

MPS & BBI INTERNATIONAL LIMITED (THE COMPANY)

1. INTRODUCTORY

Unless and until these terms and conditions ("these conditions") are superseded by any other terms of MPS & BBI International Limited ("the Company") or are varied by agreement in writing signed by a director on behalf of the Company, these conditions shall apply to all contracts entered into by the Company. No terms, conditions or warranties shall be incorporated by implication.

2. PRICES

- a) Unless a written quotation has been issued by the Company confirming prices, the prices stated in any Company literature or estimates are subject to alteration without notice.
- b) Estimates are based on the current costs of production and are subject to amendment by the Company on, or at any time after, acceptance to meet any rise or fall in such costs. Quotations are valid for seven days, unless otherwise specified in writing.

3. PRELIMINARY WORK

Work carried out whether experimentally or otherwise at the Client's request will be charged to the Client.

4. WWW & INTERNET WORK

Work will only be commenced on receipt of client authorised quotation, agreement or proposal.

5. PROOFS AND ARTWORKS

Proofs/artworks 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/artworks so submitted.

6. DELIVERY

- a) Cost - Delivery charges are not included in the listed or quoted prices unless, and except where, specifically indicated.
- b) Claims for Non-delivery of the whole or part of a consignment must be advised to the Company and carrier in writing within three days of the agreed delivery date. Unless these conditions are observed the goods shall be deemed to have been delivered in accordance with instructions.
- c) Claims for Damage or Short Delivery - deliveries will be accompanied by a Delivery Note. a signature is required on a copy of the delivery note confirming delivery. Goods should be examined upon arrival. If full examination is not possible at the time of delivery the acceptance signature must be qualified by a note such as 'Contents not checked'. Any loss, shortage or damage must be advised to the Company in writing within three days otherwise responsibility cannot be accepted for damage, non or short delivery. Packages and/or goods which are the subject of any claim must be kept for inspection by the Company or whoever is nominated by the Company.

7. VAT

The Company shall be entitled to charge the amount of any Value Added Tax payable whether or not included in the literature quotation or invoice.

8. INVOICES

The Company may invoice the client for work in the month prior or during the commencement subject to the terms of the signed agreement / quotation.

9. PAYMENT OF FEES AND RETENTION OF TITLE

- a) Payment shall be within 28 days following the date of the invoice. If the invoice is not paid by the said date for payment interest at the rate of 11/2% per calendar month shall be paid by the Client as from the said date for payment on all sums owing to the Company under the invoice.
- b) should expedited delivery be agreed an additional charge may be payable to cover any overtime or other extra costs incurred.
- c) should work be suspended at the request of, or delayed through any default of, the Client for a period of 28 days the Company shall then be entitled to payment for work already carried out, for materials specially ordered and any other additional costs including storage and time.
- d) Until the contract price for all goods supplied by the Company to the Client has been paid or satisfied in full and unconditionally:
- e) all title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of the same and the passing of the risk therein)
- f) the Company may at any time recover and re-sell the goods (if in the Client's possession or under its control) if the Client shall default in the due and punctual payment of any sums due to the Company for goods supplied or if any of the events specified in clause 18 of these conditions shall occur, for the purposes of exercising its rights under this sub clause, the Company, its servants or agents together with all necessary and appropriate transport shall be entitled to free and unrestricted entry upon the Client's premises and/or all other locations where the goods are situated
- g) the client shall possess the goods as bailee of the Company and if the Company so requires shall store the goods in a proper manner without charge to the Company, ensure that they are clearly identified as belonging to the Company, and give the Company's representative access to examine the goods at any time during normal business hours
- h) the Purchaser is authorised to sell the goods in the ordinary course of its business for the account of the Company and to pass good title in the goods to its customers being bona fide purchasers for value without notice of the Company's rights but the Client's right of re-sale shall automatically cease upon default being made by the Client in the payment of any sums due to the Company as aforesaid or upon the occurrence of any of the events specified in clause 18 of these conditions
- i) upon re-sale of the goods by the Client the proceeds of sale thereof shall be held by the Client in trust for the Company but the Client shall be entitled to retain for itself there from any excess over the amount then outstanding in respect of goods supplied to the Client. In addition, the Company shall be entitled to recover directly from the Client any such sale proceeds unpaid by such Client provided that the Company shall return to the Client any monies recovered in excess of the amount then owed by the Client to the Company
- j) nothing in this clause shall entitle the Client to return the goods or to delay payment or authorise the Client to give, or make, any representation or warranty to any third party in relation to the goods which shall be binding on the Company unless the Company shall have authorised the Client so to do in writing
- k) the rights and remedies conferred upon the Company by this clause are in addition to, and shall not in any way prejudice, limit or restrict, any other rights or remedies of the Company under the contract.

