

Terms and Conditions

1 CONDITIONS APPLICABLE

- 1.1** These terms & conditions shall apply to all design or consultancy services or for the sale of goods by Good Impressions (London) Limited to or for the customer to the exclusion of all other terms and conditions including any terms and conditions which the customer may purport to apply under any purchase order confirmation of order or similar document or unless varied in writing by any Estimate. No variation to these Terms shall be binding unless agreed in writing between the Customer and a duly authorised representative of Good Impressions (London) Limited .
- 1.2** Before the commencement of the services or any supply of goods Good Impressions (London) Limited shall submit to the Customer a Estimate which shall specify the goods and services to be supplied and the price payable. The Customer shall notify Good Impressions (London) Limited immediately if the Customer does not agree with the contents of the Estimate. All Estimates shall be subject to these Terms.
- 1.3** All requests for design or consultancy services or orders for goods shall be deemed to be an offer by the customer to purchase those services or goods pursuant to these conditions.
- 1.4** Acceptance of delivery of any draft or published designs, advice pursuant to the consultancy or delivery of goods shall be deemed conclusive evidence of the customer's acceptance of these conditions.
- 1.5** Any variation to these conditions (including any special terms and conditions agreed between the parties) shall have no effect unless agreed in writing by Good Impressions (London) Limited .

2 THE PRICE AND PAYMENT

- 2.1** The price for the supply of goods and services shall be as set out in the Estimate. Where agreed in advance, Good Impressions (London) Limited will be entitled to invoice in advance against the agreed Estimate upon commencement of the work to cover sub-contract, print and other costs. The price is exclusive of VAT which shall be due at the rate ruling on the date of the invoice submitted by Good Impressions (London) Limited .
- 2.2** Invoiced amounts shall be due and payable in full within 30 days of receipt of invoice without any set off or other deductions whatsoever. Good Impressions (London) Limited shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4.00% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

- 2.3** If the customer fails to make any payment on the due date then without prejudice to any other rights Good Impressions (London) Limited may suspend or cancel deliveries of any designs or other articles due to the customer.

3 INTELLECTUAL PROPERTY

Subject to any agreement to the contrary (which shall be evidenced in writing pursuant to clause 1.5 hereof) all vested contingent and future rights of copyright and all rights in the nature of copyright design right or other intellectual property including all accrued rights of action and all other rights of whatever nature in and to any designs by Good Impressions (London) Limited whether now known or in the future created to which Good Impressions (London) Limited is now or may at any time hereafter be entitled shall as between the parties be the property of Good Impressions (London) Limited.

4 DRAFT DESIGNS

Draft designs artwork and visuals of any kind ("the designs") submitted by Good Impressions (London) Limited to the customer for approval remain the property of Good Impressions (London) Limited. Where the designs have been submitted in Portable Document Format ("PDF") the following conditions apply:

- use of the PDF will be limited to one computer
- the computer must be under the customer's control
- transfer of the PDF from one computer to another is strictly prohibited
- the making up of backup or other copies of the PDF is strictly prohibited
- use of the PDF shall be limited to the purposes of approving the design or designs contained in it and - transfer of the PDF on a permanent basis to another person is strictly prohibited
- the distribution rent loan lease sub-license or other dealing in the PDF is strictly prohibited.

YOU MAY NOT, NOR PERMIT OTHERS TO:

- 4.1** use copy or transfer the PDF except as permitted by these terms and conditions.
- 4.2** distribute rent loan lease sub-license or otherwise deal in the PDF.
- 4.3** alter adapt merge modify or translate the PDF in any way for any purpose including without limitation for correction.
- 4.4** remove change or obscure any product identification or notices of proprietary rights and restrictions on or in the PDF.

5 RETENTION OF TITLE

- 5.1** Title to any goods shall be at the customer's risk as from delivery.
- 5.2** In spite of delivery having been made property in the goods shall not pass from Good Impressions (London) Limited until: 5.2.1 the customer shall have paid the price plus VAT in full and
- 5.2.2** no other sums whatever shall be due from the customer to Good Impressions (London) Limited
- 5.2.3** until property in the goods passes to the customer in accordance with the preceding clause the customer shall hold the goods and each of them on a fiduciary basis as bailee for Good Impressions Limited.