

Stichting Safety Leaders Foundation Terms and Condition of Delivery

1 APPLICABILITY

1.1 These General Terms and Conditions shall apply to all requests, quotations, orders, agreements and any addition to these agreements for the provision of deliverables and/or services ("Deliverables") for and/or on behalf of Safety Leaders Foundation to Client ("Client"). "Safety Leaders Foundation" shall mean stichting Safety Leaders Foundation, registered in The Netherlands, Chamber of Commerce number 69588627, and/or any of its affiliates.

1.2 Client's general terms or conditions of whatever kind will not apply, not even in addition to these General Terms and Conditions of Purchase and not even if expressly referred to in Client's purchase order or any other document, and are hereby expressly rejected by Safety Leaders Foundation.

1.3 All work is carried out by Safety Leaders Foundation on the understanding that the Client has agreed to Safety Leaders Foundation terms and conditions.

1.4 Copyright is retained by Safety Leaders Foundation on all design work including words, pictures, ideas, visuals and illustrations unless (a) specifically released in writing and after all costs have been settled and (b) the copyright of a third party is involved.

1.5 If a choice of designs is presented and one is chosen for Client's project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Safety Leaders Foundation, unless specifically agreed in writing.

1.6 Any elements that were used in the production of the client's Deliverable remain the copyright of Safety Leaders Foundation and may be used for any other purpose or other clients.

2 PROJECT ACCEPTANCE

2.1 At the time of proposal, Safety Leaders Foundation will provide the Client with a written estimate or quotation by email. These Terms and Conditions are available from the Chamber of Commerce in Amersfoort, The Netherlands.

2.2 A copy of the written estimate or quotation is to be signed and dated by the Client to indicate acceptance and should be returned to Safety Leaders Foundation.

2.3. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept Safety Leaders Foundation terms and conditions, or an email acknowledging acceptance of the quotation.

3. INVOICING

3.1 Unless agreed otherwise with the Client, all deliverables require an advance payment of a minimum of fifty (50) percent of the project quotation which is due when the first design is supplied to the Client for review. The remaining fifty (50) percent of the quotation total will be due upon completion of the work prior to upload to the server or release of materials.

3.2 Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

3.3 Any invoice queries must be submitted by email within 14 days of the invoice date.

3.4 The Client will be provided with an approval form or proof Email, and an invoice prior to final publication. At this time the remainder of the amount due will become payable and the Client will also be required to sign and return the Approval Form or signify approval by email to Safety Leaders Foundation.

3.5 Publication and/or release of work done by Safety Leaders Foundation on behalf of the client, may not take place before cleared funds have been received.

4. SOURCE FILES

4.1 Safety Leaders Foundation will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

4.2 Charges for design work do not cover the release of Safety Leaders Foundation copyright design source files other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

5 DEFAULT

5.1 An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Safety Leaders Foundation shall be entitled to remove Safety Leaders Foundation 's and/or the Client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

5.2 Removal of such materials does not relieve the Client of its obligation to pay the due amount.

5.3 Clients whose accounts become default agree to pay all Safety Leaders Foundation 's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

6 COPY RIGHTS AND TRADEMARKS

6.1 By supplying text, images and other data to Safety Leaders Foundation for inclusion in the Client's website or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.

6.2 Any artwork, images, or text supplied and/or designed by Safety Leaders Foundation on behalf of the Client, will remain the property of Safety Leaders Foundation and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is

granted to the Client solely for the project defined in the scope or request and not for any other purpose.

6.3 The Client may request in writing from Safety Leaders Foundation, the necessary permission to use materials (for which Safety Leaders Foundation holds the copyright) in forms other than for which it was originally supplied, and Safety Leaders Foundation may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

6.4 Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Safety Leaders Foundation.

6.5 By supplying images, text, or any other data to Safety Leaders Foundation, the Client grants Safety Leaders Foundation permission to use this material freely in the pursuit of the design.

6.6 Should Safety Leaders Foundation, or the Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Safety Leaders Foundation to remove and/or replace the file on the site.

6.7 The Client agrees to fully indemnify and hold Safety Leaders Foundation free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

7 ALTERNATIONS

7.1 The Client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

7.2 The Client also agrees that Safety Leaders Foundation holds no responsibility for any amendments made by any third party, before or after a design is published.

8. LICENSING

8.1 Any design, copywriting, drawing, idea or code created for the Client by Safety Leaders Foundation, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Safety Leaders Foundation and any of its relevant sub-contractors.

8.2 All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

8.3 Safety Leaders Foundation will not be held responsible for any and all damages resulting from such claims.

8.4 Safety Leaders Foundation is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold Safety Leaders Foundation responsible for any such loss or damage.

