

**JUPITER VISUAL COMMUNICATIONS LIMITED**  
**TERMS & CONDITIONS FOR THE SUPPLY OF GOOD AND SERVICES**

**1 SCOPE OF CONTRACT**

- 1(a)** These terms and conditions ("**Conditions**") cover the supply of goods and services ("**Services**") by Jupiter Visual Communications Limited (JVC) to its client ("**Client**"), whether supplied separately or as part of a project ("**Project**"). All goods and services supplied by JVC are subject to these Conditions. Unless specifically provided and agreed by both parties in writing, all other Projects and conditions and/or warranties shall be excluded from any contractual arrangement between JVC and its Client.
- 1(b)** The Client of JVC shall request the provision of goods and services in relation to each project ("**Project**") to which the Services are to be provided by JVC. Both parties shall then agree a project sheet ("**Project Sheet**") setting out the commercial and financial aspects of the Project. The Project Sheet will, without limitation, set out the scope of the Project, the Services to be carried out, the timing of the Project and the charges payable by the Client. When agreed and signed by an authorised representative of each party, the Project Sheet together with these Conditions shall become a contract binding on the parties.
- 1(c)** The Project Sheet together with these Conditions shall represent the entire agreement between the parties in relation to a Project (the "**Contract**"), and the Client accepts and agrees that it has not relied on any other statement, representation, warranty or undertaking (whether written or oral) in relation to the Project. Furthermore the Client unconditionally waives any rights it may have to claim damages against JVC for any misrepresentation or misstatement or for breach of any warranty or undertaking made or given prior to the Contract unless such statement, representation, warranty or undertaking was made fraudulently or unless the statement, representation, warranty or undertaking is separately stated and agreed in writing and signed by an authorised representative of JVC. Any variations to a Contract shall have no effect unless expressly agreed in writing and signed by an authorised representative of JVC.
- 1(d)** In the event that there is any conflict between the Projects in these Conditions and the provisions of the Project Sheet, then the provisions of the Project Sheet shall prevail and take precedence.

**2 CHARGES AND PAYMENT**

- 2(a)** The Client shall pay JVC's charges and third party costs including without limitation all costs of delivery of all Goods as set out in the Project Sheet. Unless otherwise agreed in writing, all charges are quoted exclusive of VAT and are payable in pounds sterling.
- 2(b)** The Client agrees to reimburse JVC for all expenses (including travel, hotel and other out of pocket expenses) and any third party costs reasonably incurred by JVC in connection with the Services.
- 2(c)** Unless otherwise agreed by JVC in writing, payment shall be due and payable within 30 days of the date of invoice, which, subject to Clause 2(d) below, JVC shall submit on the completion of the Project (except that when the Completion Date has been postponed at the request or default of the Client, JVC shall submit its invoice at any time on or after the scheduled completion date of the Project).
- 2(d)** Where the Services in relation to a Project are to be performed in stages JVC may submit an invoice on the completion of each stage separately and the Client shall pay such invoices in accordance with these Conditions.
- 2(e)** No disputes arising under the Contract or delays, otherwise than due to default by JVC, shall interfere with payment being made in full by the Client to these terms.
- 2(f)** If the Client shall fail to pay sums due, JVC shall be entitled to cease without notice the provision of Services under any contract or contracts between JVC and the Client then current, as well as charge interest on any amount outstanding at the rate of 4% per annum above the base rate of Barclays Bank plc and to sue for all outstanding sums for Services as defined in these terms and conditions.

**3 PERFORMANCE**

- 3(a)** JVC shall use its reasonable endeavours to complete the Services, (including delivery of all Goods) but this cannot be guaranteed. The Client shall have no right to damages for failure for any reason to meet any completion time stated.
- 3(b)** Delivery of all Goods shall be given and taken at JVC's premises unless JVC has agreed in writing to arrange transport of such goods in which case delivery shall occur when they arrive at the designated place of delivery.
- 3(c)** The date for completion of the Services shall in every case be dependent upon timely receipt of all necessary information, final instructions and approvals from the Client. JVC shall not be liable for any delays caused by any act or omissions of the Client.
- 3(d)** Failure by the Client to accept any Services partially performed in accordance with the Contract shall entitle JVC to treat the Contract as repudiated by the Client either in whole or in part.
- 3(e)** JVC will seek to comply with reasonable and timely requests by the Client for postponement of the completion of the Services but shall be under no obligation to do so. Where completion is postponed, otherwise than due to default by JVC then the Client shall pay all costs and expenses resulting from such postponement.

