

JUST-PRODUCTIONS

Terms & **Conditions**

PLEASE READ THEM CAREFULLY.

1. Web Services Terms & Conditions

2. Printing Terms & Conditions

JUST-PRODUCTIONS

Web Services

Terms & Conditions

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If these terms and conditions are unacceptable to you please leave the site immediately.

(1) In these terms and conditions, the "Company" means Just Productions International Ltd. and the "Client" means the person or entity which has agreed to purchase goods and/or services from the Company. The "Work" means the work that the Client has instructed the Company to carry out pursuant to this agreement, including development, maintenance and/or hosting of the Client's website (the "Website") (as set out in the Client Agreement to which these terms and conditions are attached), and the "Agreement" means the overall agreement between the Company and the Client in relation to the Work including these terms and conditions ("Conditions") and the Client Agreement.

(2) These Conditions take precedence over each conflicting term and condition which may be put forward by the Client at any time. These Conditions are available on the Company's website at all times and should be viewed by the Client prior to entering into the Agreement. Upon entering into the Agreement, the Client confirms that it has read these Conditions and accepts them in their entirety.

(3) The Client and the Company have agreed the basic scope and nature of the Work prior to entering into the Agreement. Any changes to the scope and/or nature of the Work after the Agreement has been entered into shall be agreed by both the Client and the Company and evidenced in writing. The Company reserves the right to alter the agreed price and to extend timescales to reflect the changes in scope and/or nature of the Work.

(4) The Company reserves the right to control and restrict any content on the Website and shall have sole discretion to delete and remove, without advance notice, any information deemed by the Company as illegal, tortuous, false, misleading, fraudulent, libellous, immoral, offensive or otherwise not in conformity with the policies and style of the company. The Client acknowledges that the Company may unilaterally write or re-write reasonable rules and regulations necessary for the orderly operation of the Company's network and that the Client will be bound accordingly.

(5) Although the Company shall have the right to approve the design, content and links to and from the Website, the Company assumes no responsibility to do so. The Client agrees to be solely responsible for the content of the Website and the accuracy of all information provided therein.

(6.1) The Client grants to the Company an indefinite, irrevocable, royalty-free, unrestricted right to use, transfer, modify and maintain content prepared by the Company on the Website. The Client represents and warrants that: (a) the use, as contemplated by the Agreement, of the material supplied by the Client shall not infringe any copyright, trademark, trade secret or other third party proprietary right; (b) such material is not blasphemous, offensive or defamatory or in any other way illegal; and (c) there is no impediment to the Client's performance of its obligations hereunder.

(6.2) The Client shall indemnify the Company and keep the Company at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Company on a solicitor and own client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by the Client of any Client's undertakings, covenants, warranties or obligations under the Agreement.

(7) Website production timelines are dependent upon Client input and approvals at each stage of the development

process. Without this input, development timelines may vary. Whilst timelines are given in good faith, the Company shall not be liable for any failure to produce the Website within a reasonable period following any agreed dates. Time shall not be of the essence.

(8) The Client acknowledges and agrees that the Company may provide websites to other persons or businesses including those in the same or similar line of business as the Client.

(9.1) The Agreement may be terminated by the Company at any given time.

(9.2) The Agreement may be terminated forthwith by the Company if:

9.2.1 the Client fails by the due date to pay any of the Charges set out in the Order Form or any other fees payable in accordance with the provisions of the Agreement;

9.2.2 the Client commits any material breach of any terms of the Agreement or fails to perform any material obligations on its part under the Agreement;

9.2.3 a voluntary agreement is approved, or an administration order is made, or a receiver, liquidator or administrative receiver is appointed over or in respect of any of the Client's assets or undertaking or a resolution or petition to wind up the Client is passed or presented (other than for the purpose of amalgamation or reconstruction) or if any circumstances arise which entitle a court or a creditor to appoint a receiver, liquidator or administrative receiver or to present a winding-up petition or make a winding-up order or the Client goes into administration.

(10) The Client shall pay for the Work, including all the website development and related costs specified in the Order Form without any set-off, deduction or any other form of withholding. The website development fee and related expenses are to be paid by a non-refundable deposit upon execution of the Agreement and the balance upon final approval by the Client. The annual hosting fee is payable to the Company one month in advance of the first month when hosting begins.

(11.1) The Client irrevocably agrees and acknowledges with the Company that all existing and future copyright, database rights and design rights and other intellectual property rights in respect of or relating to the Work (including the Website) will at all times during the continuance and following the termination of the Agreement vest absolutely in the Company and that the Client shall not be permitted to use such intellectual property rights otherwise than pursuant to the express terms and conditions of Condition 11.2.

(11.2) The Company grants to the Client a non-exclusive, non-transferable licence to use the Work for the Client's own business purposes only during the period commencing on the Live Date and ending on the date that the Agreement is terminated pursuant to Condition 9.

(12.1) The Client agrees to hold the Company and its agents harmless from and against any and all claims and damages, expenses or liability that arises from or in connection with the Website, content or activities, including but not limited to, any attorney fees incurred by the Company. The Client, if so instructed by Just Productions International Ltd. at its own cost and expense, shall defend any and all actions, which may be brought against the Company. The Client's failure to perform under the terms of this Condition shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against the Company and its agents.

