

## TERMS AND CONDITIONS for supply of goods and services – April 8, 2008

### 1 General

- 1.1 The Terms and Conditions set out below and the specifications given herein shall govern the order (contract) placed with Brandgraphica (hereafter referred to as 'the Company').
- 1.2 In the following Terms and Conditions 'the Company' means Brandgraphica Limited and any person employed by them in the pursuit of their business, 'the Customer' means the Company or person on whose behalf the work is undertaken.
- 1.3 These Terms and Conditions are the only Terms and Conditions applicable to work carried out by the Company unless by agreement in writing with a Director of the Company.
- 1.4 Any further orders placed with the Company by the Customer will be subject to the same Terms and Conditions.
- 1.5 These Terms and Conditions are subject to change. The Customer may obtain the latest version by visiting [www.brandgraphica.co.uk/uploads/file/terms.pdf](http://www.brandgraphica.co.uk/uploads/file/terms.pdf)

### 2 Estimates

- 2.1 Any estimate supplied by the Company is valid for 30 days and is based upon the Customers' instruction, brief and description of the work and services to be completed by the Company.
- 2.2 Any additional work requested by the Customer following commencement of the commissioned work (including any outside services necessarily procured to carry out this work) which are not specifically referred to in the original estimate shall be regarded as additional to the cost given and will be invoiced separately.
- 2.3 Estimates are exclusive of VAT unless otherwise stated.
- 2.4 Estimates are exclusive of travel, courier and delivery costs.
- 2.5 Estimates are a guide only and do not form the basis of a contract.
- 2.6 Estimates are subject to change should the Customer cause change or alteration in design/quality/specification other than specified in the original estimate.

### 3 Contract

- 3.1 The contract is made when the Company accepts the order in writing via email or post or upon receipt of a purchase order.
- 3.2 Any verbal instructions from the Customer pertaining to the said contract with the Company must be followed by written confirmation.
- 3.3 Any dates specified within the Contract are estimates only and whilst the Company will endeavour to meet any dates indicated, it shall have no liability if it fails to meet such dates.
- 3.4 The Company does not accept liability for any errors or omissions that result from a verbal instruction not confirmed in writing.
- 3.5 In the event the Customer provides artwork in the pursuance of the contract it will be deemed to be accurate and no amendments or changes will be made unless specifically instructed by the Customer in writing.
- 3.6 Time shall not be the essence of the Contract.

### 4 Invoicing and Payment

- 4.1 Upon Customer notification of acceptance of the order by the Company, work will commence.
- 4.2 The Customer is then obliged to pay in accordance with the 30 day terms offered by the Company.
- 4.3 The Company shall be entitled to retain material produced by or on behalf of the Company until payment has been made in full by the Customer of any outstanding invoice.
- 4.4 Should the Customer fail to pay any outstanding invoice in due time the Company shall be entitled to treat that failure without prejudice as a repudiation of the whole contract and any other contract with the Customer, forthwith to cease any continuing work, which will remain the property of the Company. The Company will pursue any outstanding amounts of money for work to date.

### 5 Cancellation

- 5.1 Should the customer choose to cancel a project before completion, they may do so on the express condition that the Company be indemnified against any costs or fees that may have been incurred.
- 5.2 Force Majeure - The Company shall be under no liability should they be unable to carry out any part of the contract due to unforeseen circumstances beyond their control (without limiting the foregoing), including act of God, legislation, war, fire, flood, drought. During the continuance of such a contingency the Customer may elect in writing to terminate the Contract with the Company and pay for work done and materials used to date, but otherwise to accept delivery when available.

- 5.3 In the event the Company should require the Customer to take any action or provide any material necessary for completion of the contract and the Customer fails to meet these requests, the Company shall treat this failure as a breach of contract and will, in consequence, be entitled to recover any costs incurred from the Customer due to that breach.

### 6 Copyright and Ownership

- 6.1 Illustrators, Photographers and Photo Libraries commissioned by the Company on the Customer's behalf, retain ownership of full copyright of their work unless specifically stated on the estimate. Charges for illustration and photography are for one time use only, unless otherwise agreed and specifically stated on the estimate.
- 6.2 Titles to all work produced by the Company remain the property of the Company. The Customer has no authority to allow a third party to copy, sub contract or alienate any such copyright and or to use the copyright for any other purpose than agreed.
- 6.3 Upon commencement of contract (acceptance of order and Terms) the customer is agreeing to the Company reserving the right to feature any work in its marketing/promotional material without prior permission from the Customer.

### 7 Completion of work

- 7.1 Whilst the Company endeavours to ensure that all material produced by them on behalf of the Customer is accurate, the Customer is solely responsible for final checking of black and white or colour proofs of all text and material produced before being signed off as complete and put on to disk. In so doing the Customer accepts the proof as approved or amended and print ready.
- 7.2 Following the completion of the contract carried out by the Company and allowing for changes included in the original estimate any costs or claims which arise from errors or omissions after sign off must be borne solely by the Customer.
- 7.3 It is expected that following completion of the contract and delivery of goods, all materials that may have been given to the Company by the Customer in pursuance of the contract shall be collected by the Customer or left with the Company at the Customers' own risk.
- 7.4 Upon delivery of the goods to the Customer, the Company may efface all materials or work used in production of the contract unless instructed otherwise in writing by the Customer. The Company reserves the right to make a charge should this be the case.

### 8 Warranty and Indemnity

- 8.1 The Customer warrants and represents to the Company that any information or material which is supplied to us will be accurate and in no way misleading.
- 8.2 The information and material given to the Company by the Customer will be at the Customers' risk.
- 8.3 The information and material given to the Company by the Customer shall not infringe on any third party's copyright, registered design or other intellectual property rights.
- 8.4 The Customer will indemnify the Company against all actions suits, claims, demands, losses or damages that may directly or indirectly incur in consequence of this term being breached.
- 8.5 The Customer and the Company will agree that all terms and contracts entered into shall be governed by English Law and that any dispute under it will be subject to the jurisdiction of the English Courts.
- 8.6 The Company shall not be required to send to print any materials which in their opinion may be of an illegal or libellous nature or an infringement of the propriety or other rights of a third party.
- 8.7 The Company will be indemnified by the Customer in respect of any claims, costs and expenses arising from any libellous matter or any infringement of copyright, patent, design or any other propriety or personal rights contained in any material printed for the Customer.

### 9 Printing

- 9.1 The Customer will acknowledge that the Company bears no responsibility should a print run fail in any way.
- 9.2 The Customer will recognise that although colour specifications given by the Company to the Printer on the Customers' behalf will be accurate and specific to the designated printing press, reproduction of a specific colour and its consistency across collateral cannot be guaranteed and the Customer will agree that a reasonable colour match shall constitute performance of the Contract between the parties.
- 9.3 In particular it will be agreed that the colour of an in-house printout or image supplied on CD is a guide to colour only and that the final printed version may be variable in colour due to the fact that they are produced on different machines.

### 10 Delivery

- 10.1 Whilst the Company will endeavour to ensure that delivery of materials undertaken on behalf of the Customer will be delivered on time and to the correct address the delivery will be paid for by the Customer and will be at the Customers' own risk.