10. CLIENT'S PROPERTY

Client's property (such as artwork, computer discs and photographs) when supplied will be held entirely at the Client's risk as regards fire, theft and other unforeseen damage. Every care will be taken to get the best results where materials are supplied by the Client but responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of, materials supplied by the Client.

11. TYPE FACES

Unless otherwise stated and/or agreed prices and delivery dates are based on using the Company's nearest type face.

12. WARRANTY (Of give aways, equipment rental, incentive offers etc)

The Company warrants to the Client that the goods are free from defect in material and workmanship under normal and proper use and service. The warranty covers repairs or replacement of parts only for the period as suggested by the individual manufacturer. Notice of any defect must be promptly given by the Client to the company and the defective part returned to the Company (with transportation charges prepaid) and the Company's examination must find such part to have been defective or this warranty will be of no effect. This warranty does not apply in respect of damage caused by overloading or other misuse, neglect, or accident, or if the goods or any accessory or attachment thereof have been repaired or altered other than by the Company or its authorised representative, in any way which in the sole judgement of the Company affects performance or purpose for which it was manufactured.

13. CONSEQUENTIAL LOSS

The Company shall not in any circumstances be liable to the Client in respect of any consequential or indirect loss or damage (including loss of profit) which the Client may suffer by reason of any default of the Company.

14. COPYRIGHT AND ILLEGAL MATTER

The Company may at its discretion decline, and if so shall not be obliged, to print or film any matter which in its 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 Company shall be indemnified by the Client in respect of all and any claims, damages, costs and expenses (including legal costs) arising out of any libellous or illegal matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed or filmed for the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

15. Unless otherwise agreed by the Company in writing the copyright, design right or any other similar right as the Company might secure in all work designed, prepared, created, commissioned or otherwise acquired by the Company (including without prejudice to the generality of the foregoing all designs, visuals, negatives, artwork, copy, blueprints, illustrations, drawings, models and prototypes) shall vest in the Company alone absolutely throughout the world for the full term of such right and all renewals and extensions thereof.

16. FORCE MAJEURE AND RISK

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, lockout, strike or other action taken by employees in contemplation or furthermore 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 be given written notice by the Company to elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.

17. The risk in all goods sold by the Company shall, unless otherwise agreed in writing, pass to the Client at the time of delivery or attempted delivery by the Company.

18. TERMINATION

Without prejudice to any other right or remedy of the Company it shall be entitled by giving written notice to the Client to determine the contract if the Client enters into compulsory or voluntary liquidation or commits an act of bankruptcy or has a receiving order in bankruptcy made against the Client or makes any arrangement or composition with the Client's creditors or if a winding-up petition is presented against the Client or a Receiver is appointed over or an encumbrancer takes possession of any of the Client's assets or an administration order is made in relation to the Client or if any execution or other process shall be levied or enforced against any of the Client's assets or if the Client shall cease or threaten to cease to carry on business or if the Client takes or suffers any similar action in any jurisdiction outside England and Wales. The termination of the contract for any reason shall not operate to affect those provisions of these conditions which in accordance with their terms are expressed to operate or have effect thereafter.

19. RETAINED SERVICES

Where the Company has been retained on a fee basis for a fixed period ("the term"), payment of the Company's fee will (unless otherwise agreed by the Company in writing) be made quarterly in advance throughout the term. Termination of the contract may be made by three months' notice in writing by either party to expire at any time, but where the Client terminates the contract before the expiration of the term by effluxion of time the agreed retained services fees for the full period of the term will remain payable by the Client as if the contract has not been so terminated and had endured for the full period of the term.

20. LAW

These conditions and all other express terms of the contract (if any) shall be governed by and construed in accordance with the laws of England and the Client and the Company submit to the non-exclusive jurisdiction of the English Courts.