

LUNDIE MARKETING TERMS AND CONDITIONS FOR SUPPLIERS

Our Purchase Order is placed on the following terms:

1. Title to and risk in each item supplied by you pursuant to our Purchase Order shall pass to Lundie Marketing Services Ltd (LMS) upon delivery of the item. Any time specified in the Purchase Order for delivery of items shall be of the essence.
2. The copyright in all material created by you or on your behalf (and whether or not supplied to LMS) pursuant to this Order shall belong to LMS as beneficial owner. Where for the purposes of fulfilling your obligations under our Purchase Order you sub-contract the creation of material, you shall only do so on terms that the copyright in material created by the sub-contractor shall vest in or be assigned to you at your request.

You will at the request of LMS do and execute all such documents and things (if any) which may be necessary to assign to or vest in or procure the assignment to or the vesting in LMS of each copyright in all material created by you or on your behalf (and whether or not supplied to LMS) pursuant to our Purchase Order and to protect LMS rights therein.

3. You warrant and undertake to LMS that:
 - i) Material supplied by you to LMS pursuant to our Purchase Order will not be a violation of any existing copyright or contain anything obscene, objectionable, libellous or defamatory or infringe any third party's rights whatsoever.
 - ii) You have taken and will take all reasonable steps to obtain from any model employed by you the usual "clearance form" in respect of the use of the model's likeness.
 - iii) You will indemnify LMS from and against any cost, claim, loss, expense, action, proceeding or damages (including any legal costs and expenses and any compensation costs and disturbances paid by LMS to compromise or settle any claim) incurred by or awarded against LMS as result of breach of these warranties and undertakings.
4. All origination material supplied by or created by LMS or others in the course of a project remains the property of LMS and must be returned on demand at any time. This includes artwork, transparencies, CDs and DVDs, photographic prints, illustrations, all electronically created and databased material and printers' film.
5. LMS may make what use it pleases of the material prepared by you pursuant to our Purchase Order. You confirm that no liability shall be incurred by LMS or its Clients under Section 84 of the Copyright, Designs and Patents Act 1988 or otherwise by reason of any alteration made by it or such Clients to the material supplied or any reproduction thereof.
6. All prices are subject to agreed agency commission, discounts and terms of payment. Accounts will normally be paid ninety days following the last day of the month of invoice, unless LMS wishes to take any supplier's discounts offered.
7. The supply by you of any material pursuant to our Purchase Order shall constitute an acceptance by you of these terms without variation or addition, notwithstanding that you may prior to or with such supplies seek to make variations of or additions to these terms, unless such variations have prior to such supply been accepted in writing by LMS. The terms of our Purchase Order shall be governed by English Law.
8. LMS shall be entitled to reject any items supplied by you which are not in accordance with our Purchase Order.

- N.B.
- a) Order Number and Job Number must be quoted on all invoices.
 - b) Your VAT Registration Number should be quoted on all invoices.