

## TERMS AND CONDITIONS OF BUSINESS – SALES

### 1. SIGNIFICANCE OF TERMS

1.1 These Terms and Conditions of Business "Terms and Conditions" shall apply to contractual arrangements and dealings between SBR Design Consultants Limited ("the Company") and any other party with whom the Company contracts to supply goods or services ("the Client").  
1.2 All services to be provided and all goods to be supplied by the Company to or for the benefit of the Client are collectively called "the Project". All such services are individually called "the Services" and all such goods are individually called "the Goods". The "Estimate" is the estimate of fees payable in respect of the Project. The Estimate may be overlaid or a separate document which appends these Terms and Conditions.

### 2. PREVALENCE OF THESE TERMS AND CONDITIONS

2.1 These Terms and Conditions will apply to this and all future dealings (this, other current and future Projects) with the Client until superseded by new terms and conditions either provided by the Company, or agreed between the Company and the Client and signed by a Director of the Company. Any variation of these Terms and Conditions for a particular Project agreed by a Director of the Company in writing shall apply only to that Project and not to all future dealings unless otherwise stated in the written variation.  
2.2 These Terms and Conditions supersede any terms and conditions appearing in the Client's documentation (if any) and override and exclude any other terms and conditions stipulated or incorporated or referred to by the Client, whether in any negotiations or in any course of dealing established between the Client and the Company except as provided for in Clause (2.1) above.  
2.3 These Terms and Conditions shall prevail over the Client's standard terms of contract in all cases and circumstances whatsoever (unless otherwise provided herein) and any term in the Client's standard terms of contract to contrary or inconsistent effect to these Conditions shall have no force or effect whatsoever.  
2.4 These Terms and Conditions and Estimate (if any) constitute the entire understanding between the Client and the Company regarding the Project and the Client acknowledges that there are no representations outside the Estimate. The Company accepts no responsibility for effecting any modifications to the specifications of a Project as contained in the Estimate unless written instruction is received from the Client.

### 3. FEES AND PAYMENT

3.1 The fees payable shall be all amounts charged in respect of the Project and shall be as contained in the Company's Estimate, if any, as accepted fully or in part by the Client (such acceptance being oral, written or implied).  
3.2 The Company may at any time after acceptance of the Estimate require the Client to pay in advance a sum on account of and in respect of fees to be charged by the Company and each such payment shall be treated as a deposit which shall not be returnable to the Client to the extent that such fees and services have been supplied.  
3.3 The Company shall be entitled.  
3.3.1 to charge additional fees beyond those contained in the Estimate in respect of any Goods or Services which it may provide at the request of the Client beyond those which were specified in the Estimate such additional fees to be calculated according to the Company's standard rates from time to time in force.  
3.3.2 to increase its fees proportionally according to any increase which may arise after the date of the Estimate in the cost of goods or services relating to the Project supplied by any third party to the Company.  
3.3.3 to charge additional fees in respect of overtime worked by the Company's staff or its suppliers (outside their normal hours of business) in order to meet deadlines required by the Client and where such overtime has arisen due to delays caused by the Client or other reasons beyond the reasonable control of the Company or its suppliers.  
3.4 In the event that the Company shall incur substantial travel expenses and/or other disbursements in connection with the Project such expenses shall be reimbursed by the Client on demand.  
3.5 All invoices rendered by the Company shall be due and payable in pounds sterling in full either in accordance with the terms stated in the Company's Estimate or if not so specified when the invoices are so rendered and all fees and expenses will be payable in full without deduction, deferment, set off, counter claim, or any other withholding. In the event that payment shall not have been made within 14 days after the date of invoice there shall be due and payable by the Client interest thereon calculated at the rate of 1.5% per month computed from the date when payment shall have become due until the date of actual payment.  
3.6 The Client shall be obliged to pay Value Added Tax at the appropriate rate on the supply of all Goods and Services by the Company and in respect of costs and expenses which the Client shall be obliged to reimburse.  
3.7 All invoices issued by the Company are deemed to be correct unless the Company receives written notice to the contrary from the Client within fourteen days of the Client's receipt of the invoice concerned.  
3.8 The Client will pay all costs and expenses including without limitation, legal and other debt collection expenses incurred by the Company in recovering and attempting to recover all or any amounts due to the Company from the Client.  
3.9 The Client will be responsible for all delivery costs not specifically provided for in the Estimate for the Project.  
3.10 Fees in respect of any project undertaken in accordance with the Client's instruction, which are not the subject of an accepted estimate shall be charged according to the Company's standard rates from time to time in force.

