

TERMS & CONDITIONS FOR SUPPLY OF SERVICES

FORMATION OF CONTRACT

The contract between the Supplier (Graphic Engineering) and the Client comprises the Confirmation of Order ('Order') signed by the Supplier and these Terms & Conditions. Any other terms proposed by the Client are excluded.

PRICE, PAYMENT & VARIATIONS

All Services must be paid for in full before completion. Payment is due within 30 days of the date of each invoice unless other terms are set out in the Order.

Where the Services include supply of materials or labour, the Supplier may vary the agreed price to take account of any increased costs.

If the Supplier accepts a request to vary the Services the price and times in the Order will be adjusted by the Supplier as appropriate and the changes notified to the Client. The Supplier may decline to carry out any requested variation.

The Supplier reserves the right to charge interest on any overdue payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

Also, the Supplier will be entitled to cancel the Order and/or suspend the Services if any payment is not made on the due date by the Client.

DURATION

Dates for commencement and completion of the Services given by the Supplier are given in good faith but, unless stated in the Order, dates are not guaranteed and the Supplier will not be liable for any delay in commencement or completion of the Services.

Where the Services include installation or other work at premises owned or designated by the Client, the Supplier will give not less than 24 hours notice of the date when the Supplier requires access. The Client will provide access on the specified dates and any facilities (power, water, etc.) as reasonably required by the Supplier.

Where appropriate the Supplier will notify the Client when the Services are ready for inspection before completion. The Supplier will give due consideration to comments received from the Client before confirming the completion date.

PROPERTY AND RISK

When the Services include the supply of goods or materials, the risk of loss or damage passes to the Client upon completion but, where Services are performed on the Client's premises, the risk of loss or damage to goods and materials, except when caused by the Supplier, rests with the Client who should insure the risks at his expense. Ownership in the goods and materials will remain with the Supplier until payment in full of all

LAW & DISPUTES

The contract between Supplier and Client is governed by English law.

Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.

amounts due from the Client have been received by the Supplier.

WARRANTY & LIABILITY

The Supplier will exercise reasonable skill and care in the supply of the Services.

Any defect must be notified promptly and in any event within 7 days of the Client becoming aware of the defect. When the Supplier accepts that the defect is the Supplier's responsibility, the Supplier will have the option to remedy the defective Services (when this is feasible). Under no circumstances will the Supplier's liability to the Client exceed a sum equal to the total price payable for the relevant Services nor will it extend to any loss of business or profit or any indirect loss incurred by the Client.

Where the Services include the supply of goods or materials, the warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Client to adhere to the Supplier's recommendations; or to materials or goods included in the Services which have not been manufactured by the Supplier.

All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by the Supplier in these Conditions.

FORCE MAJEURE

The Supplier will not have any liability to the Client if prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Supplier reserves the right to cancel or suspend the Services.

INTELLECTUAL PROPERTY

All designs and other intellectual property rights in Services are and will remain the sole property of the Supplier. Under no circumstances will the Client copy or make use of any of the Supplier's intellectual property rights.

CLIENT DEFAULT

If the Client (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, the Supplier shall be entitled to end the contract and recover all the Supplier's costs and losses including loss of profit up to the termination date