IV DISPLAY LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms have the following meanings:

Amendments: minor changes or tweaks to the Initial Designs in accordance and limited to the agreed Creative Brief;

Company: IV Display Limited, trading as Inspired Visual;

Company Material: any documents, plans, drawings, designs, artwork, illustrations, plans, discs, computer print outs, prototypes, models, tools, moulds, dies, patterns, and all data, materials or other information provided by the Company to the Customer relating to the Goods and/or Services, or otherwise used by the Company in supplying the Goods and/or Services to the Customer and including the Final Design;

Conditions: the terms and conditions set out in this document;

Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

Contract: the agreement between the Company and the Customer for the supply of Goods and/or Services to the Customer, incorporating these Conditions;

Creative Brief: the agreed, written description of the Initial Design to be created by the Company for the Customer;

Customer: the person, firm or company who wishes to purchase Goods and/or Services from the Company subject to the Contract and these Conditions;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation, the EU General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any laws which implement, supplement, replace, extend, re-enact, consolidate or amend any of the foregoing;

Deposit: the non-refundable deposit of 50% against the Price to be paid by the Customer following the execution of the Contract by the parties;

Final Design: the final design for the Goods to be produced by the Company following, if applicable, the Initial Design for the Customer in accordance with the Creative Brief;

Goods: the goods designed by the Company for the Customer which the Company is to supply to the Customer under the Contract;

Initial Design: the initial design for the Goods produced by the Company following the Creative Brief;

Input Material: any specification or other material, information or instructions to be provided by the Customer to the Company for use by the Company in supplying the Goods and/or Services to the Customer which are owned by the Customer prior to this Contract, including any words, images or designs to be applied to the Goods at the Customer's request;

Installation Works: the installation of the Goods agreed in the Contract to be undertaken by the Company for the Customer;

Intellectual Property Rights: any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

Lead Time: the time within which the Company estimates that the Goods will be delivered and/or the Services will be performed;

Order: the Customer's verbal or written acceptance for the supply of the Goods and/or Services following a Quotation;

Price: the price to be paid by the Customer under the Contract less any Deposit paid to the Company;

Quotation: the Company's quotation for the supply of the Goods and/or Services;

Services: the services which the Company is to supply to the Customer under the Contract, which are comprised of the Installation Works;

Site: the premises at which the delivery of the Goods and/or the performance of the Services shall take place;

Technical Specification Brief: the surface areas to be covered and materials to be used;

Surface: any wall, ceiling, floor, window or other surface or structure to which the Goods will be attached or affixed, or on which the Goods will be placed;

Works Area: any part of the Site which is in the vicinity of any Surface;

1.2 A reference to a clause is to a clause of these Conditions.

1.3 Clause headings shall not affect the interpretation of these Conditions.

1.4 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

2. BASIS OF CONTRACT

2.1 These Conditions shall apply to any Contract for the supply of Goods and/or Services entered into by the Company and the Customer to the exclusion of all other terms and conditions, including any terms and conditions appearing on or referred to in any Order.

2.2 Any Order will deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 No variation to these Conditions shall be binding unless it is made in writing specifying both which clause is to be varied and the full details of such variation and is signed on behalf of each of the Customer and the Company.

2.4 The Company's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed. The Customer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.

2.5 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the use, application, care or storage of the Goods and/or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. SALE AND PURCHASE

3.1 The Company will supply Goods and Services to the Customer subject only to these Conditions. Any Quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3.2 Each Order shall be deemed to be an offer by the Customer to purchase the Goods and/or Services subject to these Conditions.

3.3 Once an agreement has arisen pursuant to the provisions of clause 3.2, no Order may be cancelled by the Customer without the Company’s written consent and subject to the Customer’s payment of all costs, charges and expenses incurred by the Company, including any such costs, charges and expenses incurred in connection with the Goods and/or Services.

3.4 The Customer shall ensure that the terms of its Order and any Input Material are complete and accurate so as to enable the Company to meet the Creative Brief.

