

**Terms and Conditions of Business
Between Volaire and Customers**

2008

voilaire ltd

Important

All business is conducted and orders are accepted subject to the Terms and Conditions of Business set out below. They contain certain matters effecting rights and liabilities and all customers (or clients) are advised to read them.

Interpretation

In these Terms and Conditions 'the Company' means Volaire Ltd Ltd Registered Number 2704746 and 'the Customer' means the party or client to whom the goods or services are supplied by the Company. Headings are included for reference only and shall not affect the construction of these Terms and Conditions.

Terms

These Terms and Conditions shall govern each transaction made by the Customer with the Company and shall supersede any previously published terms and conditions of business and shall override any terms and conditions stipulated, incorporated or referred to by the Customer in its order or negotiations (unless otherwise expressly agreed in writing by a Director of the Company).

Quotations

All estimate / quotations given by the Company are valid for a period of 30 days only from date of such quotation (verbal or written). If the customers' order instructions differ from the specification understood by Volaire Ltd when the quotation was given, the Company reserves the right to alter the price and/or terms of any quotations previously given.

Estimate

Where the Company has been asked to estimate likely costs for service/s or item/s and exact costs are difficult to confirm, then all figures given will be only estimates. The Company wishes to stress that all figures given are 'estimates' and may differ during the project. Any differences to be provided to the Customer as soon as is practical. Estimates are valid for a period of 30 days from date of issue.

Orders or Purchase Orders

Orders should be accompanied by an official order or written instructions signed by a duly authorised person of the customer. Orders should contain a reasonable description of the service requested and the price and terms of payment. Verbal or e-mail instructions (any instruction without the support of an authorised Purchase Order) are accepted only on the understanding that the Company cannot be held responsible for mistakes arising therefrom. The Company shall be entitled to subcontract any service it agrees to perform for any Customer, however the Company remains responsible for delivery and quality of goods/services supplied.

Cancellation of Order

In the event of cancellation of order the Company shall be entitled to charge the full costs and related profit incurred or irretrievably committed up to date of cancellation. Cancellation by the customer must be in writing.

Colour Matching

Owing to the limitations in sensitivity of different photographic colour emulsions, paper surfaces, screen images, or printing inks, it is difficult always to reproduce all colours accurately. Unless exact colour guides for use with each medium utilised are supplied, colour reproduction will be at the Company's discretion but always best effort.

Ownership and Copyright

The ownership of and Copyright in material submitted to the Company for processing remains with the Customer or original owner. Designs, concepts, Intellectual property (IP) and artworks produced by the Company for and on behalf of the Customer remain the sole Copyright / IP of the Company. Transfer of Ownership of all goods and services is made ONLY after full payment is received by the Company. The usage by the Customer of any designs, concepts or artworks owned or supplied by the Company is by agreed fee (supplied as estimate or quotation) only and not transferable to any third party without the written consent of a Director of the Company.

Third Party Materials – refer to Appendix E

Photography, illustration or other contracted third party creative services or 'material' remain the Copyright of the third party supplier or as agreed by the third party supplier and the Company. Payment of agreed fees and costs allows licensed and limited use of but **does not transfer Copyright, IP or ownership of designs, concepts or artworks** of third party creative services. Additional or extended usage of licensed material or transfer of ownership of designs, concepts or artworks or third party creative services **outside of initial licensed contract** will not be unreasonably withheld from the Customer by the Company on agreement or market-led fees.

The Company manages third party owned material using the Appendix E forms which identify and track usage of third party owned materials used by the Company from time to time. The Customer agrees to accept and apply this system unless a suitably mutually agreeable replacement can be signed for by a Director of the Company.

The Customer accepts sole responsibility for any claim of Copyright, ownership or IP infringement brought by the Company or a third party against the Customer's use of Company owned or third party material outside of the described usage stated on estimates or invoices (being a legitimate, license to use and therefore charged for by the Company) and agrees to indemnify the Company for any losses or expenses it suffers (including legal costs) in relation to any such license or copyright breach or upheld claim/s.

Accounts

Approved credit accounts are subject to settlement in full, strictly **thirty days net from receipt of invoice**.

New accounts are opened subject to the provision of two trade references acceptable to the Company and a bank reference. The Company reserves the right to charge interest before as well as after judgement at the rate of 4% per annum over the National Westminster base lending rate from time to time for late settlement of accounts.

Guarantee and Exclusion of Company's Liability

Whilst all reasonable effort is made to ensure that the materials used are of the highest quality, the Company cannot be held responsible for the breakdown of these materials following printing, third party software and processing. Claims for faulty goods should be made in writing within 48 hours of collection by the Customer or delivery by the Company or its agents, by returning all the goods in question with a copy of the written order.

Materials

Whilst every care is taken in handling Customer's originals, artwork, sample goods, software disks and files or other materials of any description ('the Materials') the Company accepts the Materials on the understanding that the Company's liability (if any) for Materials which are lost, stolen, damaged or destroyed whether as a result of the negligence of the Company, its servants, agents or subcontractors or otherwise howsoever is limited to the replacement cost of the Materials unless a Director of the Company at the time of order agrees in writing to accept higher liability at a higher price to be negotiated.

Insurance

The Company maintains professional indemnity insurance of five million pounds sterling (£5 million) and public liability insurance of five million pounds sterling (£5 million).

The Company advises the Customer to insure the Materials for their full value against all risks, loss or damage.

Notwithstanding the above, the Customer may instruct the Company in writing and provide all such information required to enable the Company to effect the necessary insurance of the Materials while in its possession. This should be done at the time of submitting the order and the acceptance of the Materials shall be agreed in writing with the Customer by a Director of the Company once the insurance premium has been agreed and paid.

Consequential Loss/Failure to Perform

No liability is accepted for consequential loss or damages including (but not limited to) loss of profits, income or revenue howsoever caused. Notwithstanding obligations applicable under public liability.

1. Delivery

Delivery instructions accepted by the Company will be adhered to as closely as possible but no responsibility can be accepted for delays by the Company or its subcontractors. Customer should refer to 'CDTCD/6/98/ revised 2005'.

2. Storage

The Company from time to time may store materials, goods or product for the customer. A charge will/may be levied for storage services and any insurance or delivery/ carriage/good movement services involved.

3. Contract

These Terms and Conditions together with the estimate or quotation constitute the entirety of the contract between the Company and the Customer. No variations of or additions to the same shall be of any legal effect and no employee or agent of the Company is authorised to make any representation binding upon the Company unless such variation or addition is made in writing and signed by a Director of the Company.

4. Force Majeure

The Company shall not be liable for any failure to perform the contract due or principally due to any circumstances beyond its control including but not limited to inability to secure labour, materials, supplies or transport, scarcity of fuel, power or components, software virus or computer failure, breakdowns in machinery, fire, storm, flood or Act of God, war, civil disturbance, subcontractor bankruptcy, strikes, lock-outs and industrial action in whatsoever form.

5. Data Protection

The Company acknowledges and trades within the Data Protection Act 2000. Data supplied to it must have been collected and managed by the Customer as stated in and remain inside the terms of the Data Protection Act and the Customer will indemnify the Company against any claim or dispute arising from a breach in the law from use of data or software supplied to it by the Customer or its agents or its subcontractors.

6. Governing Laws

These Terms and Conditions and any questions, disputes or other matters relating to them shall be governed by and determined in accordance with the laws of England. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Terms and Conditions of Business 2008