

Creasefield Limited - Terms and Conditions for the Purchase of Goods and Services

1 Definitions and interpretations

1.1 In these Conditions the following definitions apply:

"**Affiliate**" means in respect of a company, that company's holding company and subsidiary companies and its holding company's subsidiary companies from time to time (with "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006);

"**Business Day**" a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

"**Commencement Date**" has the meaning set out in clause 2.2;

"**Conditions**" means the terms and conditions of purchase set out in this document;

"**Contract**" means the contract for the supply of goods and/or services formed by the Supplier's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Order;

"**Customer**" means Creasefield Limited (Registered No. 01369845) or its Affiliate who has placed the Order;

"**Deliverables**" any documents, specifications, materials, goods, products or other results of bespoke services that the Supplier produces for the Customer, as more particularly set out in the Order;

"**Delivery Address**" means the address at which the Customer requires delivery of the Goods;

"**Delivery Date**" means the date on which the Supplier shall deliver the Goods;

"**Good Industry Practice**" means the use of standards, practices, methods and procedures conforming to the law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar services to an organisation of a similar size and nature as the Customer under the same or similar circumstances;

"**Goods**" means the goods which the Supplier is to supply to the Customer in accordance with the Contract;

"**Intellectual Property Rights**" means all current and future copyright, patents, trade marks, rights in databases, inventions, trade secrets, know-how, rights in respect of confidential information, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection subsisting at any time in any part of the world;

"**Price**" means the price of the Goods and/or Services;

"**Order**" means the Customer's order for Goods and/or Services, incorporating these Conditions;

"**Services**" means the services which the Supplier is to supply to the Customer in accordance with the Contract; and

"**Supplier**" means the Supplier specified in these Conditions, as being the supplier of the Goods and/or Services

1.2 The Delivery Address, Delivery Date, Price, Goods and Services and any other information relating to the subject matter of the Contract shall be as specified on the Order or, if not so specified, as otherwise advised by the Customer or agreed in writing between the parties.

2 Basis of Contract

2.1 These Conditions apply to all contracts for the purchase of Goods and/or Services entered into by the Customer and all orders placed by the Customer are subject to these Conditions. The Supplier agrees to deal with the Customer on these

Conditions to the exclusion of all other terms, conditions, warranties or representations with the exception of any terms specified on the Order. In particular, but without limitation, any terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgment or acceptance of order are expressly excluded.

2.2 The Customer will be bound by an Order only if the Supplier accepts it by signing and returning the acknowledgement copy of the Order within 7 days of the date of such Order or undertakes an act of part performance specifically referable to the Order on which date the Contract shall come into existence ("**Commencement Date**").

3 Purchase of Goods

3.1 Conditional upon the acceptance by the Supplier of an Order, the Supplier agrees to sell the Goods to the Customer.

3.2 The Supplier shall comply (and, shall ensure that the manufacturer shall comply) with all applicable regulations, legal requirements and codes of practice and Good Industry Practice concerning the manufacture, labelling, packaging, packing, storage, transport and delivery of the Goods and shall ensure that the Goods are properly packed, labelled and secured so as to reach their destination in an undamaged condition.

3.3 Ownership of the Goods shall pass to the Customer upon delivery to the Customer. Risk of damage to or loss of the Goods shall pass to the Customer upon delivery to the Customer.

4 Delivery

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods to the Customer at the Delivery Address on the Delivery Date during the Customer's business hours. Time of delivery is of the essence of the Contract.

4.3 If, through no fault of the Customer, the Goods are not delivered in full on the Delivery Date then, without prejudice to any other rights which it may have, the Customer reserves the right to:

4.3.1 cancel the Contract in whole or in part without liability to Supplier;

4.3.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

4.3.3 recover from the Supplier any expenditure reasonably incurred by the Customer in obtaining substitute goods from another supplier;

4.3.4 claim damages for any costs, liabilities, loss and/or expense suffered or incurred by the Customer which are in any way attributable to the Supplier's failure to deliver the Goods on the Delivery Date; and

4.3.5 have all sums previously paid by the Customer to the Supplier under the Contract refunded by the Supplier.

4.4 If the Customer cannot accept delivery of the Goods on the Delivery Date, the Supplier shall store the Goods without charge for the Customer until such time as the Customer shall notify the Supplier that it is able to accept delivery.

4.5 The Customer shall be entitled to alter the Delivery Date upon not less than 5 days' written notice to Supplier.

4.6 The Supplier may only make delivery of Goods by

instalments with the prior written approval of the Customer.