**4 RISK AND TITLE**

- 4(a)** Risk shall pass to the Client at the time when the Goods leave the premises of JVC unless separately agreed in writing by JVC.
- 4(b)** Title to the Goods shall only pass to the Client if the Client has paid to JVC all sums including any default interest due to JVC under the Contract and under all other Contracts between JVC and the Client including any sums due under contracts made after the Contract..
- 4(c)** JVC may recover Goods in respect of which title has not passed to the Client at any time and the Client irrevocably licences JVC, its officers, employees and agents to enter its premises for the purposes either of satisfying itself that Clause 4(d) below is being complied with by the Client or of recovering any Goods in respect of which title has not passed to the Client.
- 4(d)** Until title to the Goods has passed to the Client under these Conditions it shall possess the Goods as fiduciary agent of JVC. If JVC so requires, the Client shall store the Goods separately from other Goods and shall ensure that they are clearly identifiable as belonging to JVC.

**5 CANCELLATION**

Cancellation will only be accepted and agreed to by JVC on condition that all costs and expenses incurred by JVC up to the time of cancellation and all loss of profits and other loss or damage resulting to JVC by reason of such cancellation will be settled immediately by the Client to JVC.

**6 VARIATION**

- 6(a)** No variations to the Services required by the Client shall be binding on JVC unless specifically agreed by JVC and the Client in writing, including, as part of such agreement, any change to the charges for the Services arising in consequence of the variation to the Services.
- 6(b)** If JVC agrees to any such variation, any dates quoted for completion of the Services shall be extended accordingly.

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**7 PERFORMANCE**

- 7(a)** JVC shall provide the Services with reasonable levels of skill and care.
- 7(b)** If the performance of the Services is such as could (subject to these Conditions) entitle the Client either to claim damages, repudiate the Contract or to reject the Services the Client shall first request JVC to rectify the Services (including, where relevant, replacing any defective Goods) and JVC shall then be entitled at its option to perform works of rectification free of cost and within a reasonable time or to repay the price of the Services in respect of which the complaint is made in full settlement of any claim.
- 7(c)** If JVC does so effect rectification under Condition 7(b), the Client shall be bound to accept such rectification and JVC shall be under no liability in respect of any loss or damage of whatever nature arising from the initial performance of the Services or from the delay before the rectification is effected.
- 7(d)** In the case of Goods not manufactured by JVC, no assurance or guarantee shall be given by JVC that the sale or use of the Goods will not infringe the patent, copyright or other industrial property rights of any other person, firm or company and the obligations of JVC relating to defects in such Goods are limited to the guarantee (if any), which JVC receives, from the manufacturer or supplier of such goods.

**8 LIMITATION OF LIABILITY**

- 8(a)** This Contract sets out the entire liability of JVC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of a) breach of these Conditions and b) any tortious act or omission including negligence arising under or in connection with this Contract.
- 8(b)** Except as expressly provided in this Contract JVC gives no warranties or representations of any kind. All warranties, conditions and other Projects implied by statute or common are, to the full extent permitted by law, excluded from this Contract.
- 8(c)** Nothing in this Contract excludes or limits the liability of JVC for death or personal injury caused by JVC's negligence, or for fraud or fraudulent misrepresentation.
- 8(d)** Subject to Clause 8 (c): JVC's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with each Project shall not exceed the contract charges for that Project; and in no circumstances whatsoever shall JVC be liable to the Client for any loss of profits, goodwill or business opportunity (whether direct or indirect) or for any indirect, special or consequential loss.

**9 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 9(a)** All intellectual property rights in the designs, drawings, documents, confidential records, computer software and any other information supplied by JVC in the course of the Services shall vest in JVC. The Client shall only use the designs, which are the subject of the Services for the specific purpose set out in the Project Sheet. The Client shall not, without the specific written consent of JVC, use such designs for any other purpose, or give away, loan, exhibit or sell any other drawings, documents, records, computer software or other information, or use the same in any way other than in connection with the Services in respect of which they have been issued.
- 9(b)** JVC shall refrain from using any designs, which result from the performance of the Services for the Client for the purposes of any third party or in the performance of the Services for any third party.
- 9(c)** All claims for alleged infringement of patents, trademarks, registered designs, design right or copyright received by the Client relating to the Services must be notified immediately to JVC. If requested by JVC, JVC shall be entitled to have conduct of any proceedings relating to any such claim in such manner as JVC thinks fit and the Client will provide to JVC such reasonable assistance as JVC may request. The cost of any such proceedings will be borne by JVC.

