

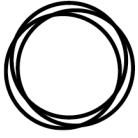
# — Terms & Conditions

## 1. BASIS OF SALE

- 1.1. In these conditions "The Black Eye Project" shall mean The Black Eye Project Ltd. "Client" means the person or body who accepts The Black Eye Project's quotation for Design Work or whose order is accepted by The Black Eye Project "in writing" shall mean by any means including electronic.
- 1.2. "Design Work" shall mean work to be executed by The Black Eye Project for the Client.
- 1.3. The Black Eye Project shall execute Design Work for the Client in accordance with The Black Eye Project's written estimate or the Client's written order subject in either case to these conditions.
- 1.4. No variation to these conditions shall bind the parties unless they agree it in writing.
- 1.5. The Black Eye Project's employees or agents are not authorised to make any oral representations concerning the Design Work.
- 1.6. The Black Eye Project shall not be liable for any oral advice or recommendation given by The Black Eye Project to the Client concerning the Design Work.

## 2. ORDERS AND SPECIFICATIONS

- 2.1. The Black Eye Project shall not be deemed to have accepted the Client's order unless The Black Eye Project has accepted it in writing.
- 2.2. The Client is responsible for ensuring the accuracy of the Client's order.
- 2.3. The Client will indemnify The Black Eye Project against any liability for infringement of the intellectual property rights or other legal rights of any third party which may result from The Black Eye Project's use of the Client's specification.
- 2.4. The Black Eye Project may alter the Client's specification to conform with any statutory requirements provided this does not materially affect the quality or performance of the Design Work.
- 2.5. Cancellation by the Client will only be accepted on terms that the Client will indemnify The Black Eye Project against all losses thus incurred by The Black Eye Project.
- 2.6. The Black Eye Project reserves the right to submit designs, drawings, specifications, originals and proofs to the Client for approval. Once approved any alterations will be at the Client's cost.
- 2.7. Any original work in whatever form or medium including designs, screens or positives ("originals") produced by The Black Eye Project will remain The Black Eye Project's property. The cost of such originals will be charged extra.
- 2.8. Where the Client is to supply materials or equipment ("Client's Property") to The Black Eye Project such Client's Property will be held by The Black Eye Project at the Client's sole risk. Further, The Black Eye Project will not be liable to the Client



for any imperfections in the Design Work caused by the use of such Client's Property.

- 2.9. The Black Eye Project shall be entitled to publish or display the Client's designs or logos on The Black Eye Project's premises or in The Black Eye Project literature on completion of the Design Work.

### **3. PRICE OF THE DESIGN WORK**

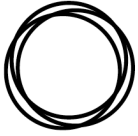
- 3.1. The price will either be The Black Eye Project's quoted price or where no price has been quoted a price based on the cost to The Black Eye Project of executing the Design Work at the date of completion of the Design Work. All quoted prices are valid for 30 days only.
- 3.2. If the cost to The Black Eye Project of executing the Design Work increases before delivery due to factors beyond The Black Eye Project's control The Black Eye Project may increase the price accordingly or as agreed in any contract.
- 3.3. Unless otherwise agreed all prices are given by The Black Eye Project on the basis that the Client collects the Design Work from The Black Eye Project's premises and where The Black Eye Project agrees to deliver the Design Work other than at The Black Eye Project's premises the Client will pay The Black Eye Project's charges for delivery.
- 3.4. Prices quoted exclude due taxes including Value Added Tax which the Client shall pay in addition.
- 3.5. Alterations at the Client's request made after The Black Eye Project has accepted the Client's order will be charged extra.
- 3.6. If The Black Eye Project produces samples or proofs for the Client the Client will pay extra for them.

### **4. TERMS OF PAYMENT**

- 4.1. Unless The Black Eye Project has agreed otherwise verbally or in writing the client will pay 50% of the quoted price of the Design Work at commencement of the Design Work. The remaining costs will be invoiced upon completion of the Design Work. The Client will pay for the Design Work 30 days after the date of The Black Eye Project's invoice for the Design Work. The time for payment shall be of the essence of the contract.
- 4.2. If the Client fails to pay for the Design Work within the time limit in 4.1 above then in addition to its other rights The Black Eye Project may cancel the contract and suspend any further deliveries and charge the Client interest on the outstanding amount at the rate of 5% per annum above Lloyds Bank Plc base rate from time to time.
- 4.3. All retainer fees or invoices issued by The Black Eye Project are to be paid upfront or on the day of receipt to ensure the commitment of the Client. The Black Eye Project has the right to cease all design work if non-payment occurs.

