

## TERMS AND CONDITIONS

All work and materials are tendered by Rapture Design Limited (hereinafter referred to as the Company) on the following conditions, and acceptance of such work and materials by the Client shall constitute the Client's assent to and acceptance of these conditions.

### 1. PRICE

- a. Estimates are based on the information supplied by the Client at the time of quoting. Extra charges will be made for additional work caused by variations to the original specification.
- b. Estimates for design work are based on the Client making available all the copy and illustrations (where these are being provided by the Client) at the time of the initial briefing. If this requirement is not met it could possibly result in the design estimate being exceeded.
- c. Where copy supplied by the Client is not clear and legible a charge may be made to cover any additional work involved.
- d. All prices are quoted net of Value Added Tax unless otherwise stated.

### 2. PRELIMINARY WORK

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

### 3. PROOFS

Proofs of all work may be submitted for the Client's approval and the Company shall incur no liability for any errors not corrected by the Client in proofs so submitted. Client's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgment, changes therefrom made by the Client shall be charged extra.

### 4. DELIVERY & PAYMENT

- a. Unless otherwise specified, the price quoted is for delivery of the work to the Client's address. A charge may be made to cover any extra costs involved for delivery to a different address.
- b. Should expedited delivery be agreed, an extra charge may be levied to cover any overtime or any other additional costs.
- c. Should any work be suspended at the request of, or delayed through any default of, the Client for a period of 30 days the Company shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- d. The Company may be prepared to open a monthly account with the Client. On his letterhead, the Client shall provide the Company with two trade references, a bank reference and such other information as the Company may require. Credit will be at the Company's discretion.
- e. The Client shall pay for the goods or services within 30 days of invoice date. The Company reserves the right to charge interest on any overdue amounts at the rate of 2.5% per month, calculated on a daily basis.
- f. In the event of the Client failing to pay for any goods on the due date, the Company shall have the right to suspend deliveries on this contract or any other contracts with the Client.
- g. Goods supplied by the Company shall remain the property of the Company until the time that payment of the relative charge is received in full.

### 5. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage.

## 6. CLAIMS

Advice of damage, delay or partial loss of goods in transit or on non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect hereof must be made in writing to the Company and the carrier within seven days of despatch (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery.

## 7. LIABILITY

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

## 8. STANDING MATERIAL

Materials owned by the Company and used in the production of the work for the Client shall remain the exclusive property of the Company. Such items supplied by the Client shall remain the Client's property.

## 9. CLIENT'S PROPERTY

Client's property and all property supplied to the Company by or on behalf of the Client shall, while it is in the possession of the Company or in transit to or from the Company, be deemed to be at the Client's risk and the Client should insure accordingly. The Company shall be entitled to make a reasonable charge for the storage of any Client's property left with the Company before receipt of the order or after notification to the Client of completion of the work.

## 10. MATERIALS SUPPLIED BY THE CLIENT

The Company may reject any materials supplied or specified by the Client which appear to the Company to be of unsuitable quality. Additional costs incurred if materials are found to be unsuitable during the process may be charged. Where materials are so supplied or specified, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfections caused by defects or unsuitability of materials so supplied or specified. Quantities of materials supplied shall be adequate to cover normal spoilage.

## 11. INSOLVENCY

If the Client can not pay his/her 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/her, the Company without prejudice to other remedies shall:

- a. Have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client, such charge to be an immediate debt due to the Company.
- b. In respect of all unpaid debts due from the Client, have a general lien on all goods and property in the Company's 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 a manner and such a price as the Company thinks fit and to apply the proceeds towards the debts.

## 12. ILLEGAL MATTERS

- a. The Company shall not be required to design or print any matter which in our opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- b. The Company shall be indemnified by the Client in respect of any claims, costs and 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 Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

### 13. FORCE MAJEURE

The Company shall be under no liability if it is unable to carry out any provision of the contract for any reason beyond its 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 of 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 Client may by written notice to the Company, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 14. COPYRIGHT, PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

- a. The Client acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights owned by the Company do not pass to the Client.
- b. The Client agrees to indemnify the Company against all liabilities, costs and expenses which the Company may incur as a result of work done in accordance with the Client's specifications which involve infringement of any patent or other proprietary right.
- c. All concepts, pitch documents, visuals etc. created or supplied by the Company remain the intellectual property and copyright of the Company unless released to the Client and to which full payment has been made. Reproduction in any way is a breach of copyright and will result in legal proceedings.

### 15. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.