

TTC CREATIVE LTD TERMS AND CONDITIONS

1 Interpretation

1.1 In these Conditions:

'CLIENT' means the company or individual requesting a Service which the Supplier has agreed to provide in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Services

'MATERIAL' consists of a document or copy in writing; any designs artwork; any map, plan, graph, drawing or photograph; any film, magnetic tapes, negative, tape, or other device or media embodying visual images; and any disc, tape or other device embodying any other data and any future devices

'INPUT MATERIAL' means any Material, and any data or other information provided by the Client relating to the Services

'OUTPUT MATERIAL' means any Material, and any data or other information created or provided by the Supplier relating to the specified Service

'PERSONNEL' means without limitation any employee, translator, agent or consultant providing services on behalf of the Supplier

'PURCHASE ORDER' means the sheet to which these Conditions are appended

'SERVICES' means the service to be provided by the Supplier for the Client and referred to in the Purchase Order or letter of authority to proceed

'SUPPLIER' means TTC Creative Limited (registered in England under number 3345762) of International House, 20 St. Mary's Road, London W5 5ES, UK

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 All and any business undertaken by the Supplier is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Supplier and the Client to the exclusion of other terms and conditions, representations or agreements. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Supplier. No Variations can be made to these Conditions without the written consent of a Director of the Supplier. No other employee, agent or servant of the Supplier has any authority to make representations on, amend, vary, modify or waive any of these conditions.

1.4 The complete and partial invalidity or unenforceability of any provision herein for any one purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2 Supply of the Services

2.1 The Client shall at its own expense supply the Supplier with all necessary Material and all necessary data or other information relating to the Services, within sufficient time to enable the Supplier to provide the Services in accordance with the Purchase Order. The Client shall ensure the accuracy of all Input Material.

2.2 The Supplier may reject any Input Material which appears to be unsuitable. Additional cost incurred if Material is found to be unsuitable, may be charged notwithstanding the price quoted on the Purchase Order overleaf.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage however caused except as may be required by law.

2.4 All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client. Any copies of any Output Material retained by the Supplier shall be destroyed or effaced after three months from the date of invoice unless specific arrangements to hold the Output Material for a longer period are made in writing between the parties.

2.5 The Services shall be provided in accordance with the Purchase Order or the Client's written instructions and otherwise in accordance with the Supplier's current brochure, website or other published materials relating to the Services from time to time, subject to these Conditions.

2.6 Further details about the Services, and advice or recommendations about its

provision or utilisation, which are not given in the Supplier's brochure, website or other promotional literature, may be made available on written request.

The Supplier may correct any typographical or other errors or omissions in any brochure, website, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client.

2.7 The Supplier may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

2.8 The Supplier shall not be required to produce any matter which in its opinion is or may be illegal or defamatory in nature.

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Charges as set forth overleaf and any additional sums which are agreed between the Supplier and the Client for the provision of the Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 Notwithstanding the generality of the foregoing, quoted prices are subject to variation as follows (this list is non-exhaustive): -

3.2.1 upon sight of Material supplied by the Client if such Material shall not have been seen by the Supplier at the time of the initial quotation;

3.2.2 upon any circumstances outside the control of the Supplier arising after the initial quotation including but necessarily limited to changes or additions to the work to be carried out, variations in the cost of labour or Material;

3.2.3 upon changes in currency rates from the date of the initial quotation which adversely effects the fee payable to the Supplier;

3.2.4 quoted prices for printing may vary by margins of 10% either way allowing for overs and shortages;

3.2.5 should a revised delivery schedule be agreed and necessitate overtime or other additional cost.

3.3 All work carried out, whether experimentally or otherwise or at the Client's request will be chargeable irrespective of commencement or completion of the contract.

3.4 Author's corrections or changes in style and the cost of additional proofs or drafts or Output Material necessitated by such corrections will be charged extra. Proofs or drafts of all Output Material may be submitted for the Client's approval and in that event no responsibility will be accepted by the Supplier for any errors not corrected by the Client or his or her agent or representative. When style, type or layout is left to the Supplier's judgment changes therefrom made by the Client shall be made at extra charge.

3.5 All freight costs including carriage, postage and packing shall be charged whether referred to in the Purchase Order or not.

