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## **PRINTING AGREEMENTS**

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*Relationships between publishers and printers are rarely covered by a bilateral agreement between the parties. A more common scenario is for the publisher to request estimates from a printer on a book by book basis, and for the printer to issue standard conditions of contract alongside each quotation. Whilst such conditions may appear to favour the printer, any publisher who is a substantial print buyer may be able to negotiate favourable terms for bulk orders and prompt payment.*

*The exact details of printers' contractual terms may vary but the following model covers typical aspects of the arrangements.*

*This model does not provide details concerning the specific conditions of the printing agreement such as title of book, number of cover and paper, etc.*

### **STANDARD CONDITIONS OF CONTRACT** **ADOPTED BY (name of printer)**

#### **1. PRICE**

Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet an increase or decrease in such costs. Estimates not based on sight of complete copy, including illustrations, are provisional. Unless otherwise specified on the estimate, prices shall be valid for a period of \_\_\_ days from the date of issue of the estimate.

#### **2. PRELIMINARY WORK**

All work carried out at the customer's request, whether experimentally or otherwise, shall be charged.

#### **3. COPY**

A charge may be made to cover any additional work involved where copy supplied by the customer is not clear and legible.

#### **4. PROOFS**

Proofs of all work may be submitted for the customer's approval and the printer shall incur no liability for any errors 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, any changes therefrom made by the customer shall be subject to extra charges.

## **5. DELIVERY AND PAYMENT**

Delivery of the work shall be accepted on notification that the work has been completed at which point ownership shall pass to the customer and payment shall become due. Unless otherwise agreed, payment shall be made by the customer in full within \_\_\_ days of the date of the printer's invoice for the said work. Unless otherwise specified, the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made for any additional costs involved for delivery to a separate address.

Should expedited delivery be agreed, an extra charge may be made to cover any overtime or other additional costs incurred. Should work be suspended or delayed at the request of or through default by the customer for a period of at least 30 days, the printer shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

## **6. VARIATIONS IN QUANTITY**

Every effort will be made to deliver the quantity ordered, but for orders of more than 2000 copies, estimates are conditional on margins of 5 per cent overs or shortage for work in one colour only, and 10 per cent overs or shortage for other work with appropriate adjustments being made to charges.

## **7. CLAIMS**

Any claims arising from damage, delay or partial loss of goods in transit must be made to the printer and the carrier to reach them within 3 clear days of delivery and claims for non-delivery within 28 days of despatch of the goods. Other claims must be made to the printer within 28 days of delivery. All claims must be submitted in writing. The printer shall not be liable for any claims unless made in accordance with the terms of this clause.

## **8. LIABILITY**

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

## **9. STANDING MATERIAL**

Metal, film, glass and other materials owned by the printer and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and similar material shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property. Type may be distributed and lithographic, photogravure or other work effaced immediately after the work is completed unless written arrangements are made to the contrary. In the latter event, storage charges may be made to the customer.

## **10. CUSTOMER'S PROPERTY**

While reasonable care will be taken of customer's property, all property supplied to the printer by or on behalf of the customer will be held at the customer's risk and the customer should insure unless otherwise agreed. The printer will be entitled to make a reasonable charge for the storage of customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

## **11. MATERIALS SUPPLIED BY THE CUSTOMER**

The printer may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

Where materials are so supplied or specified, the printer will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. Quantities of materials so supplied shall be adequate to cover normal spoilage.

## **12. INSOLVENCY**

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his 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 being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to other remedies 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, such charge to be an immediate debt due to him and (b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to

dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

### **13. ILLEGAL MATTER**

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 of any third party. The printer shall be indemnified by the customer in respect of any claims, costs or 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 for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

### **14. PERIODICAL PUBLICATIONS**

A contract for the printing of a periodical publication may not be terminated by either party unless \_\_\_ weeks' notice is given in writing in the case of periodicals produced monthly or more frequently or \_\_\_ 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. The printer may however terminate any such contract forthwith should any sum due thereunder remain unpaid.