3.5 Where the Company has agreed to undertake Installation Works for the Customer under the Contract, the Company will carry out a survey of the Site before production of the Goods commences in order to ascertain the existence of anything which may affect the Company's ability to undertake its contractual obligations for the Price, in which case the Company may vary the Price following notification to the Customer of any required changes, including any changes which may be required to the Technical Specification Brief and Creative Brief.

3.6 The Company and Customer both agree that following the Initial Design, the parties will work together on any design amendments within the Creative Brief in order to achieve the Final Design.

3.7 Subject to clause 3.8 & 3.9, the Company agrees that reasonable Amendments may be applied to the Initial Design and in accordance with the original Creative Brief. The Customer agrees that what constitutes a reasonable Amendment will be at the sole discretion of the Company.

3.8 The Customer agrees that any changes to the Initial Design and/or Creative Brief deemed significant by the Company will be subject to additional costs upon the Company's discretion.

3.9 The Customer agrees that changing the Creative Brief once the Initial Design is prepared by the Company will be subject to additional costs.

3.10 The Customer agrees that any rejection of the Initial Design does not entitle them to cancel or delay payment of any invoice raised by the Company or otherwise terminate the Contract.

3.11 The Company shall be under no obligation to produce the Goods or provide the Services under the Contract until the Customer has given the Company its written confirmation of approval of the Final Design.

3.12 Once the Customer has approved the Final Design in accordance with clause 3.11, any further changes to the Final Design requested by or on behalf of the Customer will be incorporated at the Company's sole discretion, subject to such further costs, charges and expenses as the Company may deem to be payable and any amendments to production timelines as the Company may deem to be required.

4. DESCRIPTION

4.1 The Goods and/or Services shall be supplied by the Company to the Customer in accordance with the Technical Specification Brief and Creative Brief.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on the Company's website are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract.

4.3 The Company reserves the right to make any changes in the Technical Specification Brief of the Goods and/or Services which are required to conform to any applicable safety standard or other requirements or which do not materially affect their quality or performance.

4.4 The Customer shall indemnify and hold the Company harmless against all damages, costs and expenses awarded against or incurred by the Company or agreed to be paid by the Company in settlement or in connection with any claim for infringement of any Intellectual Property Rights, misuse of Confidential Information, defamation or other similar claim directly or indirectly resulting from or arising from the Company's use of any Input Material.

5. PERFORMANCE OF THE CONTRACT

5.1 The Company shall use its reasonable efforts to supply the Goods and/or Services to the Customer at the Site within the Lead Time, but time of performance shall not be of the essence. The Lead Time shall not in any event be deemed to commence until the conditions in clause 3.11 have been satisfied.

5.2 The Company shall be entitled to supply the Goods and/or Services in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by the Company in respect of any such instalment shall not entitle the Customer to cancel any other instalment or treat the Contract as a whole as repudiated. Signature of the Company's delivery note by a person reasonably appearing to be the Customer's representative shall be conclusive proof of delivery.

5.3 The Customer shall inspect the Goods on completion of installation and if the Goods are damaged at this stage, unless the Customer puts a note to such effect on the sign off sheet provided and notifies the Company within 3 days of completion of installation, confirming the notification in writing by letter to the Company within 7 days of installation, no claim against the Company may be made in respect of damage to such Goods. Except where such notification is given, the Customer shall be deemed to accept the Goods on completion of installation notwithstanding any late

delivery by the Company.

5.4 The Customer will have no claim in respect of any alleged non-delivery or non-installation of the Goods unless it gives written notice to the Company which is received by the Company within 7 days of the date of the invoice in respect of those Goods.

5.5 If the Customer fails to take or accept delivery of the Goods or fails to give the Company adequate delivery instructions before any estimated delivery date, then, without prejudice to any other right or remedy available to the Company, the

Company may:

5.5.1 store the Goods until actual delivery is made and charge the Customer for the costs (including insurance) of storage; and/or

5.5.2 resell or otherwise dispose of the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) charge the Customer for any shortfall below the Price.

5.6 The Customer warrants that they will survey the area to ensure Goods and Surface are applicable and report to the Company of any requirements or needs to ensure the Goods are fit for purpose.

