

TERMS AND CONDITIONS OF ORDER RELATING TO CONTRACT BETWEEN BILLINGTON CARTMELL LTD AND THE SUPPLIER (THE NAMES OF WHOMS ARE BOTH SHOWN OVERLEAF)

DELIVERY

1. Time for delivery of the goods is the essence of the contract. Failure to adhere to the agreed delivery date set out overleaf will entitle Billington Cartmell Ltd by notice in writing to cancel the order and to recover from the Supplier any losses thereby suffered by Billington Cartmell Ltd.

2. Property in the goods delivered by the Supplier shall pass to Billington Cartmell Ltd on the acceptance of delivery by Billington Cartmell Ltd.

3. Delivery shall take place at the premises of Billington Cartmell Ltd during normal office hours (unless otherwise requested by Billington Cartmell Ltd) and the Supplier shall obtain written evidence of delivery. Delivery of goods shall be subject to paragraph 4 below.

4. Without prejudice to any other rights or remedies of Billington Cartmell Ltd hereunder Billington Cartmell Ltd may reject goods delivered by the Supplier immediately or at any time within seven days thereafter (or if the matters complained of could not with reasonable diligence have been discovered earlier, within the seven days of such discovery) if they goods are not of merchantable quality or otherwise fit for the purpose for which they were intended, if the supply is by description or sample where the reasonable opinion of Billington Cartmell Ltd the goods do not fit the description or are different from the sample or are otherwise not in the reasonable opinion of Billington Cartmell Ltd of satisfactory standard. If such goods are rejected the property in such goods remains vested in the Supplier who shall make arrangements to collect the goods forthwith failing which he may be charged a storage fee by Billington Cartmell Ltd.

CONFIDENTIALITY

5. The business of Billington Cartmell Ltd and of Billington Cartmell Ltd's customers and clients is confidential. The Supplier hereby agrees not to use or disclose any information of Billington Cartmell Ltd it's Supplier or customers which are confidential or of value to a competitor or any other party or the use or disclosure of which would in any way be harmful to Billington Cartmell Ltd. In particular and without limitation to the generality of the foregoing the Supplier must not directly or indirectly reveal details as to the designs, copyright, artwork, projects, schemes, plans and ideas of Billington Cartmell Ltd coming to the notice of the Supplier the price of goods ordered hereunder or the source of supply or manufacture thereof to any third party (including without limitation Billington Cartmell Ltd's customers or competitors). This obligation continues after acceptance by Billington Cartmell Ltd of delivery hereunder.

6. The Supplier agrees that for a period of two years from the date hereof the Supplier will not either on his own account or for any other person firm or company or as a servant agent or officer of any person firm or company canvas, solicit or endeavour to entice away from Billington Cartmell Ltd any person firm or company who at any time during the course of the period when the Supplier applied goods to Billington Cartmell Ltd has been a client or customer of Billington Cartmell Ltd or in the habit of dealing with Billington Cartmell Ltd.

ARTWORK AND COPYRIGHT

7. The Supplier agrees to return to Billington Cartmell Ltd all original material supplied by Billington Cartmell Ltd to the Supplier hereunder together with copies of any such material (if any) made and any additional material used in the preparation of the goods ordered hereunder (that are included in the price of such goods) within three days after acceptance of delivery by Billington Cartmell Ltd or within three days of notice of cancellation by Billington Cartmell Ltd under Paragraph 1. above (whichever is applicable)

8. The Supplier will take all reasonable precautions to prevent the unauthorized use of any documents papers artwork and materials of any kind supplied by Billington Cartmell Ltd to the Supplier hereunder and will on Billington Cartmell Ltd's demand return all such documents, papers, artwork and materials to Billington Cartmell Ltd.

9. The Supplier hereby agrees to store all documents, papers, artwork and materials used hereunder in a safe secure and suitable storage and agrees not to make use of any of the same save for the purposes of complying with Billington Cartmell Ltd's order and in particular will at no time allow the goods or copies thereof to be exhibited or used as samples, or disclose of the same to any third party. Copies of such documents, papers, artwork and materials will be made where necessary for the Purposes of complying with Billington Cartmell Ltd's order.

10. The Supplier hereby assigns absolutely as beneficial owner to Billington Cartmell Ltd all copyright and Intellectual Property Rights in the item and shall deliver to Billington Cartmell Ltd all Waivers or Moral Rights (as set out in chapter IV of Part 1 of Copyright, Designs and Patents Act 1988) and consents to the Item's use by Billington Cartmell Ltd and its client in connection with any work. The supplier shall obtain all such Intellectual Property Rights and copyright and waivers of moral rights from any employee, agent, subcontractor or any other third party as are necessary in order to enable the supplier to comply with its obligation under this order.

11. The Supplier warrants that it is the owner of all copyright and other intellectual property rights in all materials and products provided hereunder and that the supplier has full power and authority to make this assignment and has not previously assigned, mortgaged or otherwise dealt in the rights hereby granted or assigned or granted licenses thereof.

PERFORMANCE

12. The Supplier hereby warrants that it is fully able to render its services hereunder and is free capable and qualified to perform all the obligations expressed to be to be on the part of the Supplier hereunder including without limitation to the generality of the foregoing the supply of goods ordered hereunder (whether or not such goods are ordered by reference to description or sample).

INDEMNITY

13. The Supplier warrants that any goods supplied to Billington Cartmell Ltd are free from any lien encumbrance or charge and are not protected by any patent, design right, trade mark or trade name of any third party and that Billington Cartmell Ltd has the full right to use or exploit the goods in any way. The Supplier hereby warrants to keep Billington Cartmell Ltd fully indemnified at all times in respect of any actions claims proceedings costs damages losses liabilities and expenses incurred by or awarded against Billington Cartmell Ltd of any other compensation paid or agreed to be paid by Billington Cartmell Ltd on the advise of counsel in connection with any goods supplied hereunder and in consequence of any breach non performance or non-observance by the Supplier of any of the warranties and agreements by the Supplier contained herein. The client warrants that it has the appropriate level of insurance cover with which to supply its services or products.

GOVERNING LAW

14. The provisions hereof shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto agree to such jurisdiction as Billington Cartmell Ltd shall elect.

ASSIGNMENT

15. The Supplier may not assign or sub contract any of its rights or obligations hereunder without the prior written agreement of Billington Cartmell Ltd. In the case of any assignment the Supplier shall procure that any such assignee shall enter into a direct covenant with Billington Cartmell Ltd to comply with the obligations expressed to be on the part of the Supplier hereunder shall not thereby be relieved of its obligations hereunder.

ADDITIONAL COSTS

16. Billington Cartmell Ltd is not liable to pay any additional costs or accept any additional goods other than those detailed overleaf.

17. The agreed price (overleaf) includes all the Suppliers charges to complete and deliver the order.

PAYMENT

18. Payment will become due after Billington Cartmell Ltd has received payment from the client to whom the products or services relate or 45 days from invoice date, which ever is the latter.