

6.3 >> Keepme Promotions agrees to take all reasonable care to ensure that no work proposed or submitted infringes any existing United Kingdom patent, design right, registered design, trade mark, or other intellectual property right of a third party. It does not warrant or give any representation that any such design will not infringe any such right. Keepme Promotions shall be under no liability to the Client for any actions costs claims or demands suffered by the Client in respect of any infringement of any patent, trademark, trade name, registered design, or device for the protection of intellectual property, or in respect of passing-off, save insofar as such infringement is due to the default or bad faith of Keepme Promotions.

6.4 >> All rights and interest in any patent, patentable invention or process, design right or registered design arising from the Work will be owned by and retained by Keepme Promotions unless specifically agreed otherwise with the Client. Keepme Promotions may at its own option and expense file or make any necessary application to protect such rights.

#### 7 >> **Indemnity by the Client**

7.1 >> The Client shall indemnify Keepme Promotions in respect of all financial liability (including professional costs, damages and accounts of profits) arising out of any claims made against Keepme Promotions alleging infringement of any intellectual property rights if such claim arises from the use of information, inventions, ideas, designs, artwork, copy or other material provided by the Client.

7.2 >> If the Client cancels any contract with keepme promotions for the performance of Work, the Client shall compensate Keepme Promotions for all losses that Keepme Promotions may suffer arising from such cancellation. For the avoidance of doubt (and without limiting the general scope of this obligation), those losses will include the payment of charges due to sub-contractors and suppliers services and goods ordered specifically for the purpose of performance of the cancelled contract.

#### 8 >> **Confidentiality**

8.1 >> The Client will not use for its own benefit nor disclose to any third party any technical know-how or other confidential information owned by Keepme Promotions which may come into the Client's possession, except insofar as such confidential information enters into the public domain or comes into its possession from a third party source not itself under any duty of confidence towards Keepme Promotions.

8.2 >> Keepme Promotions undertakes not to misuse or to disclose to third parties the Client's confidential information. This undertaking does not extend to information which is in the public domain or which Keepme Promotions obtains from a third party source.

8.3 >> Subject to the foregoing undertaking, keepme promotions will not be bound by any obligation of exclusivity to the Client except to the extent that it specifically agrees in writing with the Client.

#### 9 >> **Implementation**

9.1 >> Proposals for the Work will be based upon the information and materials provided by the Client and no warranty or representation is given concerning suitability. The Client will be responsible for final checking and approval of the Work.

9.2 >> Keepme Promotions will take all reasonable care to safeguard material owned by the Client and entrusted to the custody of keepme promotions for the purposes of carrying out the Work. However, it will be responsibility of the Client to insure any such items or materials against loss or damage while in the custody of keepme promotions.

9.3 >> It shall be the responsibility of the Client to ensure the compliance by any product of the Work with all safety requirements and any other applicable standards and to obtain any necessary licences and approvals, and the Client shall indemnify Keepme Promotions in respect of all and any claims against keepme promotions, howsoever arising, under the Consumer Protection Act 1987 by reference to such products.

#### 10 >> **Limitation of Liability**

Keepme Promotions will carry out the Work to a proper professional standard but otherwise it will not have any liability for any loss suffered by the Client arising from or out of the Work or any resulting product (provided that nothing in these Conditions shall operate to limit the liability of Keepme Promotions for death or personal injury arising from its negligence or other default). Keepme Promotions will not in any circumstances have any liability to the Client for indirect or consequential loss or loss of profits.

#### 11 >> **English Law**

This Contract and any other matters concerning the relationship between Keepme Promotions and the Client shall be governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English Court.

