

## **NOMADIC FILMS LTD WORKS WITH ITS CLIENTS UNDER THE FOLLOWING TERMS & CONDITIONS:**

### **Proposals:**

The costs outlined in proposals are valid for 3 months from the date of creation. The research, ideas, and proposals contained in these documents remain the copyright of Nomadic Films Ltd. On receipt of this document you accept that any of the ideas and proposals contained within it are produced by Nomadic Films Ltd. We (Nomadic Films Ltd.) reserve the right to charge you for time spent on the initial briefing and the preparation of documents.

Once produced, all master materials remain the property of the client. Similarly all origination materials remain the property of Nomadic Films Ltd.

### **Invoices:**

Nomadic Films Ltd invoices in 2 stages for all projects.  
50% on appointment (which must be settled prior to shooting)  
50% plus agreed extra items on completion of the project.  
Unless otherwise agreed.

All costs exclude VAT which will be charged at the rate prevailing at the time of invoice. Invoices are to be paid within 28 days of job completion. **Late payment will incur interest charged at 3% above the base rate of the Bank of England every day thereafter**, as according to the late payment of commercial debts (interest) act 1998.

### **Weather:**

Any wet weather or contingency insurance is excluded from the costs and must be specifically requested by the client.

### **Limited Warranty:**

Nomadic Films Ltd warrants to you that any multimedia Software will perform substantially in accordance with the product presentations. Nomadic Films Ltd and its suppliers do not and cannot warrant the performance or results its clients may obtain by using the company's engine products, services or documentation. Nomadic Films Ltd and its suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose.

### **Limitation of Liability:**

In no event will Nomadic Films Ltd, or its suppliers be liable to the client for any consequential, incidental or special damages, including any lost profits or lost savings, even if a Nomadic Films Ltd representative has been advised of the possibility of such damages, or for any claim by any third party

### **Operating Systems:**

Whilst Nomadic Films Ltd cannot guarantee complete compatibility with all computer configurations, the company's products and services have been extensively tested and work reliably on the following operating systems. Windows 95, Windows 98, Windows NT, Windows 2000 and Windows XP.

### **Viruses:**

Nomadic Films Ltd has a vigorous anti-virus testing policy. Every product or service will be thoroughly tested before release, once each component has been signed off by the client. In no event will Nomadic Films Ltd, or its suppliers be liable for any consequential, incidental or special damages arising from the impact of any virus, including any lost profits or lost savings, even if an Nomadic Films Ltd representative has been advised of the possibility of such damages, or for any claim by any third party.

If a project is commissioned but is subsequently cancelled by the client, Nomadic Films Ltd reserves the right to charge a for costs and work already incurred.

All materials relating to the project remain the property of Nomadic Films Ltd until paid for in full.

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