

**TERMS AND CONDITIONS OF HANSON ZANDI ADVERTISING LTD  
(" THE COMPANY")**

- 1) QUOTATIONS - Quotations are genuine pre-estimates of the Company Charges based on the current costs of production and are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 2) VALUE ADDED TAX - The Company shall be entitled to charge the amount of any value added tax payable whether or not included on the quotations or invoices unless otherwise stated on the clients order.
- 3) PRELIMINARY WORK - Work produced whether experimentally or otherwise, at the clients request will be charged for (unless other arrangements have been made).
- 4) PROOFS/pdfs - Authors corrections on and after first proof, including alterations in style, will be charged extra. Proofs/pdfs of all work may be submitted for clients approval, and no responsibility will be accepted for any errors in proofs/pdfs passed by the client.
- 5) DELIVERY AND PAYMENT - Nett 30 days from receipt of invoice. Payment shall become due upon the date that goods are ready for normal delivery.
- 6) EXPEDITED DELIVERY - Should expedited delivery be agreed and necessitate overtime or other additional costs, an additional charge may be made.
- 7) VARIATIONS IN QUANTITY - Every endeavour shall be made to deliver the correct quantity ordered but quotations are conditional upon a margin of 5 per cent (in colour work 10 per cent) being allowed for overs or shortage, the same to be charged for or deducted.
- 8) CLAIMS - Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the carrier so as to reach them within three days of delivery and claims for non-delivery within fourteen days of despatch of goods. All other claims must be made to the Company within ten days of delivery, beyond which period no claim can be entertained.
- 9) LIABILITY - The Company shall not be liable for indirect or consequential loss or for any loss to the client arising from third party claims occasioned by errors in carrying out work or by delay in delivery.
- 10) STANDING MATTER - Lithographic and digital files or other work may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
- 11) CLIENTS PROPERTY AND PROPERTY SUPPLIED - a) Clients property and all property supplied to the Company by or on behalf of the clients will be held at the client's risk. b) Every care shall be taken to secure the best results, where material or equipment is supplied by the client, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment.
- 12) OWNERSHIP RIGHTS - Use of specific ideas/campaigns/concepts created by the Company may be used only for the particular campaign or project for which they were commissioned, and are to be handled exclusively by the Company (unless otherwise agreed).
- 13) GENERAL LIEN - The Company shall in respect of all unpaid debts due from clients have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days notice, in writing, to dispose of such goods or property as he or she thinks fit and apply the proceeds towards such debts.
- 14) ILLEGAL MATTER - a) The Company shall not be required to handle any matter which in its opinion may be of an illegal or libellous nature. b) The Company shall be indemnified by the client in respect of any claims, costs and expenses arising out of any illegal or libellous matter handled for the client or an infringement of copyright, patent or design.
- 15) FORCE MAJEURE - The Company shall be under no obligation if it is unable to carry out any provision of the contract for reasons beyond its control including (without limiting the foregoing) Act of God, legislation, war, terrorism, fire, flood, drought, failure of power supply, lock out, strike or any other action taken by employees in contemplation or furtherance of dispute or owing to an inability to procure materials required for the performance of the contract.

During the continuance of such a contingency the customer may be written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Registered Trade Name: Hanson Zandi Advertising Ltd.  
Reg Office as above.  
Reg in England No. 1927454. VAT No 417416561.