

**GENERAL**

At the discretion of A4 Plus Drawing Services Limited (hereinafter referred to as 'Supplier') certain contracts or commissions will require specific Terms and Conditions relating to a particular design brief. In such an event, Supplier will draw up a suitable agreement, which will be used in place of these Terms and Conditions of Business. Under such circumstances, only the new agreement will be in force and effect. If such an agreement is not required then these Terms and Conditions of Business will govern all contracts, verbal or otherwise, entered into by Supplier, for the supply or sale of goods or services. Any order given to Supplier shall be deemed to constitute an agreement to be bound by these conditions.

**OTHER PRINTED OR STANDARD CONDITIONS**

Subject to the above statement, it is agreed that only these conditions shall apply to contracts between Supplier and the Client and any documents emanating from Client which contain printed or standard conditions have been and shall be sent by Client and received by Supplier on the understanding that they appear on the Clients documents because they are printed thereon but have no legal effect whatsoever and Client waives any rights which the Client otherwise might have to rely on such conditions.

**PREVIOUS CONDITIONS AND VARIATIONS**

Subject to the 'General' statement above, these conditions shall have effect in place of any other conditions, which may have previously been notified by Supplier to Client. No addition or variation to these conditions shall be made or apply, unless expressly agreed in writing by Supplier and Client.

**SUB-CONTRACT DESIGNERS**

Supplier may recommend that specialist sub-contractors and Designers should design and execute any part of the work. Where the Supplier employs such sub-contractors or Designers, in agreement (written) with the Client, the Client shall be responsible for re-imbursing the Supplier in respect of all the costs of so employing such person or persons. The Supplier will be responsible for the direction, integration and general inspection of their work, in accordance with the Supplier's Quality Manual and Procedures, but not for the detailed design or performance of the work entrusted to them.

**COPYRIGHT, PATENTS, REGISTERED DESIGN AND TRADE MARKS**

In accordance with the provisions of the Copyright Act 1995, copyright in all drawings / documents and in the work executed from them, except drawings of works for the Crown, will remain the property of the Supplier. Title will be passed to the Client only when the Suppliers fees have been paid in full.

Client warrants that any design or instruction furnished or given to Supplier shall not be such as will cause Supplier to infringe any letters patent, registered design or trade mark in the execution of Client's order. Supplier is not to be liable for infringement of any patents or other rights and Client shall indemnify Supplier fully in respect of damage or costs incurred by Supplier in regard to any proceedings brought against Supplier by any party claiming patent or other rights in respect of drawings or designs supplied under Client's order.

**EXTENT AND LIMITS OF LIABILITY**

Supplier shall in no circumstances be liable to Client in respect of any loss, damage or injury of any kind (which for the avoidance of doubt includes consequential loss or damage), whether suffered by Client or any other party and howsoever caused (including being caused by any defect in, failure of or unsuitability for any purpose of the drawings / designs or by any negligence whether in relation to design or manufacture of the goods or at all) and all conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, are hereby excluded.

Client's property and all property given to Supplier by, or on behalf of Client, will be held by Supplier at the Client's risk. Whilst great care will be taken to ensure the safety of such property, in the unlikely event of loss or damage to Client's property, Supplier is not liable in any way whatsoever for any costs incurred in the repair, replacement or re-instatement of such property (or for any other works deemed necessary to make good such loss or damage).

Supplier shall not be liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage) arising from any representations, statements, recommendations or advice made or given before the making of this contract.

Before any machinery, parts, products or equipment is manufactured from the Suppliers drawings and designs or is put into practical use or marketed, the Client will thoroughly inspect, examine, approve and test any such drawings / designs or products for errors and or defects. Client shall also ensure through exhaustive testing after manufacture that any such machinery, parts, products or equipment are in all respects fit and suitable for purposes for which they were intended. In the event of the Client failing to thoroughly inspect, examine, approve and test any such machinery, parts, products or equipment the Supplier shall not be held responsible for any failure whatsoever of any such machinery, parts, products or equipment notwithstanding that it has been manufactured from the Suppliers drawings and designs.

