

Trading Terms and Conditions of **DesignGeist™**

- 1. Preliminary Work** Designs, models, samples and other work produced, including any materials and carriage, whether experimentally or otherwise, at the Clients request, will be charged for.
- 2. Estimates and Orders** Estimates are given and orders accepted subject to the ability of DesignGeist™ to procure materials, labour and transport at the rates prevailing at the date of estimate. Any increase in wage rates, prices of materials, or alternative materials that it may be necessary to substitute, or of transport arising after an estimate and before delivery, shall be charged to the Client. Where estimated dates of delivery are given they shall be subject to availability and delivery of materials to DesignGeist™ who shall not be liable for any delay beyond their control. All estimates are subject to variation if not accepted within twenty-eight days.
- 3. Orders** Acceptance of an estimate shall be in writing signed by the Client or his authorised agent. In the absence of such written confirmation, DesignGeist™'s written acknowledgement of verbal instructions shall be deemed to be the Clients written order.
- 4. Delays** If any goods are to be supplied or work to be done by DesignGeist™ in accordance with designs, specifications, or patterns supplied by the Client, the Client shall supply the same in reasonable time to permit DesignGeist™ to complete all deliveries by the promised date (if any). DesignGeist™ shall not be liable for delays in completion of work or delivery arising from the Clients failure or delay in approving estimates or preliminary work.
- 5. Alterations** Any additional cost arising from alterations or corrections after approval of artwork or sample, or after production has commenced may be charged to the Client.
- 6. Delivery** Unless otherwise stated in writing by DesignGeist™ estimates are given and orders accepted upon the terms that delivery be ex. DesignGeist™ works and the price shall be nett and exclusive of packing materials, cost of packing, handling, loading, transport or carriage. DesignGeist™ may with printed materials deliver a quantity of up to 10% greater or 10% less than the buyers stipulated quantity without any liability whatsoever, except that the price charged shall be for the delivered quantity at the unit rate applicable to the stipulated quantity ordered by the client.
- 7. Expedited Delivery** If the Client shall require delivery sooner than the normal time required for production the Client shall pay any extra cost of overtime or other additional cost incurred by DesignGeist™.
- 8. Installment Deliveries** In the case of goods to be supplied or work to be done by DesignGeist™ in installments, any objection by the Client to defects in or default of DesignGeist™ in relation to one installment shall not affect the contract in respect of any other installment or installments whether or not any such installment has been delivered or performed (as the case may be) or the balance remaining due under the contract.
- 9. Claims** Any complaints or claims as to quality or quantity of printed or manufactured goods supplied (Excluding Designs, Artwork , Copy or Consultation Advice) by DesignGeist™ shall be made to DesignGeist™ in writing within seven days of the delivery of such goods or the completion of such work, DesignGeist™ shall not be liable for any claims not made within this period. No liability whatsoever will be accepted by DesignGeist™ for any errors in Design, Artwork, Copy or Consulted Advice once they have been approved or acted upon by the Client.
- 10. Risk and Title** Goods are at Clients risk from the time of notification by DesignGeist™ that they are ready for delivery. Clients property in the possession of DesignGeist™ or their servants or agents shall be at the Clients own risk in respect of loss or damage from whatsoever cause notwithstanding that the Client shall pay rent for storage of any such property unless any other arrangement has been agreed in writing by DesignGeist™.
Until DesignGeist™ have received full payment of all monies owed to them at any time by the Client on any account whatsoever:
- Property in the goods shall remain with DesignGeist™ and the Client shall store or otherwise keep the goods in such a way as clearly to indicate that the property remains with DesignGeist™.
 - Subject to c and d below the Client shall be at liberty to process and resell the goods (Excluding the Copyright) in the ordinary course of business and property (Excluding copyright) in the goods comprised in any such resale (but not in any other goods) shall pass to the Buyer immediately prior thereto. The proceeds of any such resale shall be for DesignGeist™'s account and shall be held in trust for DesignGeist™ to the extent of all monies owed to them.
 - DesignGeist™ may at any time revoke the Clients power to process and resell the goods by notice to the Client if the Client is in default for longer than seven days in the payment of any sum whatsoever owed to DesignGeist™.
 - The Clients power to process and resell the goods shall automatically cease if the Client goes into liquidation or has a receiver appointed or commits any act of insolvency.
 - Upon termination of the Clients power to process and resell the goods DesignGeist™ shall be entitled to enter any premises of the Client at which DesignGeist™ reasonably believe the goods to be stored and to repossess them and to resell or otherwise deal with such goods for DesignGeist™'s own benefit, but the amount of monies owed to DesignGeist™ by the Client shall be reduced if and when the goods are resold less any costs incurred in recovery and resale. If the goods have been ordered from DesignGeist™ for the purpose of resale DesignGeist™ also reserve the right to contact the intended eventual purchaser with a view to completing the sale and repaying monies owed to DesignGeist™.
- 11. Consequential Loss** The Client agrees that DesignGeist™ shall not be liable in any way whatsoever for any consequential loss or damage arising out of work done, goods supplied, or services rendered under any contract to which these terms and conditions apply. The Client shall indemnify DesignGeist™ against all claims, actions, penalties, damages, costs and expenses for which DesignGeist™ may become liable, or which they may incur, through anything done by them in the execution of any contract with the Client involving a breach of any Patent, Registered Design, Trade Mark, or Copyright, or of any Government or other Regulation.
- 13 Force Majeure** The performance of all contracts is subject to variation, suspension or cancellation arising from any Act of God, War, Strikes, Lockouts, National Emergency, Fire, Flood, Drought, Shortage of Fuel or Power, the inability to obtain supplies of materials or articles, or any other causes whatsoever beyond the control of DesignGeist™.
- 14. Cancellation of Contracts** In the event of any contract (whether oral or in writing) between the Client and DesignGeist™ being suspended or cancelled by reason of conditions arising from an Act of God, War, Strikes, Lockouts, National Emergency, Fire, Flood, Drought, Shortage of Fuel or Power, or any other cause beyond the control of DesignGeist™, DesignGeist™ shall be entitled to payment for work done up to the date of such suspension or cancellation, and for all materials purchased and sub-contracts placed relative to such contract.
- 15. Terms of Payment** Notwithstanding condition 10 hereof and irrespective of delivery, unless otherwise specified, payment for goods or services rendered shall be made within 30 days from date of invoice. For early payment within 7 days clients may deduct 10% from the invoice total as a settlement discount. Late payments will incur an 8% per annum over the bank base rate penalty interest charge, this will accrue from the 31st day onwards and will be added until the invoice is paid in full (including the interest). We may decide to pursue the penalty interest even if the main invoice is paid in full, but late, if in our view the delay was wilful.
- 16. ©Copyright** All designs, models, samples and other work, produced, whether experimentally or otherwise are protected by DesignGeist™ Worldwide Copyright. No works may be copied, altered or reproduced without the written permission from DesignGeist™. Copyright will remain with DesignGeist™ even after payment has been received for works done, except where copyright has been independently purchased, or included within the contractual agreement of the project undertaken, whereby when payment has been received in full, a signed certificate to pass ©copyright in the final implemented designs will be issued.
- 17.** These terms and conditions shall apply to all contracts whether for the sale of goods or for work and labour to be done and materials to be supplied and expressions 'DesignGeist™' and 'Client' shall apply to all such contracts.

Client Name: _____

Name: _____ **Position:** _____

Signed for on behalf of the Client: _____ **Dated:** _____