



Arcimedia Full Terms and Conditions of Supply

These terms and conditions will apply to and govern all Contracts under which Arcimedia, its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any Terms and Conditions of the Client, whether referred to in the Client's order, or in correspondence and elsewhere, or implied by Trade Custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these Terms and Conditions shall be effective unless previously agreed in writing.

1.Payment

The Client shall pay 25% of the agreed Contract price upon acceptance of the Client's order, and the remainder within 30 days of invoice date.

2. Cancellation

Should the Client wish to cancel their order prior to the delivery of materials, the client shall pay a percentage of the Contract price in proportion to the amount of activity so far undertaken by Arcimedia.

3.Delivery

Delivery of materials or execution of activities mentioned in any quotation or acknowledgement of orders shall be either upon the contracted for date, or else within a reasonable time thereafter.

4.Pricing Terms

Arcimedia reserve the right to revise the quotation terms should the Client's order change to a significant degree, either through alteration or appendage to the original Contract. Arcimedia will endeavour to engage in full dialogue over the reasons and results of such a revision.

5.Ownership of Copyright

Copyright of all material originated by Arcimedia, either in the form of pre-contract documentation or as text, images, research or electronically stored code for the manipulation, transmission and presentation of information, remains vested in Arcimedia.

6.Client Copyright

All information or material supplied to Arcimedia by the Client in furtherance of the execution of the Contract, will be deemed to be the Client's copyright unless the Client advises otherwise.

7.Fitness for Purpose

The Client is deemed to have accepted the material supplied to it by Arcimedia, as being satisfactory in quality and fit for the purpose, where Arcimedia has received no notification to the contrary within 30 days of delivery. The Client is also deemed to accept material as being satisfactory in quality and fit for the purpose, where such material is used by the Client, incorporated in the Client's own products or services, or where the advice, opinions or findings contained in such material are acted upon, within 30 days of its delivery.

8.Liability

Arcimedia shall under no circumstances whatever be liable in Contract or otherwise for any loss, damage, expense or injury of any kind whatsoever consequential or otherwise, arising in connection with the execution of a Contract, or from any other cause whether or not due to the acts or omissions of Arcimedia, its staff, contractors, or its agents, in excess of the Contract invoice value, unless it can be proven to have acted negligently.

9.Confidentiality

Arcimedia undertakes not to divulge, and to otherwise take all reasonable measures to keep secure, information which the Client has passed to it, and which have been identified to it by the Client as confidential and not otherwise already in the public domain. However, Arcimedia to retain the right, at its discretion, and without prior notice to the Client, to circulate said information to associates or subcontractors, so as to enable them to tender for or complete tasks assigned to them in connection with the execution of the Client's contract.

10.Force Majeure

Arcimedia shall not be liable to the Client for any loss or damage which may be suffered by the Client as a result of the delivery of materials or the execution of a Contract being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond Arcimedia's control including, but not limited to:

- (a) Act of God or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or,
- (b) Failure by the Client to give adequate instructions or supply the necessary information in due time or,
- (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

11.Claims

All claims in respect of material or non-execution of the Contract to be made in writing and received by Arcimedia no later than 30 days of the date of delivery. In the case of Contracts where delivery is made in instalments, this thirty (30) day period to be deemed to start from the date upon which the material at issue was delivered to the Client, or the contracted-for activity was scheduled to take place.

12.Recovery of outstanding amounts

Any monies owed to Arcimedia be repaid in full within 30 days of invoice date. Amounts outstanding after this 30 days to attract a 5% per cent p.a. interest charge above the then prevailing p.a. commercial lending rate of Arcimedia's bankers, to be applied for each month or part of month that such amounts remain outstanding. Any sum to be recovered to include the contracted debt recovery agent's fees.

13.Law

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England, and the parties hereby submit to the jurisdiction of the English Court.