3.6 All charges quoted to the Client for the provision of the specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.7 The Supplier shall be entitled to invoice the Client following completion of the specified Service or if the work has been held up by the Client or the Client's agent, then the work provided to date by the Supplier will be invoiced at that particular point in time. Any further Services provided for the same project will be invoiced as an addition on completion of the Service to be provided.

3.8 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice.

3.9 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of HSBC Bank plc from the due date until the outstanding amount is paid in full.

4 Delivery

4.1 Subject to the operation of clause 5.1.1 below, delivery of Input Material shall be accepted by the Client when tendered or on notification that the Input Material has been completed.

4.2 Advice of damage, delay, loss or partial loss of Material in transit or of non-delivery must be given in writing to the Supplier and the carrier within three working days of delivery, or in the case of non-delivery within twenty-eight days of the dispatch of the Material, and any claim in respect thereof must be made in writing to the Supplier and the carrier within seven clear days of delivery, or in the case of non-delivery within forty-eight days of dispatch.

5 Rights in Input Material and Output Material

5.1 The property and any copyright or other intellectual property rights in:

5.1.1 any Input Material shall belong to the Client

5.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier until such time that any and all sums due to the Supplier for the Services provided have been paid in full at which time the Copyright in the Output Material shall revert to the Client and the Client does not have any licence to use such Output Material until such time that payment in full has been received by the Supplier.

5.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, but the foregoing shall not apply to any Material, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

6 Warranties and Liability

6.1 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Purchase Order or written instructions and at the intervals and within the times referred to in the Purchase Order.

6.2 The Supplier shall not be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Services except as may be required by law.

6.3 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Services, except as expressly provided in these Conditions.

6.5 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6.6 Notwithstanding the foregoing, any complaint concerning the quality or accuracy of the work must be made in writing within seven days of delivery of the completed Output Material. The Supplier reserves the right to re-translate disputed work. The Supplier cannot be held responsible for perceived faults which in fact are subjective in nature.

6.7 Each Purchase Order represents an individual Contract and the Client shall have no right of set off or counterclaim in respect of different Purchase Orders.

7 Termination

7.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

7.2 Should any work be suspended at the request of or delayed through any fault of the Client for a period of thirty days or more, the Supplier shall be entitled to payment for work already carried out or in progress plus a cancellation fee of 10% of the total value of the Contract.

7.3 Should the Client cancel an order, the Supplier reserves the right to make a cancellation charge to include the full price of any work carried out to meet the order plus a minimum charge of 50% of the value of the work ordered by the Client and not yet completed to cover any and all costs incurred by the Supplier as a result of such cancellation.

8 Introduction of Personnel

8.1 The Client shall not solicit or engage for whatever reason the Supplier's employed, subcontracted or full contracted Personnel and the Client agrees that if any Personnel of the Supplier with whom the client has dealt becomes engaged within 12 months of any such dealings in any capacity by the Client, or by any company associated to or connected with the Client, or by any third party to which the Client has passed information concerning the Personnel, then the Client shall be liable to pay liquidated damages to the Supplier of £2,500.

9 General Lien

9.1 Without prejudice to any other remedies the Supplier may have, the Supplier shall in respect of all unpaid debts due from the Client have a general lien on all Material, goods and other property in its possession (whether worked on or not) and shall be entitled on expiration of fourteen days notice to the Client to dispose of such Material, goods or other property as it thinks fit and to apply any proceeds toward such debts.

10 Force Majeure

10.1 The Supplier shall not be liable for any breach of its warranties indemnities or obligations under these Conditions due to any matter reasonably beyond its control including but not limited to strikes lock-outs trade disputes acts or defaults of its distributors licensors and retailers acts of God force majeure or other unforeseen circumstances or as a result of any third party failing to carry out any of its obligations which impact the Services to be supplied.

11 General

11.1 All quotations are valid for one month after the date overleaf.

11.2 Telephone Orders must be confirmed by a written authority to proceed in the form of any e-mail, fax, letter or Purchase Order before any Services shall be undertaken by the Supplier.

11.3 These Conditions, save for the terms of any separate Confidentiality Agreement between the parties, constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.7 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.