

SW1 Ltd

General Terms of Business

1. DEFINITIONS The following terms and conditions relate to the agreement between SW1 Ltd ('the Company') including any other person or company acting as UK representative or lawful agent of the Company and you as our customer ('the Customer') which refers to the person, business or company from whom orders for work are received.

2. PRICES All work received from the Customer by the Company including preliminary work before agreeing to place a firm order will be on basis of our current production for the time being plus Value Added Tax (VAT), other taxes, duties, royalties, relevant to the work done.

3. ESTIMATES A) Where an estimate has been given to you for charges on a particular order the Company reserves the right to adjust the price at the current rate for any amendments made directly or otherwise by you unless otherwise agreed. Any estimate is made on the basis that you are liable for any increase incurred on your behalf. Where work is approved by you and subsequent adjustments made you will be charged at the current rate at which the work is carried out. **B)** It is your sole responsibility to: **(i)** request an estimate before placing an order; **(ii)** confirm any price before placing an order and to eliminate any doubts you may have over the accuracy of any price before placing an order (including prices printed in any literature or published electronically) **C)** If however a price has not been expressly agreed at or before the time an order is placed we shall charge you in accordance with our normal pricing structure and you shall not subsequently dispute the price charged.

4. CREDIT LIMIT If the credit limit is agreed prior to or at the time an order is being placed we will do the work up to that agreed limit provided that the payment is made within 28 days of the limit being breached but no further work will be carried out or delivered from us or our suppliers without payment of all sums being due.

5. DEPOSIT The Company reserve the right to request a deposit up to 50% of costs and expenses being incurred on your behalf.

6. INTEREST A) The company reserves the right to charge interest; **B)** Accounts shall be settled within 30 days. Interest will be charged on bills that are not paid after 28 days at 15% p.a. or at 8% p.a. above the base rate for the time being of Barclays Bank plc, whichever is the higher.

7. PAYMENT TERMS, LATE PAYMENT INTEREST A) The Customer must: **(i)** pay all sums due to the Company on demand or otherwise; **(ii)** not exceed any credit limit that we may apply to your account from time to time; **(iii)** make regular progress or stage payments on any order that takes longer than 28 days to complete; **B)** Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off.

8. GENERAL CONDITIONS - LIABILITY A) The Company liability to you is limited to any cost of such work that we invoice; **B)** The Company shall not be liable to the Customer to any delay or failure on its part which is due to any cause beyond the Company's reasonable control (which shall include industrial action or trade disputes involving the Company's employees and its suppliers). **C)** Where instructions are received from a Customer who is a company director or shareholder who holds, or with their partner, holds shares, it is agreed that, in the event of insolvency or company voluntary arrangement, you will personally indemnify the Company for sums due including outstanding costs and disbursements and VAT incurred. **Intellectual property - Copyright, working materials and customer's property D)** The Company shall: **(i)** exclusively own the copyright in any artwork produced by us, including the copyright in the way in which a work is presented or designed and in the content material in any work where that content has been created by us (this excludes artwork created by you where we merely make amendments to that artwork at your request and where those amendments or alterations are slight or incidental in nature and do not change the substance of the original design); **(ii)** exclusively own all working materials (files, disks, papers, bromides, plates etc.) used to create or maintain work which we have undertaken for you; and **(iii)** unconditionally license you to use, reproduce or reprint a design or work which we have undertaken for you and for which we own the copyright. **E)** The Company shall not: **(i)** own the copyright in the content of any material not created by us; **(ii)** own the copyright in any proprietary logos, text, illustrations or photographs supplied to us by yourselves or other third-party copyright holders; **(iii)** be obliged at any time to give our working materials (files, disks, papers, bromides, plates etc. or a copy of them to you; and **(iv)** be liable for the loss of any data held by the company on behalf of the Customer. **Artwork format F)** The Company cannot be held responsible for: **(i)** incorrect translation of IBM format PC files. Accepted file formats: Quark, Xpress, Photoshop, Indesign, Illustrator, Word, eps, tiff, pdf, or jpeg files; **(ii)** exact matching of logos, namestyles or typefaces unless we are supplied with the item in digital form with associated colour reference and fonts; and **(iii)** advertisement files or artwork sent accidentally as low resolution. **Cancellation of orders G)** If you cancel an order after we have commenced work on it, you shall be charged the full order value or such lower amount as we may (in our sole discretion) determine. **Notice D)** It is agreed that you will notify us in writing of any change of address (including email address) or of telephone/ fax numbers; and, unless this occurs, you will be deemed to have received any post, including formal papers from any court or tribunal, emails, or answer phone / fax messages, whether or not you respond.

9. OWNERSHIP A) The Company shall have a general lien on all goods or documents relating to goods for all sums due at any time the Customer or Owner shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the Customer. **B)** The Company may at any time prior to payment in full being made require the Customer to deliver up all such goods to the Company.

10. DELIVERY A) Notification of damage, deviation, mis-delivery must be made within 1 day of delivery. **B)** When the goods are accepted or dealt with upon instructions from the Customer any charges or other expenses from the consignee or other person the Customer shall remain wholly responsible if they are not paid by such consignee or other person immediately when due.

11. THE COMPANY AS FORWARD AGENT The Company shall not be liable to the Customer or owner for loss or damage arising from any non-compliance or miscompliance with the Customer's or owner's instructions or for any failure to perform whether wholly or in part their obligations (whether such obligations arise in contract or otherwise) unless the same is due to the negligence of the Company or its own servants unless agreed otherwise by the Company prior in writing.

12. THIRD PARTY EXCLUSION A person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant of that Act. We accept no responsibility to third parties for any aspect of our services or work that is made available to them.

JURISDICTION AND APPLICABLE LAW

13. These Conditions and any act or contract to which they apply shall be governed by English law.

14. It is acknowledged that I/we have read these Terms and Conditions and confirm that I/we have authority.

15. It is acknowledged that I accept these Terms & Conditions when ordering any services from the Company