

TERMS & CONDITIONS

1. Quotations

1.1

Subject to paragraph 1.2, 2, 3 and 4, all prices quoted are based on work specified in the quote (or verbal instructions given at the time of order). Quotes are valid for a period of 7 days from the date of the quote. Quotes will be deemed accepted upon the Customer making an Order.

1.2

Prices quoted are based on the current cost of production, (materials, labour, machine time etc) and they are subject to amendment by Chameleon before or after acceptance of the quotation to meet a variation in the cost of production between the date of quotation and the date of execution of the order provided there is no unreasonable delay on the part of Chameleon. The Customer shall be notified of any such amendment as soon as possible thereafter.

2. Customers Instructions

2.1

Once accepted by the customer (either verbal or written), Chameleon's written quotation shall be deemed to interpret correctly the customer's instructions. Where verbal instructions only are received, Chameleon shall not be responsible for errors or omissions due to misinterpretation of those instructions.

2.2

The cost of additions or alterations to any proof submitted to a customer will be added to the price (unless changes to the proof are merely typographical corrections).

3. Expedited Completion of Order

3.1

Customer acknowledges that a requirement for urgent completion of an Order increases the likelihood of defects. Chameleon will use reasonable efforts to avoid defects but will not be liable for defects arising because of urgent completion of Order.

3.2

The price will be increased to cover overtime work or other additional costs incurred as a result of any requirement for urgent completion.

4. Outside Work

4.1

If Chameleon has to obtain goods (including typefaces, film, plates etc) and/or services

not normally stocked or supplied by Chameleon from a third party in order to carry out the customer's instructions:

- a) Chameleon will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of such goods and/or service.
- b) Chameleon acquires these goods and/or services as agent for the customer and not as principal and will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party.
- c) The customer must pay for such goods and/or services.
- d) Any such goods obtained from a third party, must be obtained on the basis that property/title in those goods is passed by the third party to Chameleon at the time the goods are incorporated into the work done by Chameleon for the customer.

5. Suspension of Work

5.1
The suspension by the customer of any work, for any reason whatsoever, for a period of thirty (30) days, shall entitle Chameleon to payment in full for the work completed up to the suspension date.

6. Cancelled Orders

6.1
Orders cannot be cancelled except upon terms, which compensate Chameleon for all work done, materials used or specially acquired to complete the order, to the date of the cancellation.

7. Delivery

7.1
Chameleon shall notify the customer when the goods are ready for collection.

7.2
The customer must collect the goods from Chameleon's premises upon being notified by Chameleon that the goods are ready for collection. If Chameleon agrees to deliver the goods, the customer shall bear all freight and charges of such delivery.

8. Payment

8.1
Once the work is completed Chameleon shall invoice the customer for the quoted value of the work plus any additional charges that have occurred to enable the work to be completed to meet the customer's requirements.

8.2

VAT (Value Added Tax) shall be charged on the total invoice amount in line with current VAT legislation.

8.3

All Invoices shall be paid COD unless prior arrangements are agreed with Chameleon. Any credit arrangements (where Chameleon feel it necessary) will require an Account Application form to be completed and approved by Chameleon. Any such credit arrangements are made entirely at Chameleon's discretion. Maximum credit terms agreed will be strictly 30 days from date of invoice.

8.4

Chameleon will use its best endeavours to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of five percent (5%) being allowed for overs or shortages, which shall be charged for or deducted as appropriate.

8.5

Chameleon may at its option charge interest at the rate of the EURIBORL plus 3% on amounts not paid within any agreed credit arrangements, calculated on a daily basis from the date any such amount should have been paid and until the date of payment.

8.6

The customer must pay to Chameleon any costs, expenses or losses incurred by Chameleon as a result of the customer's failure to pay Chameleon all sums outstanding from the customer to Chameleon (including without limitation the generality of the obligations set out in this clause, any debt collection and legal costs).

9. Warranties and Undertakings

9.1

Unless expressly set out herein, all implied warranties and conditions in relation to any supply by Chameleon are expressly excluded (unless such warranties cannot at law be excluded).

10. Risk

10.1

The risk in the goods passes to the customer at time of delivery if Chameleon delivers the goods to the customer's premises. Otherwise, title passes at the time Chameleon notifies the customer that the goods are ready for collection.

