

## TERMS AND CONDITIONS

1. Fonteyne Signs and Displays Ltd reserves the right to charge the Client interest on invoices which have not been paid within 30 days of the due date for the payment until payment at 1% above HSBC base rate from time to time.

### Methods of Payment-Credit Accounts and Cash Accounts

2. All cheques shall be payable to Fonteyne Signs and Displays Ltd. In the event of a cheque not being honoured on presentation for whatever reason Fonteyne Signs and Displays Ltd reserves the right to charge £25 as an administration fee for each presentation or re-presentation of the cheque.

## LIABILITY

3. Fonteyne Signs and Displays Ltd will take reasonable care in the handling and processing of all materials belonging to the Client.

4. Subject to paragraphs 5 and 6 below, the liability of Fonteyne Signs and Displays Ltd for loss or damage to the Client's materials, shall be limited to such loss or damage which, at the time the order was placed, could reasonably have been foreseen as likely to arise directly as a result of the loss or of damage to materials.

5. Where original materials are deposited with Fonteyne Signs and Displays Ltd it shall be the Client's responsibility to inform Fonteyne Signs and Displays Ltd of the value of such material either before or when they are placed on deposit. If the client fails so to inform Fonteyne Signs and Displays Ltd, the liability of Fonteyne Signs and Displays Ltd for loss or damage to any such material shall not exceed £50 per item.

6. Where original materials are submitted to Fonteyne Signs and Displays Ltd in the form of computer disks or other electronic or digital erasable media it shall be the responsibility of the Client to maintain their own master copy independently of the material submitted to Fonteyne Signs and Displays Ltd. On computer disk or other electronic or digital erasable media of which the Client does not have another copy, the Client shall inform Fonteyne Signs and Displays Ltd of that fact either before or when the materials are submitted to Fonteyne Signs and Displays Ltd. If the Client fails so to inform Fonteyne Signs and Displays Ltd, Fonteyne Signs and Displays Ltd's liability for loss or damage to any such materials shall not exceed £50 per item.

7. Unless otherwise specifically agreed by Fonteyne Signs and Displays Ltd in writing any date or time given for the completion of an order is a guide only, Fonteyne Signs and Displays Ltd shall not be liable to the Client or any third party for losses arising from delay in completing the order.

## ACCURACY OF SIZE AND COLOUR MATCHING

8. Sizes quoted are nominal. It is the Client's responsibility to inform Fonteyne Signs and Displays Ltd at the time of ordering if any dimensions are critical.

9. The Client must accept that close colour matching is subjective and that totally accurate colour matching to 100% fidelity is rarely possible. However, Fonteyne Signs and Displays Ltd will endeavour to achieve the closest possible colour match within the limitations of materials and processes used. Where accurate colour matching is essential the client shall provide sample materials for use by Fonteyne Signs and Displays Ltd as colour matching guides. Pantone colours will be near matched where possible but ref. numbers must be given in writing.

## COPYRIGHT

10. It shall be the responsibility of the Client to ensure that all materials presented for processing, printing, copying, duplicating, restoration or any other process or reproduction are free from any third party claims for breach of copyright or licence.

11. By placing an order with Fonteyne Signs and Displays Ltd the Client certifies and warrants that:

- a) no copyright exists in the material(s) or
- b) the Client is the owner of the copyright in the material(s) and that any reproduction by Fonteyne Signs and Displays Ltd will not infringe the rights of any existing licensee or
- c) the Client has the valid authority of the copyright owner (or of an existing licensee of the copyright owner) to authorise the reproduction of the material(s) as required by the order.

12. The Client acknowledges that the breach of copyright in the course of trade or business is a civil wrong and a criminal offence under the terms of the "Copyright, Designs and Patents Act 1988"

#### ORIGINAL WORK CREATED BY FONTEYNE SIGNS AND DISPLAYS LTD

13. Where the terms of the order require Fonteyne Signs and Displays Ltd to create original works the copyright in such an image(s) shall be the property of Fonteyne Signs and Displays Ltd in accordance with the "Copyright, Designs and Patents Act 1988".

14. All materials on which original works are created by Fonteyne Signs and Displays Ltd shall remain the property of Fonteyne Signs and Displays Ltd and Fonteyne Signs and Displays Ltd undertake to file and store all such original materials safely and to make them available for future reproduction. Where Fonteyne Signs and Displays Ltd give possession of original materials to the client such original materials shall nevertheless remain the property of Fonteyne Signs and Displays Ltd and shall be given to the client on free loans for the duration of the copyright licence. Prints (whether from negatives, transparencies or digital files) will become and remain the property of the Client. However, the Client acknowledges that ownership of any physical materials such as prints, transparencies or digital files/disks does not imply ownership of the copyright in the images on them (which remains the property of Fonteyne Signs and Displays Ltd in accordance with paragraph 13 above) or any right to reproduce or authorise the reproduction of any such images by any means.

#### ARTWORK

15. The Client shall ensure that artwork sketches and specific copying materials supplied by him or his agents shall be accurate, unambiguous and clearly legible.

16. Proofs may be submitted for Client approval. Fonteyne Signs and Displays Ltd shall not be liable for any errors that have not been corrected by the Client. Client alterations, other than alterations arising from mistakes on the part of Fonteyne Signs and Displays Ltd, may give rise to an extra charge. Equally, additional work caused by omissions or ambiguity in the Clients copy or instructions may also incur an additional charge. In either such case any additional charge shall be such reasonable amount as reflects the additional work which Fonteyne Signs and Displays Ltd has had to undertake.

17. The completed materials produced by Fonteyne Signs and Displays Ltd shall correspond with the description referred to on the Order Form and with any approved sample, illustration, descriptive material or artwork save where such sample, illustration, descriptive material or artwork has been made available by Fonteyne Signs and Displays Ltd for illustrated purposes only.

#### STANDING MATERIALS

18. All materials used in the production or delivery of artworks shall remain the property of Fonteyne Signs and Displays Ltd. Such items when supplied by the Client shall remain and be handled as the Clients property.

## DELIVERY

19. Dispatch of completed materials will normally be by a courier chosen by Fonteyne Signs and Displays Ltd or the Client. Where and when applicable Fonteyne Signs and Displays Ltd will charge for postage, packing and delivery. The carrier shall be deemed to be the agent of the Client and Fonteyne Signs and Displays Ltd shall not be liable for any loss or damage occurring while the completed materials are in transit.

20. The Client shall inspect the completed materials on delivery and shall within one working day of delivery notify Fonteyne Signs and Displays Ltd of any alleged defect, shortfall in quality, damage or failure to comply with description or sample. If the client so notifies Fonteyne Signs and Displays Ltd it shall return the completed materials together with all associated paperwork and packaging to Fonteyne Signs and Displays Ltd within 5 days of the said notification. If the Client shall fail so to notify Fonteyne Signs and Displays Ltd the completed materials shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the completed materials and the Client shall be deemed to have accepted the completed materials.

## LIEN AND RETENTION OF TITLE

21. Fonteyne Signs and Displays Ltd shall have a right to retain all of the Client's materials in its possession and shall reserve the right to retain any such materials until all monies due and payable have been received.

## POSTAGE, PACKING AND DELIVERY

22. All print orders posted are packed and sent either first class mail, special delivery, registered post at an extra charge. Where couriers are employed, charges will be invoiced accordingly.