

## terms & conditions of business

### 1 Conditions applicable

**1.1** These conditions shall apply to all design or consultancy services or for the sale of goods by KWD to or for 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.

**1.2** All requests for design or consultancy services or orders for goods shall be deemed to be an offer by the customer to purchase those services or goods pursuant to these conditions.

**1.3** Acceptance of delivery of any draft or published designs, advice pursuant to the consultancy or delivery of goods shall be deemed conclusive evidence of the customer's acceptance of these conditions.

**1.4** Any variation to these conditions (including any special terms and conditions agreed between the parties) shall have no effect unless agreed in writing by KWD.

### 2 The price and payment

**2.1** The price shall be the price quoted by KWD. The price is exclusive of VAT which shall be due at the rate ruling on the date of the invoice submitted by KWD.

**2.2** Payment of the price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.

**2.3** Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

**2.4** If the customer fails to make any payment on the due date then without prejudice to any other rights KWD may suspend or cancel deliveries of any designs or other articles due to the customer.

### 3 Intellectual property

Subject to any agreement to the contrary (which shall be evidenced in writing pursuant to clause 1.4 hereof) all vested contingent and future rights of copyright and all rights in the nature of copyright design right or other intellectual property including all accrued rights of action and all other rights of whatever nature in and to any designs by KWD whether now known or in the future created to which KWD is now or may at any time hereafter be entitled shall as between the parties be the property of KWD. We also reserve the right to display any work completed on our website.

### 4 Draft designs

Draft designs artwork and visuals of any kind ("the designs") submitted by KWD to the customer for approval remain the property of KWD. Where the designs have been submitted in computer-readable format ("the format") the following conditions apply:

- use of the format will be limited to one computer
- the computer must be under the customer's control
- transfer of the format from one computer to another is strictly prohibited
- the making up of backup or other copies of the format is strictly prohibited
- use of the format shall be limited to the purposes of approving the design or designs contained in it and
- transfer of the format on a permanent basis to another person is strictly prohibited
- the distribution rent loan lease sub-license or other dealing in the format is strictly prohibited.

#### YOU MAY NOT, NOR PERMIT OTHERS TO:

- 4.1** use copy or transfer the format except as permitted by these terms and conditions.
- 4.2** distribute rent loan lease sub-license or otherwise deal in the format.
- 4.3** alter adapt merge modify or translate the format in any way for any purpose including without limitation for correction.
- 4.4** remove change or obscure any product identification or notices of proprietary rights and restrictions on or in the format.

### 5 Retention of title

**5.1** Title to any goods shall be at the customer's risk as from delivery.

**5.2** In spite of delivery having been made property in the goods shall not pass from KWD until:

- 5.2.1** the customer shall have paid the price plus VAT in full and
- 5.2.2** no other sums whatever shall be due from the customer to KWD
- 5.2.3** until property in the goods passes to the customer in accordance with the preceding clause the customer shall hold the goods and each of them on a fiduciary basis as bailee for KWD.

Vat to be added, terms 28 days