### 4. PERFORMANCE

4.1 Suppliers and Other Sub-contractors – The Company shall be entitled to employ on the Project such suppliers, and may sub-contract to any third party the performance of any of its obligations to the Client, as may be necessary for the proper and timely completion of the Project.  
4.2 Agents – If the Client advises the Company (whether in writing or otherwise) that instructions are to be taken from a third party in respect of any aspect of the Project, the Company may properly treat that party as the Client's agent for those purposes and that the Client will be liable for all fees, costs and expenses that may be incurred in carrying out the Project in accordance with such instructions and these Terms and Conditions shall apply to the Company's dealings with such third parties accordingly.  
4.3 Design Brief – The full and proper briefing of the Company by the Client shall be the responsibility of the Client. The Company will be deemed to have discharged its responsibility in respect of the design element of the Project when it has provided design proposals which meet the Client's original brief and the Client will be charged for the cost of preparing any subsequent designs required by the Client.  
4.4 Copy and Proof-reading – It is essential that all copy is correct and has the Client's considered approval. Whilst every effort is made to ensure that copy is correct, the Client must proof-read and approve ("sign off") all copy and the setting thereof before final production commences. If the Client requires alterations once the copy has been proofed these subsequent amendments are "Authors Corrections" and a charge will be made to the Client in respect of any such amendments and related costs. Errors discovered during proof-reading that have been made by the Company or its suppliers in preparing the copy will be corrected at no charge to the Client.  
4.5 Approval to Print – When artwork is completed the Company will ask the Client for final specific approval in writing to give the "final sign off" to the artwork. This request must be given full care and attention as approval means that the Client has authorised the Company to proceed with production of any origination required to proof stage of printing.  
4.6 Author's Corrections – Any corrections requested by the Client after such "final sign off" are expensive to effect and possibly delay delivery of the finished items or increase the cost of production if the initial delivery date is still to be met. A charge will be made to the Client in respect of any such amendments and related costs.  
4.7 Printed Specimens – The Client agrees to supply to the Company for its own use with a reasonable quantity of printed specimens of all designs produced in undertaking the Project.

### 5. RISK, TITLE, RETENTION OF ARTWORK AND OTHER PROPERTY AND INFORMATION

5.1 Title in the Goods shall not pass to the Client until such time as the Client shall have paid all sums due to the Company in respect thereof and any amount due under any other contract that the Client has with the Company. Until title in such Goods passes the Client shall hold them as bailee for the Company, shall store them separately from all other property of the Client or any third party, marked so as to be clearly identifiable as belonging to the Company, shall keep them insured against all usual risks in their full invoice value and, if any of the events referred to in clause 10.1 occurs, the Company shall be entitled to enter upon any premises of the Client, or any other premises where such Goods are kept, for the purpose of removing them.  
5.2 Any artwork, property, information or plate created or used or intended to be used in connection with making artwork or design to be produced by the Company in undertaking the Project will remain the property of the Company.  
5.3 The Company will endeavour to retain all relevant artwork for a period of one year beginning on the date of completion of the Project in order that it be available for modification or re-printing. Unless specifically requested by the Client in writing such artwork may be destroyed after this period.  
5.4 The Client shall be responsible for the insurance against all risks of all Goods or property accepted by or held by the Company on behalf of the Client. The risk in all Goods passes to the Client at the time that delivery begins or if earlier when the Company notifies the Client that the Goods are ready for delivery or collection.

### 6. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights relating to the Project shall belong to and remain vested in the Company.  
6.2 The Client shall have full licence (provided all the Company's invoices have been paid by the Client) to reproduce all works contained within the Project of which the Company is the sole designer or author for the Client's own use but not otherwise.  
6.3 The Company does not have copyright of works of which the Company is not the sole designer or author (including, but without limitation, the copyright of illustrators or photographers the Company has employed on the Client's behalf), Copyright and any such design rights will usually vest in such illustrators or photographers or a person other than the Company. The Client will be responsible for the negotiation of relevant licence or fee with them should further reproduction be desired.  
6.4 The Client shall indemnify the Company against all costs which the Company may incur in protecting the intellectual property rights in the Project.  
6.5 The Client expressly warrants that none of any property, materials and information of any nature made available to the Company by the Client nor any Goods or Services to be supplied to the Client's own specification, pattern or design will in any way infringe or violate any trademark, patent, trade name or copyright or other right of any third party nor shall it offend any law, statute or regulation of any governmental or public authority of the United Kingdom (including, but not limited to, laws relating to obscenity, defamation and passing off) and the Client shall indemnify

the Company against all costs, claims, liability damage and other expenses incurred by the Company by reason of any breach by the Client of such warranty.

