

**HIEROGRAPHICS LIMITED
STANDARD CONDITIONS OF SALE - WEB WORK**

1. GENERAL

- 1.1 These conditions apply to all present and future transactions for the supply of services by Hierographics Limited ("the Company") to the exclusion of any terms and conditions stipulated by the Customer in any other agreement.
- 1.2 These conditions, the quotation and the invoice constitute the entire agreement between the Company and the Customer for the supply of services. The Business employees or agents of the Company are not authorised to make any representations concerning the services unless confirmed by the Company in writing. The Customer acknowledges that it does not rely upon and waives any claim for breach of any representations which are not so confirmed.
- 1.3 These conditions may not be varied other than in writing by a Director of the Company.

2. DEFINITIONS

"Work" means the work which the Company has agreed to carry out or the services which the Company has agreed to carry out in the quotation and shall include the supply to the Customer of any website, domain name, artwork, or any other goods or services.

3. SUPPLY

- 3.1 On receipt by the Company of acceptance of the quotation by the Customer the Company agrees to accept the work in accordance with the quotation.
- 3.2 Any advice or recommendation given by the Company to the Customer as to the application or use of the Work is followed or acted upon entirely at the Customer's own risk and the Company shall not be liable for any consequences arising from any such advice or recommendation

4. DELIVERY & PAYMENT

- 4.1 Delivery of work shall be accepted when tendered and thereon or if earlier on notification that the work has been completed, payment shall become due.
- 4.2 On receipt by the Company of acceptance of the quotation by the Customer the Company agrees to accept the work in accordance with the quotation.
- 4.3 Any advice or recommendation given by the Company to the Customer as to the application or use of the Work is followed or acted upon entirely at the Customer's own risk and the Company shall not be liable for any consequences arising from any such advice or recommendation.
- 4.4 Unless otherwise specified the price is for delivery of the work to the Customer's address as set out in the quotation. A charge may be made to cover any extra costs involved for delivery to a different address.
- 4.5 Should expedited delivery be agreed the Company reserves the right to charge an additional sum.
- 4.6 Any dates quoted for the completion of Work by the Company are approximate only and the Company shall not be liable for any delay howsoever caused.

5. TERMS

- 5.1 The Company shall be entitled to invoice the Customer for all work undertaken on or at any time after payment shall become due.
- 5.2 Payment shall unless otherwise agreed in writing be made in full without any deduction or set-off within 30 days of the date of the invoice.
- 5.3 Interest shall be payable by the Customer on overdue accounts at the rate of 8% above bank base rate to run from the invoice tax point until receipt by the Company of the full amount whether before or after judgment.

6. WEB SITE LINK

- 6.1 The Customer shall allow the Company when carrying out the work to permanently insert into the source code comments the Company's name, author's name, URL, and contact telephone number.
- 6.2 The Customer shall allow the Company after completing the Work to permanently insert into the Company's own website a link to the work from the Company's own website.

7. CANCELLATION OR DELAY

- 7.1 Should the Customer change, reject, cancel or stop any or all of the provisions contained in the quotation then the Company shall be entitled to charge for all or any work already carried out in accordance with the terms of the quotation or any further instructions from the Customer including labour and any other additional costs, charges or expenses incurred by the Company as a result of the cancellation.
- 7.2 Should Work be suspended at the request of or delayed through any default of the Customer for a period of 30 calendar days, the Company shall then be entitled to payment for all or any work already carried out in accordance with the terms of the quotation or any further instructions from the Customer including labour, materials used or specifically ordered on the Customer's behalf and any other additional costs including storage.

8. OWNERSHIP & RISK

Services supplied by the Company remain the Company's property until the Customer has paid for them and discharged all other debts owing to the Company in particular all files used in the production of client websites remain the property of the Company until full payment is received. The Company reserve the right terminate the hosting (if provided) or remove all files from webspace if hosting is not provided of any client website if full payment is not received within the terms of invoice.

9. LIMITATIONS OF LIABILITY

- 9.1 While the Company makes reasonable endeavours to carry out its obligations, the Company shall not be liable in contract or tort or under any head of legal liability for any damages costs claims expenses or interest arising out of the performance or alleged non-performance of work to be undertaken in accordance with the quotation or these terms and conditions by the Company and in particular (without limiting the foregoing) shall not save where otherwise required by law or Order of the Court accept liability for:
- (a) consequential loss or damage of any kind including loss of turnover, sales, revenue or profits unless the type of loss or damage was specifically drawn to the attention of the Company at the date of the quotation.
- (b) any claim for an amount in excess of the agreed price.