**EXTENT AND LIMITS OF LIABILITY (cont.)**

Supplier shall be responsible for correcting any drawing errors without additional charge which the Client identifies provided the errors are agreed with Supplier and are clearly indicated by marking the error / correction on the drawing in an unambiguous way. For the avoidance of doubt drawing errors do not include Client requested amendments which differ from the brief being worked to or quoted against.

The Client shall produce to the Supplier on demand all records and other available information as to the inspection, examination, approval and testing, which have been carried out, on any such machinery, parts, products or equipment.

If any design fails on testing, the Supplier shall make every reasonable effort to vary the design in such a way that an ultimate design to the Client's requirements will be produced, which will not fail of testing. The Supplier shall not however be held responsible for any failure after all reasonable efforts have been made to produce an acceptable design. In the event of the Supplier not being able to produce an acceptable design, the Supplier will nonetheless be entitled to receive payment of all sums due from the Client to the Supplier in respect of agreed contract.

If final delivery includes the supply of electronic files, generated during a project, then it is considered that those files (issued to the Client or to a location instructed by the Client) are the master copies and are deemed under Client control. Under these circumstances the Supplier backup copies are deemed 'secondary' and must not be relied upon by the Client in the event of files being lost, damaged or becoming corrupt whilst under Client control.

Supplier takes no responsibility for the validity of its own backup files should they be called upon for use, unless the electronic files generated during the project did not form part of the supply, therefore making the Supplier copies 'master' (and in such an event of the Supplier's backup being the 'master' copies and called upon for use by the Client, a maximum time limit of one year from the project completion date is applied and only during this time is the Supplier responsible for replacement of electronic drawing files).

Supplier considers confidentiality critical. If the Client prefers the Supplier to destroy backup copies and all related confidential paperwork upon project completion then such a request must be made in writing to the Supplier prior to placement of order. Under such circumstances the Client copies naturally become 'masters'.

Any time scale given by the Supplier for the completion of any contract are given in good faith and the Supplier will not be liable for any failure to complete any design on a specified date and neither shall such failure be deemed to be a breach of contract.

**FEES AND PAYMENTS**

Extra work and expense caused by delay in receiving instructions, delays in building operations, changes to the Client's instructions, phased contracts, bankruptcy or liquidation of the contractor or any other cause beyond the control of the Supplier shall be additionally charged by the Supplier.

The Supplier's fees shall be charged on a time-basis unless otherwise stated or agreed. If the work is to be charged on a fixed fee-basis, the Supplier may charge in addition on a time-basis for any additional work undertaken by the Supplier arising from a variation of the Client's requirements or instructions. Where work is being charged on a time-basis travelling time shall be charged. Where work charged on a fixed or percentage fee is at such a distance that an exceptional amount of time is spent in travelling, additional charges may be made by prior written agreement.

Where any contract is cancelled or postponed on the Client's instructions, or the Supplier is instructed to stop work indefinitely at any time, the contract relating to that order may be deemed to be abandoned and fees on a quantum meruit basis shall be due. In addition the Supplier reserves the right to charge a cancellation fee to be discussed and agreed with the Client at the time of cancellation.

All fees and prices quoted are exclusive of Value Added Tax ('VAT') and are subject to change beyond fourteen days from the quotation date. VAT will be added to all invoices at a rate applicable on the tax point date. Payment is net and strictly within fourteen days from the invoice date unless alternative payment terms are agreed prior to work commencement. Title will remain vested in the Supplier for all goods and / or services provided until all amounts outstanding on any account held by the Client are paid in full. By placing an order with the Supplier, written or otherwise, the Client acknowledges that failure to comply with Suppliers payment terms will result in a cessation of service and an administration fee. Also, interest will be charged at 8% over the Bank of England published Bank rate. Interest will accrue on a daily balance basis from the due date of the invoice until the date of payment but will be calculated and invoiced to the Client account at the end of each month. Interest charges are in line with UK legislation under the EU Directive for the regulation of Commercial Debt.

**LAW**

Only English Law will govern this contract, and the Courts of England will have exclusive jurisdiction. All titles and headings shown in these Terms and Conditions are for convenience only and do not themselves form any part of the contract. If for any reason one clause or sub-clause is not enforceable according to its terms then the others will remain in full force and effect.