

TERMS AND CONDITIONS OF BUSINESS FOR THE PURCHASE OF GOODS AND SERVICES

1) Terms:

- a. "the Company" means MBL Solutions Ltd and "the Supplier" means the person, firm or company providing the "goods" or "services" to the Company
- b. "the order" means the signed order form or contract between the Company and the Supplier
- c. "the services" means any work commenced or undertaken by the Supplier for the Company including but not limited to consultancy, website design and development, telemarketing and telesales, design for print, print services, public relations
- d. "the goods" means any product, item or equipment provided to the Company by the Supplier
- e. "fees" means any charge for goods or services provided by the Supplier to the Company agreed in the order

2) Fees:

- a. Fees must always be quoted excluding VAT
- b. Fees and delivery terms must be agreed and acceptance signed by the Company in an order provided by the Company prior to delivery

3) Invoicing

- a. Fees will be invoiced at the delivery of the goods or completion of the services as agreed in the order.

4) Payment methods and terms

- a. Payment from the Company to the Supplier will be 30 days from issue of invoice

5) Confidentiality

- a. All information passed between the Company and the Supplier and vice versa will remain confidential for the duration of the contract. Additional NDA can be signed for further term of protection.

6) Approvals and modifications

- a. Any changes to the specification of goods or services provided by the Supplier to the Company, as agreed in the order, must be agreed in writing.

7) Copyright

- a. The Copyright in all artwork, copy and other work produced for the Company rests with the Company, unless duly assigned under the Copyright Design and Patents Act 1988. Copyright transfers from the Supplier to the Company upon payment of the relevant invoice(s).

8) Employment Poaching

- a. It is agreed that neither the Company nor Supplier will offer employment to employees of the aforesaid Company or Supplier during the period of the contract or within 12 months of its cessation. If either party wishes to break this contract then the party in breach is liable to pay suitable compensation to the other, equivalent to the new gross annual remuneration package of the poached employee.