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1. **Foreword** In these conditions the Company means LUXmedia Limited. The Client means the person or company who accepts a written quotation from the Company for contracted services.
2. **Service** The Company shall use all reasonable endeavours to supply the best possible service using its resources and facilities to best possible effect within any agreed time or budget.
3. **Quotation Process** Every effort will be made to obtain firm quotations or reasonable estimates from suppliers. The Company reserves the right to vary or withdraw any estimate without prior notice.
4. **Charges** The Company shall charge such costs, charges and expenses as may be agreed in order to complete the contract. Unless otherwise stated, all such charges are exclusive of VAT.
5. **Additional Charges** The Company reserves the right to make additional charges incurred as a result of:
 - i) Changes and additions ordered by the Client after the acceptance of the Company quotation, proposal and schedule
 - ii) Increases in the costs of materials, equipment or other services necessary for the completion of the contract. Any such charges will be advised to the Client either in writing or such other form as appropriate and agreed between the parties.
6. **Payments & Interest** Payment shall be made in accordance with the Company's prescribed terms. On confirmation and acceptance of the Company's quotation, the Company will issue a payment schedule linked to deposits / balances that the Company will be required to make to appointed suppliers. Deposits / balances required under the above schedule shall be payable on the due date notwithstanding the Company's normal payment terms. The Company cannot guarantee performance of the Contract should payment not be received on the specified due date. Payment is defined as "cleared funds". The Company reserves the right to charge interest on sums overdue on a day-to-day basis from the date such payment was due to the date of actual payment (both days inclusive) at the rate of 8% above the base rate of BARCLAYS. Interest shall be paid on demand.
7. **Cancellations** In the event of cancellation by the Client, the Client shall pay a cancellation charge to take account of the chargeable value of time and expenses incurred including any cancellation charges levied by third party suppliers. Once a booking is confirmed with the Company, the Company is under obligation to the Client to supply the agreed services. If for any reason the Client cancels a booking or reduces the number of participants, the Client will be liable to forfeit any deposit and pay a cancellation fee. Cancellation schedule: over 30 days notice = deposit amount agreed in confirmation. 15-30 days notice = 75% of total contracted cost. Less than 15 days = 100% of total contracted cost. If the Client changes the original date to another date, a charge will be levied to cover the cost of administration and any loss of profits incurred by the Company.
8. **Integrity** Proposals may contain confidential information provided by the Client. The Company agrees not to convey such information to any third party. Similarly, the Company's proposal may contain concepts, notions and designs specifically prepared for the Client. The Client undertakes not to disclose or use contents or parts thereof except with the prior written approval of the Company.
9. **Equipment Use** In the event that equipment is left with the Client without a trained technician and the Client is dissatisfied in any way it is the Client's responsibility to inform the Company within the first hour that the equipment is deemed to be on hire. Failure to do so deems the Client liable for the full cost of the equipment. It is the Company's intention to replace equipment at the earliest opportunity in order that the Client is not inconvenienced.
10. **Exchange Rates** Rates of exchange used for costing purposes in proposals will be clearly detailed. Exchange rates used for the purpose of final invoicing / reconciliation will be those at which payments were made to appointed suppliers and are therefore subject to fluctuation.
11. **Commitment** The Company is committed to achieving a high standard of quality and as such is perpetually looking to enhance the service that it offers. The Company strives continually to build long-term business relationships with its clients.
12. **The English Law & Courts** Any contract resulting from a proposal submitted by the Company will incorporate these terms and conditions to the exclusion of any terms and conditions of the Client and be governed by English law and subject to the exclusive jurisdiction of the English courts.
13. **Contracts** The Company shall not be liable for its failure to fulfil any of its contractual obligations if such is caused by reasons beyond its control.
14. **Price Variation** Estimates are based on the designer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
15. **Tax** Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
16. **Preliminary work** All work carried out, whether experimentally or otherwise, at a customer's request shall be charged
17. **Copy** A Charge may be made to cover any additional work involved where copy supplied is not clear and legible.
18. **Proofs** Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style or layout is left to the designer's judgement, changes therefrom made by the customers shall be charged extra.

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19. Delivery and payment:
(a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.
(b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
(c) Should expedited delivery be agreed an extra may be charge to cover any overtime or any other additional costs involved.
(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the designer shall then be entitled to payment for work already carried out, materials specially ordered and other costs including storage.
20. Claims Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of the delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the designer within 28 days of delivery. The designer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
21. Liability The company shall not be liable for any loss to the customer arising from delay in transit not caused by the third party printers.
22. Insolvency If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.
23. Illegal matter:
(a) The company shall not be required to design any matter, which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.
(b) The company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or an infringement of copyright, patent, and design or of any other proprietary or personal rights contained in any material designed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
24. Force majeure The company shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance 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 customer may be written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject there to shall otherwise accept delivery when available.
25. Law These conditions and all other express terms of the contact shall be governed and construed in accordance with the laws of England.
26. 3rd Party Requirements i.e. print/banners/promotional merchandise, or any other such items to be paid = Net 14 days and adhere to 3rd parties terms & conditions.

All prices are exclusive of VAT