

# Terms and Conditions

The following constitute the terms and conditions under which Lytestyle Designs Ltd trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the Lytestyle Designs Quote represent the totality of the agreement and form the Contract between Lytestyle Designs and the Customer.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole.

## 1. Designs

All designs, including schematic diagrams, hardware prototypes, source code and any bespoke I.P remain the property of Lytestyle Designs Ltd until paid for in full.

## 2. Delivery

Lytestyle Designs Ltd will endeavour to meet all delivery schedules agreed at the outset, however due to the nature of the work, delivery schedules can only be estimates and unforeseen occurrences can impact on delivery dates.

Lytestyle Designs Ltd will inform the customer at the earliest opportunity if it becomes apparent that the delivery schedule(s) cannot be met.

## 3. Prices

All fixed price quotations are valid for 30 days from the quotation date.

All estimates are based on current design labour rates at the time of estimation. Lytestyle Designs staff will adhere to these labour rates for the duration of the project unless the project is of such duration that during the time of the project current design labour rates have changed to a significant degree. In such instance Lytestyle Designs Ltd reserve the right to alter its design labour rates in line with accepted current rates.

Lytestyle Designs will endeavour to fix labour rates for any subcontract staff for the duration of the project however where project timescales are prolonged and accepted labour rates change significantly as noted above, this may not always be possible and Lytestyle Designs Ltd may pass these increased costs onto the customer.

## 4. Payment Terms

1. For design projects below the cost of £4000 (GBP), excluding VAT, Lytestyle Designs Ltd will issue an invoice on completion of the work.

Exceptions to the above are when a required capital investment for materials of greater than £2000 (GBP) is required. Lytestyle Designs Ltd may at its discretion require a percentage of costs before embarking on the project.

All invoices are to be paid within 30 days net.

2. For design projects above the cost of £4000 (GBP), excluding VAT, Lytestyle Designs Ltd will, at its discretion, require one of two payment methods.

### Method 1.

33% of the total estimated cost of the project as a deposit before work commences.

33% of the total estimated cost of the project as payment on delivery of first off working prototype unit(s).

Balance of payment for delivery of all design information including schematic diagrams, source code, PCB files and any bespoke I.P.

### Method 2.

Lytestyle designs will provide to the customer a weekly invoice detailing design time spent on the project and any external costs including material costs and subcontract staff.

Lytestyle Designs will provide on request, details of work achieved during the invoice period.

All weekly invoices are to be paid within 7 days net.

## 5. Cancellation

The customer may cancel the project at any time by written or electronic communication with Lytestyle Designs Ltd.

From the date of cancellation certain charges may become payable as listed below.

- a) Any outstanding costs for design time spent on the project by Lytestyle Designs staff.
- b) Any outstanding costs for design time spent on the project by subcontract staff working on behalf of Lytestyle Designs Ltd.
- c) Any outstanding material costs incurred by Lytestyle Designs Ltd in conjunction with the project and purchased exclusively for the project.
- d) Any loss of profits resulting from the cancellation of the project or a percentage thereof.
- e) Any other costs incurred by Lytestyle Designs Ltd solely in conjunction with the project and which are otherwise unrecoverable.

## 6. Applicable Law

The Agreement and these General Terms and Conditions will be exclusively governed by English law and the jurisdiction of the English courts.