10.2

Chameleon has no obligation to insure any property of the customer in Chameleon's possession. The customer must pay the cost of any insurance arranged by Chameleon at the request of the customer.

10.3

If a customer leaves property in Chameleon's possession without specific instructions as to what is to be done with it, Chameleon may, 12 months after gaining possession of the property of sale as compensation for holding and handling the property.

11. Liability

11.1

To the fullest extent permitted by law, except as provided herein, Chameleon shall not be liable to the customer in contract or tort for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of Chameleon's negligence, or in any way whatsoever.

11.2

Chameleon's liability for a breach of a condition or warranty is hereby limited to:

1. In the case of goods, any one or more of the following:

- a) The replacement of the goods or the supply of equivalent goods;
- b) The repair of the goods;
- c) The payment of the cost of replacing the goods or of acquiring equivalent goods;
- d) The payment of the cost of having the goods repaired; or

2. In the case of services:

- a) The supplying of the services again; or
- b) The payment of the cost of having the services supplied again.

11.3

Chameleon will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to Chameleon or for any damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of Chameleon to exercise due care and skill in handling or storing such property.

11.4

Subject to paragraph 10.3 hereof, Chameleon will not be liable to the customer for the damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of Chameleon Printing to exercise due care and skill in handling or storing such property of the customer.

11.5

Force Majeure. Chameleon will have no liability to the customer for any loss, damage or expense suffered or incurred by the customer where such loss is occasioned by any cause beyond Chameleon's reasonable control, including and without limiting the generality to the foregoing by war, insurrection, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

11.6

Completion and or Delivery. The delivery terms made known to the customer are estimates only, and Chameleon shall not be liable for any late delivery or non-delivery, and under no circumstances shall Chameleon be liable for any loss, damage or delay occasioned to the customer because of late or non-delivery of the goods.

12. Claims

12.1

The customer must inspect goods or services supplied by Chameleon within 14 days from delivery or otherwise, within 14 days of notification that the goods are ready for collection. Any claims against Chameleon must be in writing within such fourteen (14) days. No claims shall be made by the customer beyond this period.

13. Non-Payment

13.1

Until the customer has paid all sums outstanding in relation to the goods, title of the goods shall not pass from Chameleon to the customer.

13.2

If the customer has not paid all sums outstanding in relation to the goods, if directed by Chameleon to do so, the customer agrees to return the goods to Chameleon immediately upon instructions to do so.

14. Copyright

14.1

Copyright in all artistic and literary works authored by Chameleon shall remain the property of Chameleon unless there is specific agreement to the contrary at the time of Chameleon's acceptance of your order.

14.2

The customer has warranted to Chameleon, and Chameleon has accepted the customer's warranty that the customer has copyright in or a licence to authorise Chameleon to reproduce all artistic and literary works supplied by the customer to Chameleon for the purpose of the Order and the Customer hereby expressly authorises Chameleon to reproduce all and any of such works for the purposes aforesaid.

14.3

The Customer indemnifies and agrees to keep indemnified Chameleon against all liability, losses or expenses incurred by Chameleon in any way directly or indirectly connected with any breach of copyright on materials supplied by the customer.

14.4

The customer is hereby granted a non-exclusive license to use the copyright works created by Chameleon for the purposes of the Order, however such licence is



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conditional upon Chameleon having received all monies due to Chameleon under these Terms and Conditions.

15. Confidentiality

15.1

The customer must keep confidential and not use any ideas, systems or processes communicated or made available by Chameleon to the customer without Chameleon's written permission.

16. Electronic Media

16.1

All Disks, tapes, compact disks or other media (other than the media supplied by the customer) used by Chameleon to store data for the purposes of completing the Order are the property of Chameleon. The customer cannot require Chameleon to supply to the customer any data so stored. In the event that Chameleon does supply data so stored or created, Chameleon may charge the customer for supplying such data.

16.2

Chameleon will not be liable for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If Chameleon agrees to store such data Chameleon may charge to do so.

17. Goods and Services Tax (Value added tax)

17.1

The customer will be liable for any goods and services tax (VAT) payable because of the supply of goods and/or services by Chameleon to the customer.



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