### 7. MORAL RIGHTS AND DESIGN CREDITS

7.1 The Company shall have the right to require the Client to give credit and recognition to the Company as designer or author as appropriate on all works the Company has produced in undertaking the Project in such form as the Company may reasonably require and the Client hereby agrees to submit to the Company for approval all such material before publication.  
7.2 Should the Client decide to use the Company's name in connection with material which someone other than the Company has altered from the Company's original design, permission in writing from the Company must be obtained in advance for such use. Any such aforementioned permission from the Company shall not be unreasonably withheld.  
7.3 Where the Company agrees to waive or in any other way relinquish any Moral Rights to which the Company is entitled, such waiver or forbearance shall only be effective if made by the Company in writing and signed by a Company director and all the Company's invoices have been paid in full by the Client.  
7.4 For the purposes of this Clause, "Moral Rights" means those rights which will accrue or have accrued to the Company by virtue of Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or any re-enactment or amendment of that Act.

### 8. CONFIDENTIAL INFORMATION

The Company and the Client shall each use their best endeavours to ensure that other than in the proper conduct of the Project their officers, employees, agents and subcontractors shall not disclose or use or exploit for any purpose whatsoever, any knowledge or information or any financial or trading information or relating to the other, received or obtained as a result of, or in connection with, the negotiation, entering into or execution of the Project. This restriction will continue to apply after the termination of the Project, howsoever caused, without limit in time, but will cease to apply to information which properly comes into the public domain through no fault of either party so restricted or as otherwise compelled by law to be disclosed.

### 9. LIABILITY

9.1 The Liability of the Company (except for death or personal injury) in respect of or arising out of these Terms and Conditions is limited to the amount of the fees paid by the Client under the Project, such amount to be determined by reference to the date on which any such liability first arises.  
9.2 The Company shall not be liable for any economic or consequential loss or damage howsoever arising out of any breach by the Company of its obligations to the Client whether by negligence of an employee of the Company or its suppliers or any other reason.  
9.3 The Company shall not be liable for any loss or damage suffered by the Client in the event that the Company shall have failed to complete any phase of the Project by any specified date.  
9.4 The Company shall not be liable for any loss or damage arising from any errors in any artwork or proofs which the Company shall have submitted to the Client and which are not corrected by the Client.  
9.5 The Company shall not be liable for any loss or damage suffered by the Client in respect of the Project if such loss or damage arises from oral instructions which are given to the Company by the Client or its agent and which are not confirmed in writing by the Client or its agent.  
9.6 The Company shall not be liable for any loss or damage suffered by the Client arising from errors or omissions in modifications effected at the Client's request to the specification of the Project as contained in the Estimate unless the request for modification was confirmed in writing by the Client.  
9.7 The Client will indemnify and keep indemnified the Company from and against any and all proceedings, claims, damages, losses, expenses or liabilities which the Company may incur or sustain as a direct or indirect result of or in connection with any information, representation, reports, data or material (including, but not limited to, press releases, articles, copy, scripts, artwork and detailed plans or programmes) supplied to the Company by the Client or the Client's employees, agents or subcontractors.  
9.8 Any property (including, but without limitation, any drawing, photographic material, design, artwork, computer disc or programme) made available by the Client to the Company for any purpose or in connection with the Project will be and at all times remain at the sole and entire risk of the Client, and the Company will not be subject to any liability for it.  
9.9 All Goods and property in transit to the Client, its agents or to a place of delivery or exhibition specified by the Client and thereafter whether in the hands of carriers arranged by the Company or the Client shall be at the Client's risk and the Company shall not be responsible for any loss or damage relating to such Goods or property. The risk in all Goods shall pass to the Client at the time when delivery commences or if earlier when the client is notified that the Goods are ready for delivery.  
9.10 The Company shall not be liable for the disclosure by its employees agents or sub-contractors of any confidential information relating to the Client unless such disclosure is wilful and for the benefit of the Company.  
9.11 The Client shall be responsible for satisfying itself, before using the Goods for any purpose or before parting with possession of the Goods, that they are fit for all purposes for which they are intended to be used. The Company shall not be liable for any loss arising either directly or indirectly from the Client's failure in this responsibility.