(12.2) The Client acknowledges and accepts that websites in general are not error, fault or bug free nor secure from

persons wishing to misuse, tamper with, erase, alter or in any other way corrupt websites, and the data, information and records they display, retrieve, collate, transfer or disseminate and the Client agrees with the Company that the Company shall have no liability to anyone for any such occurrences arising in respect of or in relation to the Website and the Client shall indemnify and keep the Company indemnified on a full indemnity basis from and against all liabilities of the Company arising from such occurrences and arising in respect of or in relation to the Website.

(12.3) Subject to Condition 12.2, the Company warrants that it will perform all services to be provided to the Client pursuant to the Agreement with reasonable care and skill and in accordance with generally-accepted industry standards.

(12.4) The Client acknowledges and accepts that computers need routine maintenance and sometimes break down, that the Company cannot control the timing or volume of attempts to access the Website, and that the Website is provided on an "as-is, as-available" basis. As a result, the Company does not guarantee to anyone that the Client or any third parties will be able to access the Website or the internet at any particular time and the Client agrees that the Company shall have no liability to anyone if any such persons are not able to access the Website or the internet for any given period of time.

(12.5) Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Website, the Works and the provision of all other services pursuant to the terms of the Agreement are hereby excluded to the fullest extent permitted by law.

(13.1) Notwithstanding anything to the contrary in these Conditions, the Company's liability to the Client for death or injury resulting from its own or its employees', agents' or sub-contractors' negligence shall not be limited.

(13.2) Subject to Condition 13.1, the Company's entire liability under the Agreement shall be limited to damages of an amount equal to the amount of the Charges (exclusive of VAT) paid by the Client under the Agreement.

(13.3) Subject to Condition 13.1, the Company shall not be liable to the Client for loss of profits, loss of data, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Client had been advised of the possibility of the Client incurring the same.

(13.4) The Company shall not be liable for any error, omission, defect or deficiency in any service, which results from the Client's failure to provide complete, accurate and current information to the Company. Under no circumstances shall the Company and its agents be liable to the Client for breach of the Agreement due to circumstances beyond the Company's reasonable control, including without limitation, any downtime regarding computer servers or interruption of Internet service providers.

(14) No right or remedy conferred upon or reserved by the Company by this Agreement is intended, and shall not be deemed, to be exclusive of any other right or remedy provided or permitted herein, by law or by equity, but each right or remedy shall be cumulative of every other right or remedy.

(15) This Agreement shall be interpreted and construed under the laws of England. The parties agree that any action brought by either party against the other shall be brought in England and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

JUST-PRODUCTIONS

Print Services

Terms & Conditions

PLEASE READ THEM CAREFULLY.

1. These Terms and Conditions apply to all orders and supersede all others. Order by you or Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

All prices quoted exclude carriage and VAT. Carriage will be charged at applicable rates and added to the invoice total. Method of carriage will be at our discretion unless requested otherwise. All products are charged at list price unless a discount has been agreed in writing. Following a price increase and where you have specified a different price on your order, we will advise you before proceeding.

2.1 ACCOUNT

Payment shall be made in full within 30days from date of invoice, unless special settlement terms have been agreed by us in writing.

2.2 NON ACCOUNT

Payment is required before your order is processed

2.3 DISCOUNT

Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

2.4 VAT

If VAT is noticed on your order after the bill has been paid, you as the customer are liable to pay the VAT in full

3 OVERDUE ACCOUNTS

3.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 8% above the Barclays Bank Plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

3.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

4. PASSING OF TITLE AND RISK

4.1. The risk in the goods shall pass to you on delivery.

4.2. All goods, delivered or not, remain our property until payment is received in full.

4.3. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no

responsibility will be accepted for error or mis-description and any resulting loss.

6. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

7. PRICES

Where applicable all prices quoted are subject to delivery Charges and VAT at the current rate.

8. DELIVERY

8.1. Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2. Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. CLAIMS

10.1. Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

10.2. All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

10.3. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4. Claims in respect of non-delivery must be made in writing so as to reach us within 3 days from receipt of the expected delivery date.

11. LIABILITY

11.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11.3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date

11.2. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3. Nothing in these terms and conditions shall affect the rights of a consumer.

12. CANCELLATION CHARGES

Please note that a 5% charge of the total value of the original order will be made on all cancelled orders plus a £10.00 charge to cover administration costs.

Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made.

13. SAMPLES

Samples will be charged accordingly.

14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

15. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Just Productions International Ltd pursuant to or in implementation of any contract with the customer shall belong to Just Productions International Ltd. Just Productions International Ltd agrees that unless the customer becomes in default of any obligation to make any payment to Just Productions International Ltd, it will not reproduce any such items for any competitor in business of the customer.

16. PROOFS

If we have not been given printing approval after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

17. ON HOLD

If we have not been notified after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control including but not limited to acts of God, strikes, lock outs, accidents, terrorism, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you and the party shall be entitled to a reasonable extension of its obligations.

19. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

19.1. co-operate with the Supplier;

19.2. provide the Supplier with any information reasonably required by the Supplier;

19.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

19.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

20. SUPPLIER'S OBLIGATIONS

20.1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

20.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

21. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

22. COMPLAINTS

Complaints must be made within 48hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint.

BY PLACING AN ORDER WITH US YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE.