

# H Production Purchase Terms of Business

## Terms

- **Reservation**
  - Upon submission of a bid against an RFQ, the bid will be valid for at least 3 months from date of bid
  - The resources necessary to perform the Services, supply the Product or Hire the equipment will be available for the period set out above.
- **Payment**
  - Payment terms from H Production will be:
    - 10% upon acceptance of the quotation
    - 50% prior to the Event
    - 40% post successful Event Customer review which should happen within 14 days of the close of the Event.
    - Payment will be made within 30 days following receipt of invoice to H Production.
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In the event that your Bid against this RFQ is successful then:

- **Insurance**
  - You will hold a minimum of DHM 15m Public Liability insurance
  - Present a copy of the insurance certificate upon acceptance of the quotation by H production
- **Warranty**
  - The warranty offered is to be that the Services are to the quality, timeliness and responsiveness agreed.
  - In the case of Product then the Product should be Fit for Purpose and that it is compliant with the Product Technical Specification.
- **Liability and Indemnification**
  - It will be necessary to agree the Maximum Liability levels which will apply for breach under a contract and the Conditions of termination.
  - It will be necessary to agree levels of Indemnification which will apply.
- **Confidentiality**
  - In submitting a Bid is response to this RFQ you accept that you will be treating all information, designs and know how shared with you for the purpose of this Event as Confidential and that it may be necessary to sign a specific Confidentiality Agreement in order to proceed upon acceptance of the Bid. A copy of the Confidentiality Agreement is attached in Annex 1 of this RFQ.
- **Brand and Intellectual Property**
  - In general title to the intellectual property (IP) pre-existing this RFQ remains with the originating party. A license to exploit IP may be granted to a requesting party by the originating party to full the requirements of this RFQ and subsequent bid an such a license will not be unreasonably withheld.
  - New IP created during the discharge of a contract flowing from this RFQ will be shared in order that each party has rights to exploit it unless it will reside with the Event Customer.
  - Title to new IP which is created specifically for the Event and is specified as a deliverable in an agreement will vest in the party paying the invoice for the IP.
- **Non solicitation**
  - You agree that it is prohibited to approach any members of the H Production staff in relation to changing employers. Any attempts to do so will result in the strictest application of any sanctions available in this agreement in addition to the requirement to pay a finder's fee of 2 times salary at H Production.
  - When the Event Customer is revealed it will be prohibited for you to approach the Event Customer for any reason, operational or business development, unless previously agreed with H Production. Failure to uphold this term will be met with the strictest application of available sanctions.
- **Brand and Representation**
  - You will represent yourselves as H Production and not promote your own brand in any way other than irremovable logos on equipment nod clothing. Wherever possible your staff, when on site, shall wear Hi Viz vests supplied by H Production and these same shall be returned to the H Productions manage post event.
- **Mobilisation**
  - The H production approach to any project is to Mobilise all Event resources at a meeting at least two weeks before the Event in order that everyone associated with delivery is introduced, interfaces defined and everyone understand the timelines and any potential for errors is mitigated. The Mobilisation will take the form of a meeting and shall last for half a day.