



TERMS AND CONDITIONS

This document sets out the standard terms and conditions of business made by **Milk Media Limited** (known hereafter as “the Company”) on behalf of other parties (known hereafter as “the Client”).

1. Quotes

All quotes provided are valid for 60 days from date of issue. The Company reserves the right to re-quote after this time. If the Company bases its quotation upon information provided by the Client, which is subsequently shown to be incorrect, the Company reserves the right to charge the Client for any resulting additional costs.

2. Confidentially

The Company undertakes not to disclose any information obtained in confidence regarding the business of the Client, without first obtaining the Client's approval.

3. Revisions and alterations

New work requested by Client and performed by the Company after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds.

Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

4. Sub-contracting

The Company may, in its discretion, sub-contract the execution of the work or an element of the work to other associated companies, providing the same high quality of work maintained throughout.

5. Invoices/Late payment

Invoices become due for payment 14 days following the issue date of the invoice unless otherwise agreed with the Company. Any queries the Client has on an invoice must be reported to the Company in writing and within 7 days of date of invoice. The Company reserves the right to charge interest on overdue accounts at 8% above the Bank of England's base rate as well as claim interested and compensation charges under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

6. Purchase orders

The Company undertakes to quote Client's purchase order numbers on all invoices where the Client requests such a policy.

7. Risk

Risk in the goods passes to the Client on delivery but legal title remains with the Company so long as any sum due to us on any account or grounds is unpaid. The Client agrees that, in seeking to exercise our rights under this clause, we may at any reasonable time enter the Client's premises and remove our goods or suspend all services provided by the Company until the Client has paid in full.

8. Nature of copy

Orders are only accepted on the strictest understanding that the Client has the necessary copyright clearance to copy,

reproduce, change, manipulate, receive, transmit and store all materials supplied, and that the Client automatically assumes liability for any legal action by any party that may be taken against the Company, either through breach of copyright or for any other reason associated with the content material supplied to the Company.

Client agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, servicemark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

9. Property and supplier's performance

The Company will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorised use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, the Company is not responsible for failure on their part.

If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

10. Rights of ownership

Once a project has been delivered by us and is fully paid for by Client, the Company will assign the reproduction rights of the design for the use(s) described in the proposal. According to the Copyright Law of 1976, the rights to all design, artwork and intellectual property rights, including but not limited to photography and or illustration created by independent photographers or illustrators retained by the Company, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of “All Rights” (A Buyout) is negotiated with the Company and/or his/her authorised representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project.

We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive

presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

11. Client materials

Whilst every reasonable care will be taken when handling all Clients' materials, our liability for any loss or damage however caused (including loss or damage in transit wherever destination, delay in transit wherever the destination, loss or damage during storage of exposed film or archive of electronic information or through the receipt or transmission of any electronic data) is limited to the replacement value of the materials. Such materials are accepted by the Company on the strictest understanding that the replacement value does not exceed the present retail price of the materials. Clients are advised that where material is of a particularly critical nature, they should insure themselves against loss or damage. Any content being supplied by the Client will need to be supplied in an agreed electronic format and its integrity double checked before being sent to the Company.

12. Delivery schedules

Schedules of delivery are estimates only. We will use our best efforts to deliver at times stated but shall not be liable for any delays due to causes beyond our control. Goods should be deemed to be delivered when handed to carriers or transmitted via through an electronic format.

13. Work suspension/termination by the Company

The Company shall be entitled to suspend or cancel deliveries and/or work under any contract or agreement between the Company and the Client if any payment due from the Client is not made by its due date.

14. Work suspension/termination by Client

The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorised purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed estimate plus all other expenses incurred.

Upon termination of this agreement, the Company will transfer to the Client all your property and materials in our control and for which you have paid. The Client will indemnify and hold the Company harmless for any loss or expense (including attorney's fees), and agree to defend the Company in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against the Client and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

15. Liability

The Company will be released from all liability to the Client if performance of the contract or agreement is delayed or prevented by any cause whatsoever beyond our control.

The Company will not be held responsible for any direct or indirect loss arising from the provision of this agreement, including but not limited to, injury to people, damage to property, data loss, loss of reputation, economic or financial loss and data protection liabilities after the project has been completed and approved by the Client.

16. Work initiation

We will begin work upon Client's approval of the written estimate. Your approval (written or oral) will constitute an agreement between us.

17. Staged invoicing

The Company reserves the right to issue staged invoicing process if project sees fit. Invoice shall be rendered in a 2 stage agreement unless otherwise agreed in writing with the Client. Both stages are bound under the terms stated in section 5. Stage 1 - work commencing, 30% of total invoice. Stage 2 - completion, the remaining total of invoice.

18. Direct/indirect loss

The Company will not be held responsible for any direct or indirect loss arising from the provision of this agreement, including but not limited to, injury to people, damage to property, data loss, loss of reputation, economic or financial loss and data protection liabilities after the project has been completed and approved by the Client.

19. Disputes

Any dispute arising under these terms and conditions shall be determined by English Law.

20. Acceptance

Acceptance by the Client (verbally or written) of the Company's quotation is deemed to include acceptance of these Terms and Conditions of Trading.

21. Errors and omissions

It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. The Company is not liable for errors or omissions. Your sign off or that of your authorised representative is required on all mechanicals or artwork prior to release for printing or other implementation.

22. Out-of-pocket expenses

Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, colour printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemised on each invoice. Expenses are subject to VAT unless otherwise stated. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

23. Telecommunications

Client shall pay for all transmissions charges. The Company is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.