9.12 The Company shall only be liable for a claim in respect of any defect in the goods or in respect of any difference between the quantity or description of Goods delivered and the details stated on the delivery advice if the Company is notified of such difference within two days of the delivery or of such defect within seven days of delivery.

### 10. TERMINATION

10.1 The Company may summarily on written notice terminate this Contract in the event that the Client is in breach of any obligation to the Company or enters into voluntary or compulsory liquidation or makes any arrangement or composition with its creditors or suspends payment of some or all of its debts or fails to pay any amount due to the Company within 45 days of the Due Date or ceases or threatens to cease carrying on business or a winding-up petition is presented against the Client or a Receiver is appointed over any of the assets of the Client.  
10.2 Any such termination will be without prejudice to the rights and obligations of the parties accrued up to the date of termination (including, but not limited to, the Client's obligation that the Company be entitled to payment of all fees, costs and expenses incurred by the Company in connection with the Project up to the date of termination for any cause and also to payment in respect of any other liabilities the Company may have incurred on the Client's behalf up to the date of such termination). For the avoidance of doubt, the Client acknowledges that such fees, costs, expenses and liabilities will include those incurred during any notice period.

### 11. FORCE MAJEURE

11.1 If the Company shall be prevented from performing any obligation to the Client or from complying with instructions of the Client by circumstances outside the Company's reasonable control, including but not limited to, fires labour disputes (of its own or other employers) insurrection riots delays in transportation inability to obtain supplies the regulations of any civil or military authority, it shall at its option either be entitled to comply with those obligations or instructions as and when it is reasonably able to do so or to treat itself as wholly or partly released from all obligations or instructions so prevented and will not be under liability to the Client for any failure to perform those obligations and instructions.  
11.2 Fees accruing to the Company for all Goods ordered or obtained for the Client and Services rendered to the Client prior to the event of Force Majeure will be payable in full by the Client should the Company be prevented from completing the Project.

### 12. DEFAULT

The Company shall be entitled to decline to perform any obligations to the Client during such time as the Client may be in default of its obligations to the Company.

### 13. VARIATION, WAIVER AND REPRESENTATION

13.1 No variation, alteration or waiver of these Terms and Conditions shall be of any effect unless made in writing and signed by a director of the Company. The Company is not bound by any warranty or representation other than as contained in these Terms and Conditions.

13.2 No forbearance or indulgence by the Company shown or granted to a Client, whether in respect of these Terms and Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Client or to be taken as a waiver of any of these Terms and Conditions.

### 14. NOTICES

14.1 Any written notice or other communication required to be in writing under these Terms and Conditions may be sent by first class post or facsimile and in the case of a notice by the Company may be addressed to the Client at its last known or usual address and in the case of a notice by the Client may be addressed to the Company at its registered office.

14.2 Any such notice sent by post shall be deemed to have been duly served in the ordinary course of post and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted. Notices served by telefax shall be deemed served at the time the sender's telefax machine obtains acknowledgement of receipt from the recipient's telefax machine.

### 15. SEVERANCE ILLEGALITY & INVALIDITY

Each clause and sub-clause of these Terms and Conditions is separable and distinct and if at any time one or more clauses or sub-clauses becomes or is held by any competent court or authority to be invalid illegal or unenforceable in any respect, then such clauses and sub-clauses will to the extent of such invalidity, illegality or unenforceability be deleted from these Terms and Conditions and the validity and enforceability of the remainder of these Terms and Conditions will not be affected.

### 16. INTERPRETATION

References to any gender include every gender and references to the singular include the plural and vice versa, and headings to the Clauses of these Terms and Conditions are inserted for ease of reference only and will not affect their interpretation.

### 17. GOVERNING LAW

The Contract between the Company and the Client shall in all respects be governed by the Law of England and the parties submit to the jurisdiction of the English Courts.