

## CONDITIONS OF ACCEPTANCE

This estimate constitutes an offer capable of acceptance. The contract thereby created shall be governed by and be deemed to include the terms and conditions below. Wherever it appears in these terms and conditions, the word "Company" shall mean LEEMING and the word "Customer" shall mean the customer or client of LEEMING. The acceptance shall not seek to impose any fresh terms and conditions, and any such, if at variance with the terms and conditions hereof, shall be deemed to be of no effect. Unless otherwise agreed, all dealings between the parties after the date hereof shall be governed by the terms and conditions contained below. In the terms and conditions set out below, the term "advertising" shall be deemed to include any project, service or assignment commissioned by the Customer. Unless otherwise agreed in writing, the terms and conditions of this agreement shall apply to any order placed by the client. In the event of any inconsistency between these terms and those passing between the parties, these terms shall prevail. No variation of the terms and conditions shall be allowed unless expressly accepted in writing.

### TERMS AND CONDITIONS

#### Variations in price

Estimates are based on the 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.

#### Variations in quantity

Every endeavour will be made by the Company to deliver the correct quantity of goods ordered, but quotations are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage, the same to be charged or deducted.

#### Value Added Tax

All estimates are exclusive of VAT unless otherwise stated. The Company reserve the right to change the amount of Value Added Tax payable.

#### Preliminary work

All work, whether experimental or otherwise, carried out by the Company at the Customer's request, shall be chargeable.

#### Copy

A charge may be made by the Company to cover any additional work involved where copy supplied is not clear and legible.

#### Artwork and proofs

Artwork and proofs of all work will be submitted for the Customer's approval and the Company shall incur no liability for any errors not marked for correction by the Customer in artwork or proofs so submitted. The Customer's alterations necessitating additional artwork, typesetting, photography or proofs shall be charged extra. When style, type or layout is left to the Company's judgement, changes subsequently made by the Customer shall be charged extra.

#### Property, risk, delivery and payment

The Customer shall accept delivery of the goods either to the Customer's own premises or as specified by the Customer when tendered by the Company and thereupon the risk in the goods shall pass to the Customer and payment to the Company be due. Unless otherwise agreed the price estimated therein does not include delivery of the goods to a different address or expedited delivery. Ownership of the goods shall not pass to the Customer until payment has been made in full for the goods supplied under this contract.

#### Suspension of work

Should work be suspended by the Company at the Customer's request for a period of 30 days, the Company shall thereupon be entitled to payment for work already carried out, materials specifically ordered and for other costs, including storage, properly incurred by the Company in the performance of the Contract.

#### Delivery

Unless the goods are collected by the Customer's own transport the Company will notify the Customer of the despatch of the goods to the Customer as required by the Customer, and will give particulars of the Carrier. The Company shall have no liability for loss of, or for damage or delay to goods in transit, but should be notified of any such loss, damage or delay within 28 days of the date of despatch of the goods.

#### Limitation of agency liability

The Company shall not be liable for any delay in, or omission of, publication or transmission or any error in any advertisement, in the absence of default or neglect on our part.

#### Indemnity to the agency

The Customer will indemnify the Company against any loss we may incur as the result of any civil claims or proceedings brought against us based upon any advertising and other work prepared for you by us and approved by you either orally or in writing before publication.

#### Force majeure

If due to war, strikes, industrial action short of a strike, lockouts, accidents, fire, blockade, import or export embargo, ice obstruction, natural catastrophes or other obstacles over which the Company has no control, we fail to complete our assignment in the manner and within the time required by the terms of this agreement we shall not be held responsible for any loss or damage which may be incurred by you as a result of such failure.

#### Terms of payment

Our accounts are payable within 28 DAYS of the date on which they are rendered, unless otherwise previously agreed in writing. Some suppliers, particularly film production and television and radio companies, market research organisations and exhibition contractors, require payment in advance or at various stages of production. The Customer agrees to pay interim invoices in respect of such services immediately on presentation. Accounts in respect of television time must be paid in advance. Media invoices in accordance with an agreed media schedule will be presented to the Customer and the Customer agrees to pay these immediately on presentation.

