



GENERAL TERMS AND CONDITIONS OF SALE

INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Conditions: these terms and conditions.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Customer Content: all materials, information, photographs, trade marks (registered or unregistered), images, writing and other creative content provided by the Customer for use in the preparation of/ incorporation into the Deliverables.

Deliverables: any output of the Services set out in the Specification and/ or the Order

Force Majeure: has the meaning given to it in clause 14.1.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the supply of Goods and/or Services.

Services: any services supplied by the Supplier to the Customer as set out in the Specification and/ or Order.

Specification: in relation to Goods, any specification for the Goods (including any relevant plans or drawings) that is agreed in writing by the Customer and the Supplier and in relation to Services, the description or specification for Services provided in writing by the Supplier to the Customer, provided that for the purposes of this clause "writing" includes email,

Supplier: Michael Davies & Associates Limited t/a Staci registered in England and Wales with company number 02165614.

BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/ or Services from the Supplier in accordance with these Conditions.

2.2 The Order is deemed accepted only when the Supplier issues a written acceptance of the Order or otherwise takes steps to fulfil it, upon which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Any drawings or advertising provided by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract or have any contractual force.

2.5 The parties agree that the Specification is incorporated into the Contract.

2.4 Any quotation given by the Supplier shall not constitute an offer.

GOODS

3.1 The Goods are as described in the Specification.

3.2 To the extent the Goods and/ or any Deliverables are to be designed in accordance with a Specification provided by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by it in connection with any claim against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.

3.3 The Supplier may amend the Specification if required by any applicable statutory requirement and the Supplier shall notify the Customer, which notification may be given by email, in such event.

CUSTOMER OBLIGATIONS

4.1 The Customer shall:

(i) co-operate with the Supplier in all matters relating to the Services;

(ii) if requested to do so by the Supplier, provide prompt approval and/ or feedback (as appropriate) with respect to the Deliverables;

(iii) if requested to do so by the Supplier, promptly provide Customer Content (if applicable) in a form suitable for reproduction and/ or incorporation into the Deliverables without further preparation;

4.2 The Supplier shall not be liable to the Customer under this Contract or any other contract between the parties if its performance of any of its obligations is prevented or delayed by any act or omission of the Customer, its agents, subcontractors or consultants. Without prejudice to any other right or remedy the Supplier may have, the Supplier shall be permitted an extension of time to perform its obligations equal to the delay caused by the Customer.

DELIVERY OF GOODS

5.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

5.2 Delivery of the Goods shall be completed on the unloading of the Goods at the Delivery Location.

5.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.4 If the Supplier fails to deliver the Goods, its liability under the Contract and any other contract between the parties shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. If the Customer fails to accept or take delivery





of the Goods, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract the Supplier may:

- (i) resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods; or
- (ii) store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including but not limited to insurance).

5.5 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered.

5.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

QUALITY OF GOODS

6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

- (i) conform in all material respects with their description and any applicable Specification;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Subject to clause 6.3, if the Goods fail to comply under the warranty in clause 6.1 the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if the Customer alters or repairs such Goods without the written consent of the Supplier or the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use or maintenance of the Goods or as a result of the Supplier following any drawing, design or Specification supplied by the Customer or a result of fair wear and tear, wilful damage, negligence, or abnormal working or use conditions or where the Supplier has approved samples and the Goods conform with those samples in all material respects.

6.4 Except as provided in clause 6.2, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 6.2.

TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery. If Goods are held

on behalf of the Customer by the Supplier prior to delivery, the Supplier will retain risk and will be responsible for insuring the Goods to their full cost value.

7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (i) the Goods; and
- (ii) any other goods that the Supplier has supplied to the Customer;

unless the Customer sells or disposes of the Goods in the normal course of its business, in which case title shall pass immediately prior to such sale or disposal.

7.3 Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, but the Customer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 12.1 or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

SUPPLY OF SERVICES

8.1 The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects.

8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 The Supplier shall have the right to make any changes to the Goods or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Goods or Services, and the Supplier shall notify the Customer in any such event, which notification may be given by email.

