

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1 "Embryonex Communications" means Embryonex Communications Limited (registered in England No. 4137318)
- 1.2 "Conditions" means the terms and conditions of business set out in this document and any special terms and conditions agreed in writing by Embryonex Communications.
- 1.3 "Customer" means the person or company whose name is set out in documents attached.
- 1.4 "Services" means the service of supply by Embryonex Communications to the customer set out in documents attached.
- 1.5 "Price" means the price to be paid by the Customer for the Services (excluding VAT).

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all contracts for the supply of Services by Embryonex Communications to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Services shall be deemed to be an offer by the Customer to purchase the Services pursuant to these conditions.
- 2.3 Any variation to these Conditions (including any special terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by Embryonex Communications.

3. PRICE AND PAYMENT

- 3.1 The Price shall be Embryonex Communication's written quoted price or the price set out overleaf. Embryonex Communications will not be bound by any Price quoted on the telephone.
- 3.2 Payment of the Price together with VAT shall be due 30 days after the invoice date. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 21/2% above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 3.4 Any goods delivered remain the sole property of Embryonex Communications Limited until full payment is received.

4. PROOFS

- 4.1 No responsibility will be accepted by Embryonex Communications for errors whether typographical or otherwise where the Customer does not require a proof for approval. An extra charge will be made for corrections, amendments, alterations in style or content.
- 4.2 In all cases where proofs are submitted for approval, it is the Customer's responsibility to ensure that any copy is correct. Embryonex Communications accept no responsibility for any errors in proofs which have been approved by the Customer. Amendments on or after proof, including alterations in style, will be subject to additional charges.

5. CUSTOMER'S ARTWORK

- 5.1 Customer's artwork and other property supplied to Embryonex Communications by or on behalf of the Customer will be held and worked upon at the Customer's risk.
- 5.2 All artwork supplied by Customers will be deemed as correct, unless specific details of any amendment are supplied in writing to Embryonex Communications.
- 5.3 Where artwork is supplied by a Customer on a disk, Embryonex Communications will accept no responsibility for errors that may occur either through operator error during origination or incompatibility of systems or software. It is the sole responsibility of the Customer to ensure that all relevant information is submitted with the disk, including file names, fonts, programs, versions, graphics, tints, laser copies and other matters.

6. CUSTOMER'S OWN MATERIAL

- 6.1 Embryonex Communications reserve the right to reject any materials supplied or specified by the Customer which at Embryonex Communications sole discretion it considers to be unsuitable.
- 6.2 Embryonex Communications reserve the right to make additional charges for any additional costs incurred if such materials are found to be unsuitable during the provision of the Services.
- 6.3 Embryonex Communications will not accept liability for unsatisfactory results caused by inferior or unsuitable photographic originals and it shall be the Customer's responsibility to ensure that originals submitted are suitable for the Services to be provided. Whilst Embryonex Communications make every effort to obtain the best colour reproduction, it shall not be required to guarantee an exact match in texture or colour between the Customer's original, whether photograph or transparency, and the finished article.

7. DELIVERY

- 7.1 Embryonex Communications will use all reasonable efforts to ensure that completion of the Services takes place within time - scales quoted.
- 7.2 Should any delays occur during the provision of the Services or work be suspended by the Customer for a period of 30 days, Embryonex Communications shall be entitled to payment for work already carried out, materials specially ordered and any costs incurred.
- 7.3 Delivery of work following completion of the Services shall be to the Customer's address and shall be accepted when tendered.

8. COPYRIGHT

- 8.1 The ownership of and sole right to the copyright or design right in any design prepared by Embryonex Communications for the Customer pursuant to the Services shall be vested in Embryonex Communications, which shall be at liberty to effect such protection of the design as it may deem appropriate.
- 8.2 Embryonex Communications may, at its absolute discretion, assign to the Customer any copyright or design right for such fee as Embryonex Communications, in its absolute discretion, deems appropriate.

9. PRODUCTION MATERIALS

- 9.1 All materials used by Embryonex Communications in providing the Services, for example plates, negatives, films, typesetting, computer disks, shall remain the property of Embryonex Communications.
- 9.2 Unless arrangements have been made in writing to the contrary, all materials may be destroyed by Embryonex Communications once the Services have been supplied.

10. INDEMNITY

- 10.1 The Customer shall ensure that it has full authority to reproduce any material in which copyright exists and Embryonex Communications reserves the right to refuse to undertake any work which infringes or appears to infringe the copyright of the third party.
- 10.2 The Customer shall fully and effectively indemnify Embryonex Communications against any actions, claims, demands, costs, charge or expense arising from, or incurred by reason of any infringement or alleged infringement of any copyright, letters patent, registered design, trademark or trade name or any other intellectual property rights protected in the United Kingdom or elsewhere and against all costs and damages which Embryonex Communications may incur in any action for any infringement for which Embryonex Communications may become liable.

11. LIABILITY

- 11.1 Embryonex Communications liability in respect of the Customer's own materials supplied shall be limited to the value of the materials only.

12. LIMITATION OF LIABILITY

- 12.1 Save as provided elsewhere, in these Conditions and except where Services are provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), Embryonex Communications shall have no liability to the Customer in respect of any defect in the goods or the breach of contract of whatsoever nature or failure to provide the Services whether default or negligence on the part of Embryonex Communications, its employees, sub-contractors or agents, and all conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, in relation to the use of reasonable care and skill in providing the Services.
- 12.2 Without prejudice to the generality of the foregoing, Embryonex Communications shall not be liable to the Customer hereunder in contract tort or otherwise howsoever, including any liability for negligence for any loss of revenue, business, anticipated savings or profits or for any indirect or consequential loss whatsoever or howsoever arising.
- 12.3 Where goods are sold or Services are provided under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by the terms and conditions hereof.

13. FORCE MAJEURE

- 13.1 Embryonex Communications shall be under no liability due to their inability to carry out completely the Services for any reason beyond its control, including acts of God, legislation, war, fire, flood, drought, failure of power, machine failure or breakdown, or lockout, strike or other action taken by employees in contemplation of a dispute, or owing to an inability to procure materials required to fulfill the contract.

14. RELEVANT LAW

- 14.1 These Conditions and any contract of which they form part shall be governed by English law and any dispute arising out of or in connection with these Conditions shall be determined by the English courts.