

TERMS AND CONDITIONS

Definitions

For the purpose of the terms and conditions below:

Present Image Design Limited shall be referred to as Present Image.

The parties in agreement with the terms and conditions set forth shall be referred to as Client.

1. Quotations

- (a) Costs are based on our current cost of production, and unless otherwise agreed, are subject to amendment, on or at any time after acceptance, to meet any rise or fall in such costs and any changes to the work requested.
- (b) All work carried out, whether experimentally or otherwise, at the client's request, shall be charged.
- (c) A charge may be made to cover any additional work, or cost, not covered in the quotation.
- (d) All processing fees in respect of the work (supplier sourcing and communication, disc, electronic transfer of files, courier charges for; files, disc, proofs, etc.) will be charged to the client.

2. Copyright and copy

- (a) Present Image reserves the right to all original artwork and concepts. No part of the artwork or concepts may be reproduce in any form, without prior written permission from Present Image.
- (b) A charge may be made to cover any additional work involved where a copy of the work is required by the Client.
- (c) Should the client request the entire rights and titles to the work, a fee will be charged.
- (d) A copy of the work shall not be released, electronically or by print, to a third party, without prior written permission from the Client.

3. Materials supplied by the Client

- (a) Materials (photos, logos, graphic images, film or any other) supplied by the Client shall remain the client's property.
- (b) Where materials are supplied by the client, we shall be fully indemnified against any action, claim, demand, costs, charges and expenses arising from, or incurred by reason of any infringement, or alleged infringement of the property, or other rights of any third party.

4. Proofs

Proofs of all work may be submitted for client's approval and we shall incur no liability for any errors not corrected by the Client, in proofs so submitted. Where corrections and or specifications are to be supplied, the Client shall provide such corrections and or specifications, in reasonable time, to enable us to complete delivery within the period named.

5. Delivery

- (a) Unless otherwise specified, the price quoted is for delivery of the work to the Client'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.
- (b) Present Image offers no guarantee, or warranty on behalf of any recommended supplier, contracted by the Client, and shall be under no liability if the supplier is unable to carry out any provision of their contract for any reason.
- (c) Any time, or date of delivery named, is an estimate only, and Present Image shall not be liable for the consequences of any delays beyond our control.

6. Terms and mode of payment

- (a) Unless otherwise specified, a deposit of fifty percent (50%) of the value of the work, is payable in advance. The deposit is non-refundable. The balance is payable on completion of the work, prior to its intended use.
- (b) Should work be suspended at the request of, or delayed through any default of the Client for a period of 10 days, we shall be entitled to payment for work already carried out, materials used and any other additional costs involved.
- (c) Should expedited delivery be agreed, an extra may be charged, to cover any overtime, or any other additional costs involved.
- (d) Should work be delayed through any default of the client, we shall be entitled to payment on the delivery period named, for work already carried out, materials used and other additional costs involved.
- (e) All-subcontractors are paid in full prior to the commencement of the job, unless prior arrangements have been made.
- (e) Mode of payment and currency by Clients:

| | | |
|-----------------|-----------------|----|
| OECS Countries | Direct deposits | EC |
| Other Countries | Bank transfers | US |

 Bank details: First Caribbean International Bank, Bridge Street, St. Lucia, A/C # 002-7501315

7. Limitations

We reserve the right to limit access to work completed, if payment is not received.

8. Variation

Any variation of these conditions are invalid, unless accepted in writing by Present Image.

9. Insolvency

If the client ceases to pay his debt in the ordinary course of business, or cannot pay his debts as they become due, or being a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it, or being a person, commits an act of bankruptcy, or has a bankruptcy petition issued against him, or if the client shall make default in, or commit a breach of contract, or of any other of his obligations herein, or if any distress or execution shall be levied upon the client's property or assets, or if the client shall make or offer to make any arrangement or composition with creditors, or if the client is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed, or presented, or if a receiver of such company's undertaking, property or assets, or any part thereof shall be appointed, we without prejudice to other remedies shall:

- (a) have the right not to proceed further with the contract, or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials/equipment purchased for the client, such charge to be an immediate debt due by the client, and
- (b) in respect of all unpaid debts due from the client, Present Image have a general lien on all goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 10 days notice to dispose of such goods, or property in such manner and at such price we think fit to recover such debts.

10. Force majeure

We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strikes, or other actions taken by employees or suppliers in contemplation or furtherance of a dispute, or owing to any inability to procure material required for the performance of the contract. During the continuance of such a contingency, the Client may, by written notice to Present Image, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

11. Indemnification

- (a) Present Image agrees to exercise its best judgement in the development and preparation of all media mechanisms for the Client, with a view to avoiding any claims, proceedings or suits being made or instituted against the Client or the Agency. It is mutually agreed, therefore, that the Client will indemnify Present Image against any loss it may incur as a result of any claims, proceedings or suits made or brought against it, based upon any work that Present Image prepared for the Client, and which was approved by the Client prior to publication or broadcast.
- (b) The Client will also indemnify Present Image against any loss it may sustain as a result of a claim, proceeding or suit made or brought against it based upon any advertising element (i.e., photographs, artwork, copy, etc.) furnished by the Client, and which allegedly violates the personal or property rights of any person or persons if Client approved in writing the use of said element before its publication or broadcast. Indemnification under this provision shall survive termination of this agreement.
- (c) Present Image shall not be held liable for the failure of media houses or suppliers to meet their obligations.
- (d) Present Image shall not be liable for delay, omission or error in any advertisement in the absence of wilful fault or neglect.
- (e) Nothing in this agreement shall be deemed to require Present Image to undertake any campaign or prepare any advertising or publicity which is in Present Image judgement misleading, libellous, unlawful, indecent or otherwise prejudicial to Present Image or to the Client's interest.
- (f) Present Image shall hold, for a period not to exceed three (3) years, original production vehicles of all Client materials; the Agency shall not be responsible for the destruction the same through fire, theft or natural disaster.

12. Termination Of Contract

Either party may at any time, terminate this contract by giving thirty (30) days notice, in writing, to the other party. Should the client elect to terminate the contract prior to the completion of the work, the client will pay in full for all work already done and materials used.

13. Law applicable

These conditions and the contract shall be subject to and construed in accordance with the laws of Saint Lucia.