#### 12 >> **Delay Due to Force Majeure**

If Keepme Promotions or the supplier become aware of anything which might delay production or delivery of the work or provision of the services or any incident of Force Majeure, the party affected will immediately notify the other party of the problem, the cause of that problem and the likely duration of any delay. Both parties will try to take effective steps to mitigate against the consequences of any such delay or Force Majeure. If, due to such Force Majeure, the supplier is unable to provide Keepme Promotions with the Work or any useful part of it or Keepme Promotions is unable to take delivery, Keepme promotions will not be liable to pay the supplier.



[www.keepmebags.com](http://www.keepmebags.com)

## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR CLIENTS

### 1 >> **Introduction**

These terms of business apply to any work ("the Work") undertaken by Keepme Promotions arising from instructions given by a client ("the Client"). These terms and conditions as set out will apply unless a variation has been specifically agreed in writing by an authorised officer of Keepme Promotions and by a duly authorised person on behalf of the Client.

### 2 >> **Instructions**

The Client shall be solely responsible for providing Keepme Promotions with all necessary information in connection with its goods and/or services, its market and generally. Keepme Promotions will not be responsible for any shortcomings in such information, or for acting in response to the information with which it has been provided.

### 3 >> **Completion**

Any date specified for the completion of the Work is an estimate; whilst every effort will be made to meet with the date specified, this cannot be guaranteed.

### 4 >> **Prices**

4.1 >> The Contract Price will incorporate the fees and bought-in costs quoted by Keepme Promotions. Keepme Promotions will charge additional fees for modifications requested by the Client and any associated discussions, plus its reasonable expenses, travelling and accommodation expenses, courier costs and all other out-of-pocket expenses.

4.2 >> The Contract Price is exclusive of Value Added Tax and any other chargeable taxes.

4.3 >> Any estimate of the whole or any part of the price is given in good faith and shall be treated as an estimate only unless and until it is specifically agreed in writing by Keepme Promotions.

4.4 >> Any price estimates shall remain extant for two months.

4.5 >> The Client is provided to pay for the entire order, upon acceptance of Keepme Promotions estimate and prior to the commencement of manufacture or supply of goods. Alternatively the Client can apply for a 30 day credit line which is subject to satisfactory checks via HSBC Invoice Finance.

4.6 >> Unless otherwise agreed, payment of the Contract Price shall be made in pounds sterling within 30 days of delivery of each applicable invoice. If the Client fails to make payment in full within that period of 30 days, Keepme Promotions shall be entitled to charge interest on the outstanding balance at a rate three percentage points above National Westminster Bank plc base rate in force from time to time, the interest being added to the principal amount outstanding on the last days of each of March, June, September and December. In addition, Keepme Promotions shall be entitled to suspend any further Work ordered by the Client, whether under the same or any other contract.

4.7 >> Where the Client requires a purchase order number to be quoted on invoices raised by Keepme Promotions then work will not be commenced by Keepme Promotions until a purchase order document and number has been received by Keepme Promotions which in accordance with the agreed price estimate.

### 5 >> **Project Management**

5.1 >> Where Keepme Promotions is acting as project manager for the Client in respect of any particular project or assignment, it will use its reasonable endeavours to introduce to the Client suppliers appropriate to the services required by the Client. However, whilst Keepme Promotions will assist the Client in the negotiation of terms between the Client and any such suppliers, Keepme Promotions will not be responsible for the terms finally agreed between the Client and such suppliers.

5.2 >> Keepme Promotions will not in any circumstances be liable for any claim or complaint that the Client may have against or in respect of any supplier introduced by Keepme Promotions to the Client.

### 6 >> **Intellectual Property Rights**

6.1 >> Copyright in any works created by Keepme Promotions will belong initially to Keepme Promotions. Keepme Promotions will grant to the Client an indefinite and irrevocable licence in the Copyright in the final product of such works when the full Contract Price for the Work has been paid. The licence shall extend to geographical and/or subject areas agreed between Keepme Promotions and the Client.

6.2 >> Keepme Promotions will retain the copyright in any works created by it in the course of carrying out the Work but not forming part of the final product of the Work as applied commercially by the Client.