### **15. 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 materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### **16. APPLICABLE LAW AND DISPUTE SETTLEMENT**

These conditions and all other terms of the contract shall be governed by and construed in accordance with the laws of \_\_\_\_\_ and shall be subject to the jurisdiction of the \_\_\_\_\_ courts.

# **USER'S GUIDE for the PRINTING AGREEMENTS**

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*Such documents may vary in detail from printer to printer but will normally contain the same key features. They normally accompany each estimate supplied to publishers, and acceptance of the estimate will constitute acceptance by the publisher of the printer's standard terms of contract.*

## **1. PRICE**

Printers will provide estimates (quotations) based either on the supply of actual material from the publisher on the basis of general specifications, in which case the price will be provisional. It should be clear how long the estimate will remain valid; 60 days from the date of issue is common.

## **2. PRELIMINARY WORK**

The printer will charge for all work undertaken for the publisher, including work such as test proofs of illustrations.

## **3. COPY**

Additional charges may be made if the materials supplied by the publisher are unclear and involve further work by the printer for clarification.

## **4. PROOFS**

The publisher is responsible for checking proofs, and will be charged for any subsequent changes made by him other than correcting any printer's typesetting errors.

## **5. DELIVERY AND PAYMENT**

Delivery will normally be made to the publisher's designated address as soon as the work is completed. Payment terms may vary, but 30 days from the date of the printer's invoice is common.

There may be additional charges for delivery to a special address or for a rush job required by the publisher. The publisher will be charged if work is suspended at his request.

## **6. VARIATIONS IN QUANTITY**

Provision is made for over- or under-supply of copies; 5% for single colour work and 10% for colour work is common. For larger runs (e.g. over 50,000 copies) these figures may be adjusted to 4% and 8% respectively. The final invoice will be adjusted to allow for over- or under-supply.

## **7. CLAIMS**

Claims against the printer or carrier must be submitted very promptly and in writing. Some printers may be prepared to commit in their contractual terms to rectifying manufacturing problems (e.g. problems with printing or binding quality) or to refunding an agreed percentage of the printer's invoice or of the retail value of the publications affected by the problem.

## **8. LIABILITY**

The printer is not liable for losses incurred by the publisher due to Ely caused by the carrier.

## **9. STANDING MATERIAL**

Materials used to produce printed material are the property of the printer unless they have been supplied by the publisher (e.g. printing film originated elsewhere). Type or film may be destroyed following completion of the work unless the publisher specifies that they are to be retained, in which case storage charges may be incurred. Publishers would obviously wish to instruct the printer to retain film of books which are to be regularly reprinted.

## **10. CUSTOMER'S PROPERTY**

Materials supplied by the publishers will be held by the printer at the publisher's risk and storage charges will be made. The publisher should insure the material.

## **11. MATERIALS SUPPLIED BY THE CUSTOMER**

The printer reserves the right to reject materials supplied by the publisher which he considers unsuitable for the work in hand and will charge the publisher for any costs involved in resolving the problem. Materials supplied by the publisher could include paper or film originated elsewhere. The publisher must supply adequate materials to allow for normal spoilage during the printing process (this could mean an allowance of 10 - 15% additional paper stock).

## **12. INSOLVENCY**

If the publisher fails to pay his bills or becomes bankrupt, the printer has the right to terminate work on behalf of the publisher and to dispose of materials belonging to the publisher in partial settlement of the debt owed to him.

## **13. ILLEGAL MATTER**

The printer may refuse to print any material he considers may be legally actionable and may require an indemnity from the publisher against any costs arising from such action.

## **14. PERIODICAL PUBLICATIONS**

Adequate notice must be given for the cancellation of printing contracts for periodical publications. 13 weeks written notice is common for periodicals published monthly or more frequently; 26 weeks for other periodicals.

## **15. FORCE MAJEURE**

The printer is not liable for any delays caused by circumstances beyond his control, although the publisher retains the right to cancel the contract in such circumstances.

## **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

The applicable law will normally be that of the country in which the printer is located. The courts of the country in which the printer is located will usually be designated.