#### Invoices

Any enquiries regarding invoices must be notified to the Company within 7 days, otherwise they will be presumed and deemed to be acceptable.

#### Liability

The Company shall not be liable for loss or third party claims occasioned by delay in completing the work or failure to complete the work in whole or in part, whether or not the said loss or delay is attributed to any act or default (negligent or otherwise) of the Company. Where the goods are defective or are not delivered in whole or in part for any reason, including the negligence of the Company, its servants, agents or independent contractors, the liability (if any) of the Company shall be limited to the cost of rectifying such defects and in no circumstances whatsoever shall the Company be liable, whether in contract or tort for any further loss, damage, expense or inconvenience howsoever caused and whether arising directly or indirectly as a result of the defect. The Company shall be under no obligation to produce reprints at a later date of any order placed by the Customer.

#### Customer's property

Any property supplied to the Company either by or on behalf of the Customer will be held, worked on and carried by the Company at the Customer's risk.

#### Materials supplied by the Customer

The Company may reject any material supplied or specified by the Customer which appears to it to be unsuitable. Where materials are so supplied or specified, every care will be taken to secure the best result but responsibility will not be accepted by the Company for imperfect work caused by defects in or unsuitability of materials so supplied.

#### 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 have a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him or her, the Company without prejudice to other remedies shall:

(1)

Have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for the work already carried out (whether completed or not) and materials purchased for the Customer; such charge to be an immediate debt to him and

(2)

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.

#### Illegal matter

The Company shall not be required to produce any matter which in their opinion is or may be of an illegal or libellous nature. The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or illegal matter produced for the Customer or any infringement of copyright, patent or design.

#### Photography

Unless otherwise agreed the image of all photographs commissioned by the Customer will be the property of the Customer; to be used as the Customer sees fit, but the original in whatever form will be the property of the Company. Any period of time quoted by the Company for the use of models is approximate only and if this period be extended due to circumstances beyond the Company's control the Company will be liable for the extra cost involved.

#### Copyright and other rights

The copyright for all purposes in all design, artwork, copy, storyboards, literature and all other work created by the Company for the Customer ("The Work") vests in the Company unless written arrangements are made between the Company and the Customer to the contrary. The Company will obtain and hold all necessary rights in respect of copyright material commissioned by the Company for the Customer's advertising. The Customer will not before or after termination of this contract make any use in or outside the United Kingdom of advertising material originated by the Company except with the Company's consent. The Company shall retain the copyright in any material contained in any presentation made in competition with any other agency in the event of the Company's presentation being unsuccessful. The Company will at all times whether or not copyright has been passed to the Customer by the Company in the Works be entitled to utilise the Works for the purposes of the company's self-promotion without requiring permission or giving notification to or from the Customer.

#### Ownership

All advertising material prepared for the Customer's account by the Company and paid for by the Customer will be freely available for the Customer's use but the copyright will be retained by the Company. In particular, the Customer will not by paying for the artwork become the copyright owner of 'stock' photographs obtained from photographic agencies or libraries for particular advertisements, nor the copyright owner of photographic or film negatives or electronic or digital images adapted or otherwise prepared for the artwork by the Company. In the event that the Customer wishes to take possession of artwork containing advertising material prepared by the Company for the Customer's account, the Customer shall be entitled to receive the artwork and the company shall be entitled to make reasonable charge for release of copyright and the material costs of copying, transcribing or otherwise reproducing the advertising material for the use of the Customer.

#### Custody

The Company will keep in its care advertising materials entrusted to it as the Customer's property but will not be required to recover typesetting, colour separations, printing plates etc. from media and suppliers once the Company has parted with them. The Company shall be entitled to destroy all such material left in its custody after 6 months or after giving notice to the Customer at such earlier time as the Company thinks reasonable.