4.7 The Customer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall be entitled to a full refund of any sums paid in respect of such Goods. Supplier shall promptly collect any rejected Goods at its own expense. Signature of a delivery note by a representative or agent of the Customer is proof of delivery only.

4.8 If the Goods are delivered to the Customer in excess of the quantities ordered, the Customer shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

5 Provision of Services

5.1 The Supplier shall perform the Services in accordance with the Contract.

5.2 The Supplier shall:

5.2.1 perform the Services in accordance with the highest professional standards and ethics which are consistent with those of the Customer and in accordance with all applicable regulation, legal requirements and codes of practice and Good Industry Practice;

5.2.2 devote all the time and attention to the performance of the Services which is necessary for their satisfactory completion in accordance with the Contract;

5.2.3 advise and assist the Customer with respect to all aspects of the Services and comply with the reasonable requests of the Customer with respect to their performance;

5.2.4 keep the Customer informed of the progress of the Services on a regular basis and, in any event, as and when reasonably required by the Customer, and

5.2.5 whilst on the Customer premises observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the Services shall observe, all health and safety rules and regulations and security requirements that apply at the Customer's premises from time to time.

5.3 The Supplier shall meet any performance dates specified in the Order or agreed in writing between the parties. If the Supplier fails to do so, the Customer may (without prejudice to any other rights it may have):

5.3.1 terminate the Contract in whole or in part without liability to the Supplier;

5.3.2 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

5.3.3 recover from the Supplier any expenditure reasonably incurred by the Customer in obtaining substitute services from another supplier,

5.3.4 claim damages for any costs, liabilities, loss and/or expense suffered or incurred by the Customer which are in any way attributable to the Supplier's failure to perform the Services on time; and

5.3.5 have all sums previously paid by the Customer to the Supplier under the Contract refunded by the Supplier.

5.4 If the Customer cannot accept performance of the Services on the agreed date, the Supplier shall postpone the performance of the Services without charge to the Customer until such time as the Customer shall notify the Supplier that it is able to accept performance.

5.5 Subject to clause 5.6, the Customer shall grant the Supplier and its employees such access to its premises, offices, facilities and equipment as is reasonably necessary for the performance of the Services. The Customer reserves the right to refuse to admit to its premises any person independent of or

directly or indirectly employed or engaged by the Supplier whose admission would be, in the reasonable opinion of the Customer, undesirable.

5.6 The Supplier shall and shall procure that its personnel in attendance at the Customer's premises and/or offices shall at all times observe and comply with any and all health and safety, security and other policies notified by the Customer in relation to such premises together with any and all further reasonable instructions or warnings given by the Customer and/or Affiliates orally or in writing from time to time.

6 Prices and payment

6.1 The Price shall be inclusive of the Supplier's charges for transport, packaging, packing, insurance, delivery to the Delivery Address and any customs or other duties (except UK value added tax). If the Customer makes its own arrangements for the carriage of and/or packaging for the Goods an amount equivalent to the cost to the Supplier of carriage of and/or packaging for the Goods shall be deducted from the Price.

6.2 The Price is exclusive of any applicable UK value added tax, which the Customer shall be additionally liable to pay to the Supplier subject to receipt of a VAT invoice.

6.3 The Supplier shall not be entitled to increase the Price or levy extra charges or expenses, howsoever arising, against the Customer.

6.4 The Supplier shall be entitled to invoice the Customer for all amounts due under the Contract on or at any time after the later of delivery of the Goods and/or completion of the Services or at such other time as the Order states or the parties have agreed in writing. Each invoice shall quote the Customer's applicable Order number.

6.5 The Customer shall make payment to the Supplier in respect of each invoice validly issued by the Supplier (subject to any deduction or set off of any sums owed to the Customer by the Supplier) within 60 days following the month in which the Customer received the invoice, but time for payment shall not be of the essence of the Contract.

6.6 The Supplier shall provide the Customer with such invoices, advice notes, delivery notes, timesheets and other documentation as the Customer shall from time to time specify.

6.7 The Supplier shall be entitled to interest on undisputed overdue sums at a rate of 2% per annum above the base lending rate for the time being of Barclays Bank plc.

7 Intellectual Property Rights and Confidentiality

7.1 The Intellectual Property Rights and other rights in any and all items, documents, specifications and materials from time to time provided to Supplier by the Customer in connection with and/or for the purpose of delivery of the Goods and/or Services belongs to the Customer or its licensors and, except solely to the extent necessary to perform Suppliers obligations under the Contract, the Supplier shall have no right or title to the same. The Supplier warrants, represents and undertakes that it shall not use the Intellectual Property Rights of the Customer except to the extent necessary for it to fulfil its obligations under the Contract.