8.4 The Supplier warrants to the Customer that it will provide the Services using reasonable care and skill.

CHARGES AND PAYMENT

9.1 The price for Goods and Services shall be the Supplier's quoted price, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery.

9.2 The Supplier shall invoice the Customer on or at any time after completion of delivery of Goods and/or performance of Services.

9.3 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the



invoice. Time for payment shall be of the essence of the Contract.

9.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

9.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to: i) charge interest on the overdue amount at the rate of 4 per cent per annum above the then current National Westminster Bank PLC's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly; and ii) recover all costs, losses, liabilities, fees and expenses (including legal and other professional costs and expenses) suffered, incurred or agreed to be paid by it in recovering the overdue amount from the Customer or otherwise as a result of the failure by the Customer to make payment in accordance with the Contract.

9.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in any Customer Content shall remain the sole property of the Customer or its licensors. The Customer grants to the Supplier an irrevocable, royalty free, non-exclusive licence to use, reproduce, modify, share with suppliers and prospective suppliers, display and publish the Customer Content solely in connection with the Supplier's performance of the Services.

10.2 Subject to clause 10.1 all intellectual property rights in the Deliverables shall vest in the Supplier and the Customer acquires no right, title or interest in such intellectual property rights save as set out in these terms.

10.3 The Supplier hereby grants, or shall procure the direct grant to the Customer of, a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding the Customer Content) for the purpose of using the Services and the Deliverables in its business and the Customer shall not sub-licence, assign or otherwise transfer the rights granted in this clause.

10.4 The Supplier warrants that the receipt and use of the Deliverables by the Customer shall not infringe the rights of any third party. The Supplier shall not be in breach of the warranty set out in this clause to the extent the infringement arises from: i) the use of the Customer Content in the development of, or the inclusion of the Customer Content in any Deliverable

or the Goods; ii) any modification of the Deliverables or Services other than by or on behalf of the Supplier; and (iii) compliance with the Customer's Specification or instructions.

10.5 The Customer warrants that the receipt and use of the Customer Content in the performance of this Contract by the Supplier, its agents, subcontractors or consultants shall not infringe the rights of any third party.

10.6 The Customer shall indemnify and keep indemnified the Supplier in full against all liabilities, costs, expenses, damages and losses and all reasonable costs and expenses, suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the receipt or use in the performance of the Contract of the Customer Content.

LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or any other liability which may not legally be limited.

11.2 Subject to clause 11.1:

(i) the Supplier shall not be liable to the Customer, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and

(ii) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, shall not exceed the invoice value of the Goods and/or Services for the Contract.

11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

TERMINATION

12.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer or suspend the supply of Services and/ or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:

(i) the Customer commits a material breach of its obligations under this Contract (including but not limited as to payment of price) and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;



(ii) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

(iii) the Customer makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);

(v) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(vi) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(vii) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

(viii) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1 (ii) to clause 12.1 (vii) (inclusive);

(ix) the other party ceases to carry on its business.

CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:

(i) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;

(ii) the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and

(iii) the accrued rights and remedies of the parties as at termination shall not be affected, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

FORCE MAJEURE

14.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking

off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident, and any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

14.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract (apart from the obligation to make payment) by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3 The Affected Party shall:

14.4 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract, provided that such notification may be made by email; and

14.5 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

GENERAL

15.1 Assignment and other dealings.(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

15.2 Notices. (a) Save as otherwise expressly provided, any notice given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting (Business Day for the purposes of this clause means a day (other than a Saturday, Sunday or public holiday). Notifications by email shall be deemed delivered at the time of transmission, or, if





this time falls outside of normal business hours in the place of receipt, when normal business hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 15.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

15.4 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.6 The Contract constitutes the entire agreement between the parties.

15.7 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.9 No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

15.10 Governing Law and Jurisdiction This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including but not limited to non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