5.7 Where the Company undertakes a survey of the Site in accordance with the provisions of clause 3.5, any adverse or material change in any Site conditions following the survey shall entitle the Company to charge the Customer for any additional costs, charges or expenses incurred or likely to be incurred by the Company resulting directly or indirectly therefrom.

5.8 Where the Company has agreed in the Contract to perform any Services for the Customer then the Customer shall, at its sole cost:

5.8.1 provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer;

5.8.2 prepare the Site for the supply of the Services, remove from the Site any item that could pose an obstacle to the performance of the Services and undertake any making good required in order for the Services to be performed;

5.8.3 provide or procure adequate facilities at the Site to enable the Company to perform the Services (together with access to and provision of all utilities, including water and electricity services) and further to allow full, complete, uninterrupted and unimpeded access to the Site;

5.8.4 provide the Company with basic welfare facilities, consisting of the use of toilet facilities and the use of hot and cold running water;

5.8.5 take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site and shall be solely responsible for ensuring the safety of any and all other persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are to be performed to those individuals engaged in performing the Services, or providing assistance to those so engaged;

5.8.6 at all times whilst the Services are being performed, ensure, insofar as it is reasonably practicable to do so, that other operations are not undertaken at the Site, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;

5.8.7 provide safe, suitable and secure covered storage for all of the Company's equipment, materials and tools at the Site until the Services have been completed;

5.8.8 permit the use of scaffolding and specialised access equipment at the Site where any Goods are to be installed at height;

5.8.9 obtain and maintain all requisite licenses, permissions and other statutory or non-statutory consents which are required for the performance of the Services at the Site and comply with all relevant legislation, standards or requirements in relation to the performance of the Services at the Site, in all cases before the date on which the performance of the Services is to commence; and

5.8.10 effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.

5.9 Where the Customer fails to comply with any obligation set out in clause 5.8, the Company shall be entitled at its option to:

5.9.1 terminate the Contract in relation to the relevant Services; or

5.9.2 continue with the supply of the relevant Services and charge for such additional costs, charges and expenses as it has incurred in relation to the performance or attempted performance of those Services.

5.10 Without prejudice to the generality of clauses 5.8 or 5.9, but with respect to Installation Works only (and unless otherwise agreed by the Company in writing), the Installation Works shall be undertaken on the basis that:

5.10.1 the Works Area will be free from any obstructions which may impede the progress of the Installation Works;

5.10.2 all items and decorations will be removed from the Surface prior to the commencement of the Installation Works;

5.10.3 the Surface will be smooth and level and will not require any type of preparation (including plastering, filling or sanding) in order for the Installation Works to proceed;

5.10.4 nothing on or below the Surface (including any concealed wiring, cables or pipes) will interfere with the progress of the Installation Works or require any additional work to be undertaken;

5.10.5 the Company shall not be responsible for making good at the Site after installation; and

5.10.6 the Company shall not be responsible for the ultimate removal or disposal of any Goods installed by the Company.

5.11 With respect to the installation of the Goods:

5.11.1 upon substantial completion of the Installation Works, the Company will give the Customer notice of its intention to hand over the Installation Works and will give the Customer the opportunity to inspect the Installation Works prior to handover. The Company will confirm the date of handover to the Customer. The sole responsibility of the Company will be to remedy minor defects for which it is responsible and which are notified to it prior to handover;

5.11.2 the Customer’s representative responsible for inspection and sign-off of the Installation Works must be an individual with appropriate authority who has been involved in the implementation of the Contract from the outset. The signature of the Company's installation note by the Customer's representative shall be conclusive proof of the satisfactory installation of the Goods; and

5.11.3 where the Goods comprise signage or any bespoke structure or piece of artwork, the Customer acknowledges that without adequate maintenance, there is a risk over time that the Goods may become detached from the Surface to which they have been attached or affixed and the Customer accordingly undertakes to have the Goods properly inspected and maintained at regular and frequent intervals in order to mitigate this risk.