### **5. DELIVERY**

- 5.1. Unless The Black Eye Project has agreed in writing to deliver the Design Work the Client will collect it from The Black Eye Project's premises when The Black Eye Project notifies the Client that the Design Work is ready for collection.
- 5.2. Whilst The Black Eye Project will use its best endeavours to complete the Design Work by any delivery date previously agreed in writing between The Black Eye Project and the Client time for delivery shall not be of the essence unless so agreed in writing and in particular (but without prejudice to the generality of the foregoing) The Black Eye Project shall not be liable for any delay in delivery caused by any default of the Client or of any third party.



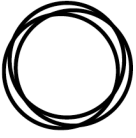
- 5.3. Where the Design Work includes printing The Black Eye Project may deliver up to 5% more or less than the ordered quantity in the case of one colour printing and 10% more or less than the ordered quantity in the case of other printing without adjusting the price when the quantity so delivered shall be deemed to be the quantity ordered.
- 5.4. If the Design Work is to be delivered by instalments each delivery will constitute a separate contract. If The Black Eye Project fails to deliver one or more of the instalments the Client shall not be entitled to repudiate the whole contract.
- 5.5. The Black Eye Project's liability for damages for non-delivery shall be limited to the price of the Design Work.

## 6. RISK AND PROPERTY

- 6.1. Risk or damage to or loss of the Design Work will pass to the Client at the time when The Black Eye Project notifies the Client that the Design Work is available for collection, or where The Black Eye Project is to deliver the Design Work to the Client, at the time when The Black Eye Project tenders the delivery.
- 6.2. The Design Work will not belong to the Client until the Client has paid for it in full.
- 6.3. Until property in the Design Work passes to the Client The Black Eye Project shall be entitled to call for its return forthwith and in default to enter the Client's or any third party's premises in order to repossess the Design Work.
- 6.4. Without prejudice to the generality of Condition 2.7 above where any part of the Design Work includes original art work prepared by or belonging to suppliers who are not employees of The Black Eye Project ("Outside Suppliers") title to and property in such art work shall remain vested in the Outside Suppliers and shall not pass to the Client unless otherwise agreed in writing. The Client shall return such original art work to The Black Eye Project on demand.

## 7. EXCLUSIONS

- 7.1. The Black Eye Project shall not be liable for any defect in the Design Work arising from any drawing or specification supplied by the Client.
- 7.2. The Black Eye Project shall not be liable for any defect or damage caused by the Client.
- 7.3. Save as provided in these conditions and except where the Design Work includes a Consumer Sale (as defined by the Sale of Goods Act 1979) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4. Where the Design Work includes a Consumer Sale the Client's statutory rights are not affected by these conditions.
- 7.5. The Client must notify The Black Eye Project in writing of any defects in the Design Work within seven days of delivery.
- 7.6. If the Client notifies The Black Eye Project of a valid defect The Black Eye Project's liability shall be limited (at The Black Eye Project's sole discretion) to the rectification of the defects or the refund of the agreed value.
- 7.7. Save as expressly provided in these conditions or in respect of death or personal injury caused by The Black Eye Project's negligence The Black Eye Project shall not be liable to the Client for any consequential loss or damage arising out of the supply of the Design Work or its use or resale by the Client.
- 7.8. The Black Eye Project shall not be liable to the Client for any delay or failure in performance of The Black Eye Project's obligations which occurs for reasons outside The Black Eye Project's reasonable control.



## 8. INSOLVENCY OF CLIENT

- 8.1. If the Client ceases or threatens to cease to carry on business or is found to be insolvent then without prejudice to any other remedy available to The Black Eye Project, The Black Eye Project may cancel the contract or suspend any further deliveries without liability to the Client. If the Design Work has been delivered but not paid for the Client shall pay for it immediately despite any previous arrangement to the contrary.
- 8.2. The provisions of clause 8.1 above shall not apply where The Black Eye Project reasonably believes that any of the events mentioned in clause 8.1 is about to occur and so notifies the Client.

## 9. GENERAL

- 9.1. If any provision of these conditions is held to be wholly or partly invalid or unenforceable the validity of the other provisions of these conditions shall not thereby be affected.
- 9.2. Any dispute arising under or in connection with these conditions or the execution of the Design Work shall be referred to the arbitration of a single arbitrator appointed in default of agreement by the President for the time being of the Chartered Institute of Arbitrators.
- 9.3. The contract shall be governed by the Law of England.
- 9.4. Any notice under these conditions shall be written and served at the registered office of principal place of business of the party being served.