Suitable insurance will be held by Rapide regarding the storage of documents but any claims against this shall be limited to the physical value of the documentation and not the data contained within any documents.
11. Storage costs shall normally be invoiced quarterly in advance. However, dependant on quantities and cost involved this may be varied in consultation with the customer.
12. The contract price (with any surcharge) shall be due and payable 30 days from the date of the invoice in respect thereof. In the event of default by the customer Rapide shall have a general lien on all materials received from the customer and for the time being on Rapide's premises.
13. Rapide will issue a Document Destruction>Returns Note no later than 30 days after delivery to the customer of the Microfilm and/or Compact Discs. The customer should ensure this document is signed and returned within 30 days. If the customer does not comply, Rapide will assume the Microfilm and/or Compact Discs have been validated and are satisfactory. The documentation will then be securely destroyed.
14. If Rapide is prevented by force majeure from delivering Products, Services or performing any other obligations, Rapide will be excused of these obligations for so long as such causes shall continue. Force majeure shall include civil commotion, riot, war, threat or preparation for war, fire, flood, earthquake, labour dispute, failure of gas, water, electricity or other services, interruption of transport, law, rule or regulation of any Government or other authority, or any cause beyond reasonable control of Rapide.
15. All prices quoted are exclusive of VAT.
16. The contract shall be governed and interpreted in accordance with the laws of England.