



## Standard Terms and Conditions of Sale

1. Understanding
  1. Any proposal or estimate or quotation offered by Array Design & Illustration is based on our knowledge and understanding of the Client's requirements. If as a result of any scoping or specification which Array Design & Illustration or its appointed agents may undertake or by any other means we become aware that the Work to be delivered varies significantly from the prevailing understanding we will inform the Client at the earliest reasonable opportunity. Any such variations may affect the scope delivery schedule and or cost of the project
2. Warranties
  1. Array Design & Illustration warrants that it will perform the contracted services with reasonable care and skill and that services and goods supplied under this agreement shall be fit for the purpose defined in the specification and will so far as is reasonably practicable comply with the prevailing specification.
  2. Array Design & Illustration does not warrant that the operation of any equipment or systems including but not limited to software or computer hardware or components provided under this agreement will be uninterrupted or error free.
  3. Array Design & Illustration warrants to rectify free of charge any errors or failures in the function of software provided by us and falling within the agreed specification for a period of 30 days following its acceptance by the Client. This warranty shall not apply if the equipment configuration upon which the software operates is modified by any party not under our direction or if the Client or their agents have modified the software except by prior written agreement.
3. Intellectual Property
  1. Any material or systems or software created by Array Design & Illustration or its agents remain the copyright of Array Design & Illustration or its agents respectively and may not be commercially reproduced or resold unless by prior agreement with Array Design & Illustration.
  2. Array Design & Illustration grants the Client the right to use any material or systems or software created by Array Design & Illustration or its agents provided within the specification and scope of the Work subject to the terms or limitations for its use as set out in any proposal or quotation relating to the Work and agreed by the Client.
  3. Array Design & Illustration is not responsible for any copyright infringements caused by or relating to materials provided by the Client or its agents. Array Design & Illustration reserves the right to refuse acceptance of any material over which copyright may apply unless adequate proof is provided to us of the right to use such material.
  4. The Client shall not be permitted to sub-license or rent or loan or create derivative works based on the whole or any part of the Works supplied by us under this agreement without prior written agreement with Array Design & Illustration.
4. Confidentiality
  1. All trade or professional information other than information in the public domain given to any of the parties or their respective employees by the other shall remain the property of the party giving that information.
  2. Each of the parties agrees to use all reasonable means to prevent the disclosure of any trade or professional information not in the public domain to any third party or to any of its employees or agents other than that required to carry out the Work to which this agreement applies.
  3. Array Design & Illustration or its agents shall not be liable for any loss or consequence arising from the disclosure of any information provided by the Client its agents or third parties for the purpose of carrying out or becoming incorporated into the Work where the Work is intended for publication.



5. Termination

The contract may be terminated forthwith

1. by Array Design & Illustration if the Client fails to pay any sum due pursuant to the contract within seven days of the final due date provided that written notice has been supplied
2. by any party if the other commits any material breach of any term of the contract and which shall not have been remedied within sixty days of a written request to remedy the same
3. by any party if the other ceases to trade or becomes insolvent or similar.

6. Limitations of Liability

1. Array Design & Illustration's liability for monetary or other remedies will not exceed the total of the charges paid by the Client to Array Design & Illustration for the services provided under this agreement. In no event shall Array Design & Illustration be liable to the Client for any consequential incidental indirect or special damages under any circumstances even if Array Design & Illustration has been advised of the possibility of the same except that which it is unlawful to exclude.
2. Array Design & Illustration does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Array Design & Illustration its employees or agents or authorised representatives.

7. Payment Terms

1. All prices quoted are exclusive of VAT.
2. Invoicing for goods material and services is to be made in accordance with an agreed schedule. Where no such agreement exists then the issuing of invoices shall be at our discretion.
3. Payment of our invoices by the Client is due within 30 days of the date shown on the invoice.
4. If any sum payable to Array Design & Illustration in relation to this agreement is in arrears for more than 30 days after the due date then Array Design & Illustration reserves the right without prejudice to any other right or remedy to charge interest on such overdue sum on a day to day basis from the original due date until paid in full at a rate of 3% above HSBC Plc's base lending rate in force from time to time.
5. All goods material and equipment provided by Array Design & Illustration under this agreement shall remain the property of Array Design & Illustration until paid for in full by the Client.

8. Governing Laws

1. These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.