7.2 The Supplier hereby assigns all Intellectual Property Rights and other rights in any and all Deliverables to the Customer and, except solely to the extent necessary to perform Suppliers obligations under the Contract, the Supplier shall have no right or title to the same. The Supplier shall, at the Supplier's cost, perform (or procure the performance of) all further acts and

things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Customer requests to vest in the Customer the full benefit of the right, title and interest assigned to the Customer under this Contract, including registration of the Customer as applicant or registered proprietor of the Deliverable.

7.3 To the extent that the Supplier supplies Goods which are component parts, the Supplier agrees and accepts that the Customer may use the Goods as components of final articles which it may offer for sale to its customers. Accordingly, the Supplier agrees that the Customer may make reference to the Supplier and/or the Goods in its promotional material.

7.4 Nothing in the Contract grants any right to the Supplier to apply any trade mark, logo or name of the Customer and/or any other Affiliate to any Goods or use any such trade mark, logo or name in the course of the performance of the Services. Any such use shall be subject to a separate agreement between the parties.

7.5 The Supplier shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes and initiatives which are of a confidential nature and have been disclosed to it by the Customer and/or any other Affiliate, and any other information concerning business of the Customer and/or any other Affiliates which it may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Suppliers obligations to the Customer. This condition shall not apply to information which is in or which comes into the public domain (other than as a result of the Supplier's breach of confidence) in substantially the same form in which it is disclosed to the Supplier.

8 Publicity

8.1 The Supplier shall not make any announcement, statement and/or press release in connection with the Contract or any other arrangements between the parties relating to the supply of the Goods and/or Services at any time (including, without limitation, any announcement and/or press release with respect to the commencement, expiry and/or termination of the Contract) except with the prior written agreement of the Customer.

8.2 Without prejudice to the generality of the foregoing the Supplier shall not be entitled to describe itself as a supplier to the Customer and/or any other Affiliates without the express prior written agreement of the Customer.

9 Warranty and Indemnity

9.1 The Supplier warrants, represents and undertakes to the Customer that the Goods and Deliverables:

9.1.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier before the Contract was entered into;

9.1.2 will be free from defects in design, material and workmanship;

9.1.3 will correspond with any relevant specifications, samples or descriptions provided by or to the Supplier;

9.1.4 will comply with all statutory requirements and regulations;

9.1.5 will be its original work and will not be copied wholly or substantially from any other source;

9.1.6 will not infringe the rights of any third party; and

9.1.7 the representations made by it during any tender process (including, without limitation, those contained within any tender documentation) are true, materially accurate and not misleading.

9.2 The Supplier warrants, represents and undertakes to the Customer that the re-sale of the Goods by the Customer and /or use of the Goods and Deliverables in the manner envisaged by the Customer:

9.2.1 will comply with all statutory requirements and regulations; and

9.2.2 will not infringe the rights, including Intellectual Property Rights of any third party.

9.3 The Supplier warrants, represents and undertakes to the Customer that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill, in accordance with the highest professional standards and ethics which are consistent with those of the Customer and in accordance with all applicable regulation, legal requirements and codes of practice and Good Industry Practice.

9.4 The Supplier shall be given opportunities to examine and shall be deemed to have fully examined all technical drawings and specifications for the Goods and no claim whatsoever by the Supplier on the grounds of insufficient knowledge or misunderstanding in any respect shall be considered by the Customer.

9.5 Without prejudice to clauses 9.1, 9.2, 9.3 and 9.4 the Supplier undertakes to the Customer that all information supplied to the Customer in connection with the purchase of the Goods and/or Services and particularly with regard to the safety and compliance with applicable laws is complete and accurate in all respects and that no significant change will be made to the matters which have been the subject of the Customer's enquires.

9.6 The Customer shall have the right to inspect the production of the Goods at any stage prior to their delivery upon giving reasonable notice to the Seller.

9.7 The Supplier shall both during and after the term indemnify and hold the Customer and its Affiliates harmless in full against any and all liability, loss, damages, costs and expenses whether direct, indirect or consequential (including, without limitation, legal expenses) suffered, awarded against, incurred and/or paid by the Customer as a result of or in connection with a claim by a third party against the Customer or an Affiliate that relates to Goods or Services provided under the Contract.