8.5 Any claim against Safety Leaders Foundation shall be limited to the relevant fee(s) paid by the Client.

9 DATA FORMATS

9.1 The client agrees to Safety Leaders Foundation's definition of acceptable means of supplying data to the company.

9.2 Text is to be supplied to Safety Leaders Foundation in electronic format as standard text (.txt), MS Word (.docx) WeTransfer or published on You Tube.

9.3 Images which are supplied in an electronic format are to be provided in a format as prescribed by Safety Leaders Foundation via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Safety Leaders Foundation will not be held responsible for any image quality which the client later deems to be unacceptable.

9.4 Safety Leaders Foundation cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

9.5 Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images

10 PROJECT DURATION

10.1 any indication given by Safety Leaders Foundation of a design project's duration is to be considered by the Client to be an estimation. Safety Leaders Foundation cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Safety Leaders Foundation for the initial payment or by date confirmed in writing by Safety Leaders Foundation.

11 RIGHTS OF ACCESS FOR WEB DESIGN

11.1 The client agrees to allow Safety Leaders Foundation all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

11.2 The Client also agrees to allow Safety Leaders Foundation access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

11.3 The Client agrees to supply Safety Leaders Foundation with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

12 PROJECT COMPLETION

12.1 Safety Leaders Foundation considers the project complete upon receipt of the Client's signed Approval form or signoff email. Other services such as printing, display panel production, film-work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

13 WEB DESIGN

13.1 Safety Leaders Foundation require that a template is approved by the Client before coding of a site commences. Once the template(s) for the web site are approved by the Client, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

13.2 Once web design is complete, Safety Leaders Foundation will provide the Client with the opportunity to review the resulting work. Safety Leaders Foundation will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Safety Leaders Foundation by e-mail. Safety Leaders Foundation will consider that the client has accepted the original draft, if no notification of changes is received in writing from the Client, within 14 days of the start of the review period.

13.3 Safety Leaders Foundation may request that clients change the type of hosting account used if that account is deemed by Safety Leaders Foundation to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Safety Leaders Foundation's virtual server are due at the commencement of any period of service and are non-refundable.

14 HOSTING

14.1 Fees due to third party hosting organisations are the responsibility of the client and Safety Leaders Foundation are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the Client / domain owner.

15 DOMAIN REGISTRATION

15.1 Safety Leaders Foundation cannot guarantee the availability of any domain name. Where Safety Leaders Foundation is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

16 SEARCH ENGINE

16.1 Due to the infinite number of considerations that search engines use when determining a site's ranking, Safety Leaders Foundation cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Safety Leaders Foundation recommend that Clients use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

17 DESIGN CREDITS

17.1 The Client agrees to allow Safety Leaders Foundation to place a small credit on printed material exhibition displays, advertisements and/or a link to Safety Leaders Foundation

own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The Client also agrees to allow Safety Leaders Foundation to place websites and other designs, along with a link to the client's site on Safety Leaders Foundation's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

18 RIGHTS OF REFUSAL

18.1 Safety Leaders Foundation will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant authorities. Safety Leaders Foundation also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Safety Leaders Foundation does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the Client is obliged to allow Safety Leaders Foundation to remove the contravention without hindrance, or penalty. Safety Leaders Foundation is to be held in no way responsible for any such data being included.

19 CANCELLATION

19.1 Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Safety Leaders Foundation will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Safety Leaders Foundation within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

20 DISCLAIMER

20.1 Safety Leaders Foundation makes no warranties of any kind, express or implied, for any and all Deliverables and/or services that it supplies. Safety Leaders Foundation will not be held responsible for any and all damages resulting from Deliverables and/or services it supplies. Safety Leaders Foundation is not responsible for any loss, or consequential loss of data, or non-delivery of Deliverables or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The Client agrees not to hold Safety Leaders Foundation responsible for any such loss or damage. Any claim against Safety Leaders Foundation shall be limited to the relevant fee(s) paid by the Client.

20.2 Safety Leaders Foundation reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Safety Leaders Foundation will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

21 GENERAL

21.1 These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Safety Leaders Foundation reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

21.2 The Agreement and any dispute or matter arising under it shall be governed by the laws of The Netherlands and the parties submit to the exclusive jurisdiction of the Dutch courts in Amsterdam.

22 ACCEPTANCE OF TERMS AND CONDITIONS AND QUOTATIONS

22.1 The placement of an order for design and/or any other services offered by Safety Leaders Foundation, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.glazierdesign.com.

22.1 An estimate validated by the Client's signature on the estimate or quotation form, or by email, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Safety Leaders Foundation.