

TERMS AND CONDITIONS

1 CONFIDENTIAL INFORMATION Warwick Design Consultants Ltd (the Company) shall not at any time divulge confidential information of its Clients' intentions, production methods or business organisation. It is the Company's responsibility to ensure that all members of its staff are similarly bound to secrecy. The Company shall not release for publication any information about work it is executing or has completed for its Client, either to the press or otherwise unless its client has given express consent.

2 DESIGN RIGHT The Client agrees to waive all rights to the design until such time as the work undertaken is complete and all fees have been paid in full.

3 DESIGN REGISTRATION The Client will be responsible for the cost of registration of the design if he considers it necessary that this protection is obtained.

4 PATENTS Any patentable material arising directly out of the work on the project commissioned will automatically become the property of the Client at such time as the work undertaken is complete and all fees have been paid in full. The Client will pay any costs of protecting such property. The Client acknowledges that while the designer will take all reasonable steps to ensure that his design proposals are original, it will be the Client's responsibility to carry out the patent, copyright and registered design searches to ensure that no infringement of existing industrial property is implicit in the proposed design. The company will assist in the preparation of any necessary drawings or documents on payment of an agreed fee for this work or will provide the necessary information for this work to be carried out elsewhere. While the company will make every effort to ensure that the design proposals it submits are original, the Client agrees, with respect to any design which it decides to put into production or to offer for sale, to indemnify the Company against any claims against the Company for damages, costs and expenses in respect of any infringement of the rights to a patent, trade mark or registered design which is the property of a third party, except that if the Company shall at any time become aware that such an infringement is likely to occur and wilfully fails promptly to inform the Client of such circumstances, the Client shall not be liable to the Company under this indemnity. Furthermore, upon the request of the Client, the Company shall cease any activity pursuant to this contract if in the opinion of the Client at any time there is a significant risk of any such infringement.

5 PUBLICITY The Company shall be entitled to claim authorship of any product manufactured wholly or substantially to its design. The Client may not, however, use the Company's name in connection with any publicity arising out of the project unless specific approval is given by the Company.

6 QUOTATION A quotation is not an offer and any order given in respect of a quotation shall not be binding on the Company until accepted by the Company in writing or an invoice is issued. Quotations for fees are valid for three months from the date of proposal. Quotations not accepted within that time may be subject to adjustment.

7 COMPLETION All timescales indicated for the completion of each stage of the project are estimates only and are not meant to, nor shall they be regarded as a condition of the contract. The Company will, however, use its best endeavours to comply with the completion dates quoted but shall not be liable for failure to complete or deliver by such dates.

8 FORCE MAJEURE Should the Company be prevented from completing or delivering or the Client be prevented from accepting delivery by reasons of any industrial dispute, fire, breakdown or other circumstances beyond their control, the time for completion/delivery shall be extended until the causes preventing completion/delivery or acceptance have ceased.

9 TERMS OF PAYMENT Payment of one third of agreed fee for each stage of the project is due in advance. The remaining two thirds of the agreed fee will be due for payment within 30 days from the date of the final invoice for that stage (as stated on the invoice). Prices quoted are net, and final accounts outstanding for a period in excess of 30 days will be subject to a charge for interest calculated at the rate of 3 per cent over base rate per month. The Company will be under no obligation to proceed to an ensuing stage of the project until all outstanding invoices have been paid in full.

10 EXPENSES The Company reserves the right to charge a handling fee for expenses at the rate of 15 per cent on any items or materials purchased specifically for the project and which are to be charged to the Client. The Company also reserves the right to invoice the Client for these expenses as they occur, rather than at the completion of a stage.

11 CANCELLATION OF A PROJECT Where a contract is postponed or cancelled by the Client, a fee will be charged appropriate to the amount of work carried out on the project before its cancellation, taking into account any forward commitments for the project entered into by the Company. Notice of cancellation will be required in writing.

12 LIABILITY The Client, undertakes with the Company, to carry out testing and examination of the products sufficient to ensure, as far as is reasonably practicable, that the products will be safe and without risks to health when properly used. It is normally the Client's responsibility to take out the appropriate product liability insurance, unless alternative arrangements are specifically agreed.

13 MODIFICATIONS Any modification of, or addition of work to the original brief by the Client during the period of validity of the contract may result in supplementary charges being made. In this event, the Company will advise the Client of the additional costs prior to any modifications or additions being undertaken.

14 ACCEPTANCE OF CONDITIONS These conditions shall be deemed to form part of any order or contract accepted by the Company. Any conditions printed on the Clients order form will not form part of any contract with the Company unless the Company has specifically agreed thereto in writing. Work on each stage of the project will be commenced only upon receipt of written instructions from the Client and the payment of one third of the agreed fee. The receipt of such instructions, or an order to proceed will automatically imply acceptance of the quotation and of these conditions.