5.12 Where the Customer cancels the scheduled installation date seven (7) days or fewer before the scheduled installation date, the Customer acknowledges and agrees that cancellation fees may be applicable at the Company’s sole discretion.

6. PRICE AND PAYMENT

6.1 The Price shall be the price stated in the Contract (subject to any additional or increased costs, charges and expenses as may be payable pursuant to these Conditions). The Price shall be exclusive of any applicable VAT and the cost of carriage, packaging and insurance if not expressly included in the Price, which the Customer shall be additionally liable to pay to the Company.

6.2 The Company will invoice the Customer at the following intervals:

6.2.1 a non-refundable deposit of 50% of the Price following acceptance of the Order. The Company shall not be required to commence design, production or procurement until the Deposit has been received in cleared funds; and

6.2.2 the remaining 50% of the Price following completion of the Installation Works, or where installation is not included, upon completion of the Goods and prior to delivery or collection.

6.3 The Customer shall pay the invoices for the Deposit and for the balance of the Price in full within the time stipulated by the Company in the relevant invoice. Time of payment shall be of the essence.

6.4 The Customer shall make payment to the Company in respect of all other invoices in full within 30 days from the date of the corresponding invoice. Time of payment shall be of the essence.

6.5 The Company reserves the right to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond its control, including any foreign exchange fluctuation, alteration of import or export duties or tariffs or any relevant tax, increase in the cost of labour, materials or costs of production, or for any matter attributable to the Customer, including any change in delivery or installation dates, quantities or specifications for the Goods and Services which is requested or confirmed by the Customer or any delay caused by the Customer or the failure of the Customer to give the Company adequate access, information or instructions.

6.6 The Company further reserves the right to increase the Price should the Customer require any material changes to the original Technical Specification Brief, Creative Brief or Initial Design.

6.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

6.8 If at any time the credit standing of the Customer has in the reasonable opinion of the Company been impaired, the Company may suspend the further provision of Goods and/or Services to the Customer without incurring any liability until arrangements as to payment or credit have been established which are reasonably satisfactory to the Company.

6.9 If any payment is not received by the Company by its due date then without prejudice to its other rights and remedies the

Company shall be entitled:

6.9.1 to recover the entire Price from the Customer; and/or

6.9.2 to suspend the further provision of Goods and/or Services to the Customer without incurring any liability; and/or

6.9.3 to terminate the Contract without incurring any liability; and/or

6.9.4 to charge statutory interest (both before and after any judgment) as provided for in the Late Payment of Commercial Debts (Interest) Act 1998 on the outstanding balance; and/or

6.9.5 to require the immediate return to the Company of all Goods agreed to be sold by the Company to the Customer in which the property has not passed to the Customer; and/or

6.9.6 to recover its reasonable costs incurred in recovering payment from the Customer together with its costs and expenses in recovering the Goods.

7. WARRANTIES, LIABILITY AND INDEMNITY

7.1 The Company warrants that the Goods will correspond in all material respects with the Technical Specification and will be free of defects in material and workmanship for a period of six (6) months from the date of delivery (or, where the Company has installed the Goods, from the date of installation), provided that:

7.1.1 the Company shall have no liability in respect of any defects in the Goods arising from any Input Material;

7.1.2 the Company shall have no liability in respect of any defect arising from fair wear and tear, wilful damage or negligence by the Customer or persons using the Goods, abnormal working conditions, failure to follow the Company's instructions for the care of the Goods (whether oral or in writing), or misuse, or alteration or repair of the Goods without the Company's approval, or any act or omission by the Customer which affects the quality of the Goods;

7.1.3 the Company shall have no liability if the Price has not been paid in full by the due date for payment;

7.1.4 any failure to meet the Technical Specification Brief or the existence of a defect in the Goods shall be notified to the Company in writing within 3 days from the time that the Customer discovered or ought to have discovered the non-conformity or defect, as applicable.