**10 CUSTOMER'S DESIGNS AND SPECIFICATION**

- 10(a)** The Client shall be solely responsible for ensuring that all designs, drawings, specifications, photographs, information, advice and recommendations given to JVC for the purpose of performance of the Services, either directly or indirectly by the Client or by the Client's consultants or advisers, are accurate, correct and suitable. Examination or consideration by JVC of such designs, drawings, specifications, information, advice or recommendations shall not limit the Client's responsibility.
- 10(b)** The Client shall indemnify JVC from and against all action, claims, costs and proceedings which arise due to the manufacture of Goods or performance of Services by JVC being in accordance with designs, drawings or specifications provided by the Client if such designs, drawings or specifications are inaccurate or contain design defects or if they infringe or are alleged to infringe a patent, copyright, registered design, design right or design copyright or other right of any third party.
- 10(c)** JVC reserves the right to alter the dimensions or composition of the Goods supplied to conform to applicable standards or laws or otherwise within reasonable limits.

**11 SAMPLES**

- 11(a)** JVC does not guarantee the suitability of materials or the design of Goods made to the Client's requirements and differing from JVC's standard specifications even if the purpose for which the Goods are required is known to JVC.
- 11(b)** JVC does not accept responsibility for the safe-keeping and condition of the Client's samples, designs, drawings and the like whilst they are in JVC's possession whatever the circumstances may be in which they are lost, broken or damaged and the Client shall make its own insurance arrangements for such items.
- 11(c)** Where materials are supplied by the Client to JVC or any sub-contractor of JVC, such materials shall remain at the risk of the Client at all times and JVC shall not be liable for the loss of, or damage to, any material during fabrication by JVC or whilst stored on the premises of JVC or whilst in transit to and from the premises by JVC.

**12 TERMINATION**

- 12(a)** Unless otherwise agreed in writing between the parties, the Contract will terminate immediately upon completion of the Services or upon cancellation of the Project by the Client.
- 12(b)** Either party may terminate the Contract immediately on notice without prejudice to any other right or remedy available to it if: a) the other party is in material breach of a material provision of the Contract and in the case of a breach capable of remedy, fails to remedy such breach within 10 days of receipt of written notice requesting such breach to be remedied; b) the other party shall be come bankrupt or shall be deemed to be unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986 or shall compound with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the other party (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of its assets or undertaking.

**13 FORCE MAJEURE**

JVC shall be under no liability for any failure to perform any of its obligations under the Contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside the control of JVC.

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**14 SITE ATTENDANCE**

If JVC attends, or arranges for an attendance to be made, at the Client's premises or the premises of any third party for any reason connected with the Contract, the Client shall indemnify JVC in respect of all claims made or proceedings taken against JVC (and associated legal costs incurred by JVC) by any person, firm or company, including employees and sub-contractors of JVC, or of the Client or of any contractor employed by the Client (or their personal representatives), whether in respect of death, personal injury or damage to property arising directly or indirectly from the attendance at such premises except only in so far as such claims are caused by a negligent act or omission on the part of JVC.

**15 ASSIGNMENT**

The Contract is entered into between JVC and the Client, as principals and the Client shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of JVC. JVC shall be entitled to sub-contract the whole or part of its obligations under the Contract and to assign its interest in the Contract.

**16 SEVERABILITY**

If any of the provisions of these Conditions shall be or become void in whole or in part, the remaining provisions shall remain valid and enforceable.

**17 WAIVER**

**17(a)** A failure by JVC to exercise, or a delay in exercising, any right or remedy under these Conditions shall not constitute a waiver of that right or remedy or a waiver of any other rights or remedies which JVC may otherwise have and no single or partial exercise of any right or remedy under these Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

**17(b)** Any waiver by JVC of a breach of any of the Projects of this Contract or of any default under this Contract shall not be deemed a waiver by JVC of any subsequent breach or default and shall not affect the other Projects of this Contract.

**18 THIRD PARTY RIGHTS**

A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions. Any right or remedy of a third party, which exists or is available apart from the Act, is not affected.

**19 LAW AND JURISDICTION**

The parties agree that any disputes arising or in any way connected with the subject matter of this Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and in the case of proceedings issued against JVC shall be subject to the exclusive jurisdiction of the English courts only.