9.8 If within 12 months of the date when the Goods are first put to use, the Customer notifies the Supplier of a defect (being a fault in workmanship, material or design or any discrepancy whatsoever from any Customer technical specification) the Supplier warrants that it will replace or repair such defective Goods at the Supplier's expense (including packaging and carriage). Any Goods repaired or any replacement Goods shall be subject to a like warranty.

9.9 The Supplier shall take out and maintain in full force and effect, with an insurer of repute, insurance against all insurable liabilities under this clause 9 and shall produce documentary evidence of such insurance policies on request by the Customer.

10 Exclusion of the Customer's liability

10.1 Subject to clause 10.3, the Customer's total aggregate liability to the Supplier in respect of all causes of action arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the Price.

10.2 Subject to clause 10.3 below, the Customer shall not have any liability whatsoever for any indirect, special, consequential or exemplary damages arising out of the making of the Order, the purchase of the Goods and/or Services or any breach of the Contract whether or not a party knew or should have known of the possibility of such loss.

10.3 Nothing in this Contract shall limit or exclude either party's liability:

- 10.3.1 for death or personal injury caused by its negligence; or
- 10.3.2 for fraudulent misrepresentation; or
- 10.3.3 under any indemnity in these Conditions.

11 Cancellation

11.1 The Customer shall be entitled, at any time and without liability to the Supplier, to cancel the whole and/or any part of its offer to purchase the Goods and/or Services and to terminate the Contract in whole and/or in part by giving notice to the Supplier at any time prior to delivery or performance, in which event:

11.1.1 the Contract shall continue in full force and effect in respect of Goods and/or Services already delivered or paid for by the Customer (if any); and

11.1.2 the Supplier shall, if so required by the Customer and notwithstanding the Customer having indicated that it wishes to cancel its order to purchase any of the Goods and/or Services, complete and deliver any partially completed and/or delivered Goods and all the terms of the Contract shall apply to such Goods and/or Services.

12 Termination

12.1 The Customer shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier if:

12.1.1 the Supplier commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 10 days of receipt of notice of the breach requiring remedy of the same; or

12.1.2 the Supplier makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise; or

12.1.3 the Supplier ceases or threatens to cease to carry on business; or

12.1.4 there is at any time a material change in the management, membership or control of the Supplier; or

12.1.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Customer the capability of the Supplier to adequately fulfil its obligations under the Contract has been jeopardised; or

12.1.6 if the Customer reasonably apprehends that any of the events specified in clause 12.1.2 to 12.1.5 is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12.2 In the event of termination pursuant to this clause 12 then:

12.2.1 without prejudice to any other right or remedy available to it, the Customer shall be entitled to deduct by way of set-off, any sums paid to the Supplier for Goods which have not yet been delivered. All accrued rights and liabilities of the parties shall survive termination or expiration of the Contract; and

12.2.2 clauses which expressly or by implication have effect

after termination shall continue in full force and effect, including clauses 7, 8, 9.4, 9.6, 9.7, 10 and 15.

13 Force Majeure

Each party reserves the right at any time without liability to the other to defer the Delivery Date and/or payment and/or to cancel the Contract and/or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (other than those relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

14 Notice

14.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

14.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

14.3 This clause 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15 General

15.1 The Contract is personal to the Supplier and the Supplier may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of the Customer.

15.2 The Goods and/or Services purchased under the Contract may be used by the Customer and/or any other Affiliates. Accordingly, each Affiliate which uses or relies upon the Goods and/or Services (or any part of them) shall have the benefit of and be entitled to enforce the Contract,

15.3 Subject to clause 15.2, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.

15.4 Notwithstanding clause 15.2:

15.4.1 the Contract may be varied by the Customer from time to time or terminated by the Customer in accordance with its terms without the consent of any other Affiliate and sections 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999 do not apply to the Contract;

15.4.2 any consents, approvals or notices to be issued under the Contract are only required to be issued by the Customer and not by any other Affiliate; and

15.4.3 the Supplier shall only be entitled to enforce the terms of

the Contract against the Customer and/or make any claim in relation thereto against the Customer (and not against any other Affiliate).

15.5 The remedies available to each party under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the other party.

15.6 The Customer's rights and remedies are cumulative and no failure or delay by the Customer in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by the Customer in writing to be so, nor shall any partial exercise of a right or remedy preclude or limit the further exercise of that or any other right or remedy.

15.7 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.8 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

15.9 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the Contract.

15.10 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.11 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

15.12 The Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation (unless made fraudulently), undertaking or promise shall be taken to have been given, implied or relied upon from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.

15.13 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

15.14 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including 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.