7.2 The Company warrants that the Services will be performed in accordance with the Creative Brief by appropriately qualified and experienced personnel with reasonable skill and care, provided that:

7.2.1 the Company shall have no liability in respect of any deficiency in the Services arising from any Input Material;

7.2.2 the Company shall have no liability in respect of any Installation Works for any loss or damage resulting from any fault with the Surface to which the Company attached or affixed the Goods where such fault was not apparent at the time of installation and had not been notified to the Company in writing by the Customer;

7.2.3 the Company shall have no liability in respect of any Installation Works for any damage caused to:

7.2.3.1 any Surface wholly or partly comprised of glass where the damage arises from thermal expansion following the application of print or vinyl to the Surface;

7.2.3.2 any wall or any other Surface when printed wall coverings and/or adhesive vinyls are removed, since those materials adhere differently depending upon the particular finish of the Surface to which they have been applied;

7.2.3.3 the Company shall have no liability in respect of any claims made for Installation Works or for any loss or damage occurring due to unsatisfactory workmanship, actions or omissions by third parties, including but not limited to electricians, decorators and other tradespeople;

7.2.3.4 the Company shall have no liability in respect of any Installation Works for any loss or damage (howsoever arising and to whomsoever or whatsoever occurring) which results from any breach of the Customer's undertaking in clause 5.11.3;

7.2.3.5 the Company shall have no liability if the Price has not been paid in full by the due date for payment; and

7.2.3.6 any failure to meet the Technical Specification Brief or to undertake the Services with reasonable skill and care shall be notified to the Company in writing within 3 days from the time that the Customer discovered or ought to have discovered the non-conformity or deficiency, as applicable.

7.3 In the event of any valid claim under clauses 7.1 or 7.2 above being made by the Customer, the Customer shall afford the Company a reasonable opportunity to inspect the Goods or the results of the Services at a time convenient to the Company and the Company shall be entitled to replace or repair the Goods (or the part in question) or re-perform the Services free of charge or, at the Company's sole discretion, refund to the Customer the Price (or a proportionate part of the Price as appropriate). The Company shall have no further liability to the Customer.

7.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section

12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

7.5 The Company does not seek to exclude or limit its liability for fraud or fraudulent misrepresentation or death or personal injury resulting from its own negligence, or for any other matter in respect of which it would be unlawful for the Company to exclude or limit its liability.

7.6 Except pursuant to clause 7.5 above, the Company shall not in any event be liable for:

7.6.1 any loss of profits;

7.6.2 loss or depletion of goodwill;

7.6.3 loss of anticipated savings, business opportunity or data; or

7.6.4 any indirect, special or consequential loss or damages; howsoever arising in connection with or arising out of the provision, performance, functioning or use of the Goods and/or Services, whether in contract, strict liability, tort (including negligence) and whether the Company knew or had reason to know of the same, and shall not be liable for any other damages except as provided in the Contract.

7.7 Except pursuant to clause 7.5 above, in no event shall the Company's liability in respect of any of the Goods and/or Services whether such a claim is for breach of contract, strict liability or tort (including negligence) or otherwise, exceed the price paid for those Goods and/or Services.

7.8 Without limiting any other indemnity of the Customer under these Conditions, the Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract or breach thereof, subject to the Company confirming such costs, charges and losses to the Customer in writing.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer and the Company agree that in the course of the Company providing Goods and/or Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party. The Customer and the Company further agree not to use any Confidential Information for any purpose other than the discharge of their respective obligations under the Contract.

8.2 The Customer acknowledges the Company's ownership of the Intellectual Property Rights in the Company Material and in original designs, artwork, concepts, templates and other materials created by the Company in supplying the Goods and/or Services. Subject to payment in full of all sums due under the Contract, the Company grants the Customer a non-exclusive, perpetual, royalty-free licence to use the Final Design and the completed Goods for the

Customer's own internal, operational and promotional purposes. Unless otherwise agreed in writing, this licence does not transfer ownership of the underlying Intellectual Property Rights and does not permit the Customer to sell, license or commercially exploit the Company's editable artwork, working files, templates or design assets, or to provide them to a third party for reproduction or manufacture. The Company retains all rights not expressly granted under this clause.

8.3 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer, including but not limited to Input Materials, to the Company for the term of the Contract for the purpose of providing the Services to the Customer.