- 9.2 Insofar as is permitted by law where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect. Where the Company performs its obligations to rectify defective work under this condition the Customer shall not be entitled to any further claim in respect of the work done nor shall the Customer be entitled to any further claim in respect of the work done nor shall the Customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further deliveries.

10. SPECIFICATIONS AND COPYRIGHT

- 10.1 The Customer shall be responsible for ensuring the accuracy of any specifications submitted by the Customer and for supplying any specifications or information relating to the Work within a sufficient time to enable the Company to complete the Work in accordance with its terms.
- 10.2 The Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of any claim for infringement of Patent, Copyright, design, Trademark or industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
- 10.3 The Customer shall ensure that any necessary permissions, authorisations, licences or consents are obtained at its own expense prior to the Work being carried out and shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with any claim arising as a result of the Customer's failure to obtain any such permissions.
- 10.4 Copyright/ownership of the product is retained by the Company until payment is made in full at the contracted price.
- 10.5 The Customer shall continue to own sole copyright of any text or graphics provided to the Company in connection with the Work that are unique and exclusive to the Customer once the above has been settled.
- 10.6 The Company shall own and continue to own sole copyright of any language, HTML, java script, meter content or key words, graphics, scripts or other creative work produced by the Company as part of the works. Upon receipt of the final payment due under the terms of the quotation the Customer shall received ownership of any text, images and custom built scripts within the website.
- 10.7 Should the Customer wish to move/change any of the scripts in the SSI/core holder of the website they must first purchase licences for each script to be used.
- 10.8 The Company shall own the licences of all components used within the website (such as J-Mail, ASP Upload & ASP JPEG).

11. INSOLVENCY

Without prejudice to other remedied, if the Customer become insolvent (that is if it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it) the Company shall have the right not to proceed further with any work for the Customer and shall be entitled to charge for work already carried out (whether completed or not) and material purchased for the customer, such charge to be an immediate debt due to him Any unpaid invoices shall become immediately due for payment.

12. CONFIDENTIALITY

The Customer shall keep in confidence any information of a confidential nature relating to the quotation obtained from the Company and must not disclose such information to any other purchaser without the Company's prior written consent provided that this restriction does not apply to information which is :

- already in the public domain;
- lawfully obtained from a third party which is free to disclose
- required to be disclosed by law or a competent authority
- in the lawful possession of the Customer prior to disclosure

The restrictions in this paragraph shall survive the termination or expiry of this contract.

13. DOMAIN NAME REGISTRATION

- 13.1 The Company does not carry out any investigation as to whether the Customer is entitled to register or have any rights in the Domain Name. By registering the Domain Name the Company are not acknowledging that the Customer has any rights in the name comprised in the Domain Name and the Company is not authorising the Customer to use the Domain Name in the course of trade. Whilst the Company shall use its reasonable endeavours to register any requested Domain Name it is unable to guarantee registration of the same. Confirmation of registration shall be given by the Company to the Customer as soon as possible. Until that time the Customer cannot assume that registration has been effected.
- 13.2 The Company accepts no on-going responsibility for re-registering the Domain Name after the initial registration period has expired, nor does it accept responsibility for ensuring that the Domain Name remains in force during the initial registration period.
- 13.3 The Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection, or paid or agreed to be paid by the Company in settlement of any claim for infringement of the rights of any third party in applying for the internet Domain Name or for acting for the Customer in connection with such application.
- 13.4 The Company acts as the Customers agent only. The Contract for registration of the Domain Name shall be or shall deemed to be between the Customer and the naming authority. The Customer shall be bound by the terms and conditions of the [naming authority] (i.e. Nominet) a copy of the Nominet Terms and Conditions are attached.

14. FORCE MAJEURE

The Business shall not be liable in respect of any shortage or failure to supply where such shortage of or failure is due to act of God or any other reason beyond the control of the Business and the Business in such circumstances will not be liable in respect of any consequential loss to the Client.

15. LAW

These conditions shall be governed by the law of England.