

STANDARD TERMS & CONDITIONS OF TRADING

This document sets out the standard terms and conditions of business made by Quiet Storm Solutions Limited (known hereafter as "the Company") on behalf of other parties (known hereafter as "the Client").

1. The Company undertakes not to disclose any information obtained in confidence regarding the business of the Client, without first obtaining the Client's approval.
2. All quotations/estimates provided are exclusive of Value Added Tax and are valid for 3 months from date of issue. The Company reserves the right to requote after this time.
3. If, at any time, the Client requires that any aspect of the project be changed, the Company reserves the right to requote. If, after commissioning a project, the Client then requests (directly or indirectly) that any aspect of that project be rearranged, curtailed or cancelled, the Client shall be responsible for all costs incurred.
4. If the Company bases its quotation upon information provided by the Client, which is subsequently shown to be incorrect, the Company reserves the right to charge the Client for any resulting additional costs.
5. The Company may, in its discretion, sub-contract the execution of the work or an element of the work to other associated companies, providing the same high quality of work maintained throughout.
6. Invoices become due for payment 30 days following the end of month or invoice unless otherwise agreed in writing with the Company. We reserve the right to charge interest on overdue accounts at 2% over National Westminster bank base rate.
7. The Company undertakes to quote Client's purchase order numbers on all invoices where the Client requests such a policy.
8. Any queries the Client has on an invoice must be reported to the Accounts Department of the Company in writing and within 7 days of date of invoice.
9. Risk in the goods passes to the Client on delivery but legal title remains with Quiet Storm Solutions Limited so long as any sum due to us on any account or grounds is unpaid. The Client agrees that, in seeking to exercise our rights under this clause, we may at any reasonable time enter the Client's premises and remove our goods.
10. Orders are only accepted on the strictest understanding that the Client has the necessary copyright clearance to copy, reproduce, change, manipulate, receive, transmit and store all materials supplied, and that the Client automatically assumes liability for any legal action by any party that may be taken against Quiet Storm Solutions Limited, either through breach of copyright or for any other reason associated with the content material supplied to Quiet Storm Solutions Limited.
11. Copyright and all other intellectual property rights deriving from our work remain with the Company unless otherwise agreed by the Company in writing.
12. Whilst every reasonable care will be taken when handling all Clients' materials, our liability for any loss or damage however caused (including loss or damage in transit wherever destination, delay in transit wherever the destination, loss or damage during storage of exposed film or archive of electronic information or through the receipt or transmission of any electronic data through the Integrated Services Digital Network or similar device) is limited to the replacement value of the materials. Such materials are accepted by Quiet Storm Solutions Limited on the strictest understanding that the replacement value does not exceed the present retail price of the materials. Clients are advised that where material is of a particularly critical nature, they should insure themselves against loss or damage.
13. Schedules of delivery are estimates only. We will use our best efforts to deliver at times stated but shall not be liable for any delays due to causes beyond our control. Goods should be deemed to be delivered when handed to carriers.
14. The company shall be entitled to suspend or cancel deliveries and/or work under any contract or agreement between the Company and the Client if any payment due from the Client is not made by its due date.
15. The Company will be released from all liability to the Client if performance of the contract or agreement is delayed or prevented by any cause whatsoever beyond our control.
16. Any dispute arising under these terms and conditions shall be determined by English Law.
17. Acceptance by the Client (verbally or written) of the Company's quotation is deemed to include acceptance of these Terms and Conditions of Trading. We thank you for your valued business.

**Quiet Storm Solutions Limited**

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Registered in England 3473150 as Quiet Storm Solutions Limited



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