9. DATA PROTECTION

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.

9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data (including any sensitive personal data) to the Company for the duration and purposes of the Contract.

9.4 Without prejudice to the generality of clause 9.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:

9.4.1 process that personal data only on the documented written instructions of the Customer unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;

9.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

9.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

9.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

9.4.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;

9.4.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

9.4.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

9.4.4.4 the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

9.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;

9.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and

9.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

9.5 Either party may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract). The Company confirms that it will process personal data and sensitive personal data lawfully and fairly for the purpose of fulfilling its obligations under the Contract.

10. RISK AND TITLE

10.1 The Goods are at the risk of the Customer from the time of delivery or installation.

10.2 Title to the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) the Price for the Goods and all invoices have been paid. The Company shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from the Company.

10.3 Until title of the Goods has passed to the Customer, the Customer shall:

10.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

10.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

10.3.3 grant the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them;

10.3.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

10.3.5 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

10.4 The Customer's right to possession of the Goods shall terminate immediately and the Company may recover the Goods if payment of the Price is not received in full by the due date for payment, or if the Company is entitled to terminate the Contract under clauses 11.1.3 to 11.1.7 below.

10.5 The Company shall be entitled to re-sell or otherwise dispose of recovered Goods in any way that the Company in its absolute discretion, thinks fit.

11. TERMINATION

11.1 The Company shall be entitled to terminate the Contract immediately by notice in writing to the Customer if:

11.1.1 the Customer fails to make any payment due under clause 6.2 or clause 6.4 by the due date for payment;

11.1.2 the Customer perpetrates an irremediable breach of the Contract, or perpetrates any remediable breach and fails to remedy it within 30 (thirty) days of receipt of notice of the breach requiring remedy of the same; or

11.1.3 the Customer 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 elsewhere; or

11.1.4 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it; or

11.1.5 the Customer ceases or threatens to cease to carry on business; or

11.1.6 the Customer encumbers or in any way charges any of the Goods; or

11.1.7 the Company reasonably apprehends that any of the events specified in clauses 11.1.3 to 11.1.6 are about to occur and notifies the Customer accordingly.

11.2 In the event of termination of the Contract by the Company pursuant to clause 11.1 above then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to suspend any further supply of Goods and/or Services under the Contract and under any other contract between the parties without any liability to the Customer and, if the Goods and/or Services (or any part thereof) have already been supplied but not paid for, the Price shall become immediately due and payable in full notwithstanding any previous agreement or arrangement to the contrary.

11.3 The Customer does not have the right to cancel Goods that are made to the Customer's specifications or which are clearly personalised or bespoke, and will not be entitled to a refund unless such Goods are faulty.

12. FORCE MAJEURE The Company reserves the right to defer the date of supply of the Goods and/or Services or to cancel the Contract without incurring any liability if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including Acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, sabotage, storm, earthquake, subsidence, adverse weather conditions, pestilence, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), legal restrictions, non-availability of transport, cessation or interruption of operation of any plant or process, failure of supply of raw materials or components or breakdown of machinery, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. GENERAL

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

13.2 The failure or delay of the Company to enforce or to exercise, at any time, or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect its right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

13.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

13.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party to such address as has previously been notified to the sending party and shall be deemed to have been given on the day of delivery.

13.5 The Contract is personal to the Customer and the Customer 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 Company. The Company shall be entitled to assign, transfer, sub-contract or otherwise part with the whole or any part of the Contract or any right or obligation under it to any third party. For the avoidance of doubt, any reference in these Conditions to the Company in relation to the performance of any Services shall be deemed to include the Company's sub-contractors.

13.6 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation, undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.

13.7 No variation or amendment to the Contract shall be effective unless it is in writing and signed by authorised representatives of the parties. The Customer shall be liable to pay the Company any costs, charges or expenses which arise from any such variation or amendment and which are notified to the Customer by the Company.

13.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.9 The formation, existence, construction, validity and performance and all aspects of the Contract (including any associated non-contractual disputes or claims) are governed by the laws of England and Wales and the parties accept that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract and its terms.