

SUPERCREATIVE 3D LTD - TERMS AND CONDITIONS

Here at SuperCreative 3D LTD we take our work, payment terms, and terms and conditions with the same seriousness as the creation of our work, our policy is we provide the work on time so we expect to receive ALL payments on time.

As a small business we like to keep our accounts in order and maintain our cash flow and we also have these terms and conditions:

Work: SuperCreative 3D LTD agrees to produce project materials (the “Work”) at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. SuperCreative 3D LTD agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. SuperCreative 3D LTD will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

Estimates/Quotes: Estimates/Quotes are valid for only 30 days from the date on the estimate.

All Quotes will require a purchase order or acceptance notification to confirm that you agree with the cost & payment terms before the work can commence. By accepting the Quote you will agree to the below payment terms.

Acceptance of an order by SuperCreative 3D LTD by telephone, fax, email or via the website.

Payments: If you are a new client for the first job will be 100% payment on completion, after this initial work your terms will revert to 30 days.

If you require alternative payment terms please contact us to discuss these.

All payments must be made within the agreed payment terms. If a payment is not made in full within the agreed payment terms, SuperCreative 3D LTD reserves the right to remove or edit any form of the product or service provided to you that this payment is due for.

If the payment is late and has not met the agreed payment terms the customer may not use the work/service provided in anyway until full payment has been received.

Any and all products and services unpaid for belongs to SuperCreative 3D LTD and we reserve the right to use, disclose, display, create derivative works of, distribute, transmit, prevent usage of, retract, destroy and reproduce any item from any unpaid product or service.

Late Payments: SuperCreative 3D LTD reserves the right to charge interest at 5% per annum above the base rate of the Bank Of England calculated on a daily basis on all outstanding amounts from the due date of payment to the actual date of payment.

We reserve the right to vary the rate and basis of interest charged.

If clients provide late payments that do not meet the agreed payment terms and future project will be strictly payment on delivery and no final work will be passed over until full payment has been received.

Confidentiality: SuperCreative 3D LTD acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. SuperCreative 3D LTD agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to SuperCreative 3D LTD before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, SuperCreative 3D LTD can display materials and final work created for Client on the SuperCreative 3D LTD's website www.SuperCreative3d.com

Compensation: Client agrees to pay as agreed to the original quotation and payment terms. If the parameters of the Work change, or if it involves more time than estimated, SuperCreative 3D LTD will inform Client and they can renegotiate the Work's cost. SuperCreative 3D LTD is responsible for the payment of all federal, state, and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat SuperCreative 3D LTD as an employee for any purpose.

Client Approval: Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) SuperCreative 3D LTD is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

Cancellation: Both parties understand that Client or SuperCreative 3D LTD may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by SuperCreative 3D LTD. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, SuperCreative 3D LTD retains ownership of all copyrights and original work created.

Ethical Issues: SuperCreative 3D LTD reserves the right to refuse to provide services for a company or associated services which does not accord with our ethical policy or that we judge to be unfit due to content or otherwise. This includes, but is not limited by, companies or sites containing or promoting sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, companies or sites containing or promoting adult oriented material such as pornography, and companies or sites which infringe copyright or are contrary to UK or other relevant national or local laws or regulations.

Force Majeure: SuperCreative 3D LTD reserves the right to defer the date of delivery, or to cancel this Agreement or

reduce the services it provides, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of SuperCreative 3D LTD or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (Force Majeure Event).

Acceptance of Terms: Client promises to pay for the services rendered by SuperCreative 3D LTD for the Work as agreed upon. Acceptance of an order by telephone, fax, email or via the website. The Client agrees they have read, understood, and are considered legally bonded to these terms.