

Bluestone Design Ltd 2010 – Terms and Conditions

1. Scope of Work/The Services. Services specified in the attached work order/proposal and all the goods and materials to be supplied by Bluestone to the client pursuant to the work order.

2. Provision of Services. Bluestone hereby undertakes to provide the services specified in the attached work order/proposal, one written approval has been sent by the client.

3. Approvals. The Client may be required at specific stages to approve that the Services have been satisfactorily completed, before the work progresses to the next stage.

Client's approval shall be given in writing and/or by signature. Upon commencement of the Services by Bluestone, the Client shall advise, in writing, name of the name(s) of the person(s) nominated to approve the Services on behalf of the Client.

4. Client Issued Material's. All materials issued to Bluestone for use shall be at the clients own risk and the client shall be liable for any delay caused by:

- a) failure of delivery of the materials to Bluestone by the required deadline. or
- b) any damage sustained to the materials, in transit.

5. Liabilities, indemnities and Insurances Bluestone shall maintain adequate insurances throughout the Contract Period and shall use all reasonable care and skill to carry out the Work. Except in Death or Injury due to negligence by Bluestone, for which no limit shall apply, Bluestone limits its liability to the client for any loss, claim, expense, cost or judgment resulting from the Contract works to £50,000 per event or series of events, up to an aggregate limit of £50,000 per twelve month period. Bluestone shall indemnify the Client against any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent design or of any proprietary or personal rights due to the provision of the Services under the Contract up to a limit of to £50,000 per event or series of events, up to an aggregate limit of £50,000 per twelve month period.

6. Force Majeure. Bluestone shall be under no liability for any delay or failure to carry out any provision of this Contract, or to complete or deliver any materials or services as a result of Acts of God, fire, flood, drought, explosion, riot, war (whether or not war has been declared), rebellion, failure of power supply, lock-out, boycotts, strikes (or other action taken during contemplation or furtherance of a dispute) or owing to any inability to procure materials required for the performance of this Services. If Bluestone is affected, or is likely to be affected by any of the matters referred to above, it shall give written notice to the client without delay and shall indicate what actions are being taken to mitigate the effect on the provision of these Services.

7. Quotation, Changes Orders and Variations. At any time prior to the completion of the Services the Client may request, or Bluestone, on its own initiative, may propose modifications, additions and/or deletions from, the Services. Any such changes shall be priced by Bluestone, and the Client shall be required to give its written authorisation of the change, prior to commencement.

8. Suspension and Termination. In the event of suspension or termination of the Contract Agreement and/or the Order by the Client, Bluestone shall be reimbursed by the Client for all goods or materials delivered or services satisfactorily completed up to the date on which written notice of Suspension or Termination was received by Bluestone.

9. Payments. On delivery of the goods or materials or on completion of the Services, Bluestone shall issue to the Client an invoice in respect of the Works. The invoice is payable, by the client, 15 days after the submission of the invoice to the Client by Bluestone, unless otherwise stated on the invoice. Bluestone reserves the right to charge interest on late payments at a rate 2% higher than the base lending rate of Barclays Bank Plc. Where the Services are divided into staged payments, any such payments shall coincide with one or more of the design stage approvals required by

condition 4 - Approvals and/or on completion of Milestones as detailed in the Order. On receipt of the relevant design stage approval from the Client, Bluestone shall submit its invoice for payment.

10. Intellectual Property Rights and Copyright. The rights in and to all Copyright for all work and material, designs, drawings and other documentation prepared by Bluestone in connection with the Services, shall remain the exclusive property of Bluestone until such time as all invoices connected with the Services are paid in full by the Client. When specifically requested by the Client, Bluestone shall employ a designated agency to check and verify the originality of the Design work produced. Such verification shall attract an addition cost to the Client. Where no such verification has been requested by the Client: Bluestone shall have no liability for any material, designs, drawings and other documentation prepared in connection with the Services which breaches any copyright or intellectual property right held by a third party, and the scope of responsibility of Bluestone as the designer is limited to producing original work that does not knowingly infringe anybody else's rights.

11. Advertisement. Bluestone with the agreement of the client may make announcements in the press, public or design industry journals regarding the award of Work to Bluestone by the Client.

12. Assignment & Subletting. Bluestone may assign or sublet this Contract, either in whole or in part, providing that prior written notice has been given to the Client. In assigning or subletting the Services to a 3rd Party, Bluestone shall not be absolved of its responsibilities and liabilities for ensuring the Services are completed in accordance with the Contract.

13. Prior Representations. The Contract shall constitute the entire agreement between Bluestone and the Client and shall cancel and supersede all prior written and/or oral negotiations, representations or understandings between the parties, other than as expressly stated in this Contract.

14. Notices. Any notice or consent to be given under this Contract shall be in writing (which shall include facsimile transmissions or emails, provided any facsimile/email is confirmed in writing) and sent by first class post to the receiving party at its business address as indicated in this Contract. The notice is deemed to have been served upon the receiving party on the next working day, in the ordinary course of post by Royal Mail, it would have been received.

15. Law. The Contract shall be construed and interpreted according to the laws of England. Bluestone and the Client shall submit to the exclusive jurisdiction of the courts of England.

16. Confidential Information. Both Bluestone and the Client shall have a mutual obligation to preserve each other's confidential information and shall keep confidential all matters, not in the public domain, concerning or arising from the Contract, the execution of, or such other privileged information as disclosed to the other party during the Works. The parties shall ensure that its directors, employees, subcontractors and agents are bound in a like manner.