

1. The quotation detailing Wright Design Limited's (WDL) fees and related expenses, exclusive of VAT, is provided with the project proposal and will remain valid for three months from the date of submission.
2. The fees cover all consultant time assigned to the project, whether on our premises or the client's premises, unless specifically stated.
3. Costs for materials, model making and prototypes will be quoted separately as described in the quotation of fees and may include a maximum of 20% handling charge.
4. Expenses that are directly associated with undertaking the requirements of the project, including travel and subsistence are charged at cost. Expenses will not however be incurred where the agreed travel or subsistence forms part of the agreed visits to the client's premises.
5. Invoices will be sent to the client at the completion of the agreed project phases. Payment of an invoice will fall due within 30 days of the date of the invoice. WDL will reserve the right to charge interest on overdue payments at the rate of 5% per month.
6. WDL reserves the right to review the fees in light of any variation to the operating costs incurred or to be incurred as a result of changes to the project requirements specified by the client. Changes affecting the quotation of fees will be subject to an agreed notice period between the client and WDL, and a revised quotation.
7. Notwithstanding delivery, title to the goods shall not pass to the client until all fees owing on the specified and agreed account by the client to WDL have been paid in full. On receipt of all sums properly due hereunder, WDL here by assigns to the client all intellectual property rights created or arising during the design, development and/or under performance of the work as contemplated here in, with the exception of know how. For the purposes of this provision, "know how" means such skills, knowledge, experience or techniques of whatsoever nature utilised or gained by WDL under or in connection with this agreement. The assignment as contemplated herein will be with full title guarantee, and free of all licences, mortgages, pledges, charges, liens or any other encumbrances of any kind whatsoever.
8. WDL warrants and represents that it will perform the project with all reasonable skill and care commensurate with an expert within the industry and in accordance with best industry practise, WDL further warrants and represents that the output of the project as contemplated herein will be it's own work, or contracted under the guidance of WDL, and WDL has the authority to grant the rights as contemplated hereunder. Each party warrants that it has the right to enter into this agreement and to fully perform all obligations hereunder.
9. WDL warrants that the goods and/or services will be to high level of professional design and implementation, workmanship and materials and fit for purposes made known to it, and/or fit for all purposes as would reasonably be contemplated by an experts within the industry. WDL will at it's option correct or replace the goods or services that is found to be defective.
10. Save as provided elsewhere in this agreement, full responsibility in respect to all work provided by WDL relating to the undertaking of the project and the deliverables shall be passed onto the client at the completion of each phase. This will be subject to the client and WDL carrying out the necessary checks and reviews and where any associated risks have been identified these will be formally agreed between both parties. The client shall therefore indemnify WDL in respect of all financial and technical liability, including professional costs, arising out of any claim made against WDL in respect to the work carried out, patents, infringements, copyrights and deliverables. Notwithstanding reasonable care undertaken by WDL with respect to infringing any intellectual property, patent or copyright during work carried out for the client.

11. It is the responsibility of the client to review and approve any production data. The client will not make any claim against WDL in respect to any work or costs arising subsequent to the issue of production data.
12. WDL and its employees will keep confidential, within the terms of the signed 'Confidentiality Agreement', all information resulting from undertaking the work on behalf of the client and the results of any work or information provided to the client or its suppliers.
13. These terms of business constitute the entire agreement between WDL and the client relating to the subject matter of these 'terms'. Amendments shall not be binding unless agreed in writing between both parties.
14. WDL may use any 'information' created within this project for the purposes of publicity and marketing providing that this 'information' remains fully within the terms of the signed confidentiality agreement or if this 'information' is in the public domain.
15. Any termination of the work being undertaken by WDL must be received in writing from the client and WDL shall be entitled to full remuneration for all work completed to the date of receipt of such notice.
16. This agreement shall be subject to English Law and the Parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts.
17. On receipt of a purchase order it is assumed that these terms have been read, understood and agreed.