

Weedon PSC – Standard Sale Conditions

1. Definitions.

- a. In the below document the following words will have the following meanings:
 - i. "Buyer" means the organisation or person who buys the Goods.
 - ii. "Goods" means the articles to be supplied to the Buyer by the Seller.
 - iii. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and other forms of intellectual property wherever in the world enforceable.
 - iv. "Seller" means Weedon PSC Ltd.

2. General

- a. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- b. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Introduction

- a. Weedon PSC are registered in England with Company Number 01208323 and our registered office is Weedon PSC Ltd, 110 Anglesey Business Park, Littleworth Road, Hednesford, WS12 1NR.

4. Price and Payment

- a. Unless otherwise stated the Buyer is to pay, in addition to the agreed price:
 - i. All applicable VAT (or equivalent), import or export duties and any and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory (either directly or indirectly) in respect of the sale, supply, delivery or use of the goods and/or services.
 - ii. Is delivered to the buyers premises unless otherwise stated, and where the seller agrees to deliver the Goods otherwise than the seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance; does not include the cost of pallets, cases or other packaging materials which shall remain the property of the seller and will be returnable at the buyer's expense at the request of the Seller (or paid for if not returned within 30 days of request).
 - iii. In the case of goods: the cost of any artwork, origination and printing stereos, the cost of tooling specifically required.
- b. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
- c. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
- d. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the Lloyds Bank Plc
- e. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 - i. Require payment in advance of delivery in relation to any Goods not previously delivered;
 - ii. Refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.
- f. Prices shall be those ruling at the time of despatch and the Seller reserves the right to revise quoted prices in the event of any change in costs. Unless otherwise stated, prices quoted are for manufacture and delivery in one consignment and are subject to the addition of whatever rate of tax may be applicable at the time of invoicing.

5. Warrant Defects and Indemnity

- a. The Seller warrants the Buyer that the goods will be at the time of delivery and only for the next 3 months free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:
 - i. The Buyer gives Weedon PSC full details of any defect immediately it becomes apparent; and
 - ii. Defects should be recorded on delivery and informed within 7 days.
 - iii. The goods have not, in the Seller's view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.
- b. Subject to the foregoing and after inspecting the goods the Seller may, at their discretion, repair or replace the defective goods, or take them back and refund the price.

6. Exclusion of Liability for Consequential Loss

- a. The Seller shall not be liable to the Buyer for any loss of profits, loss of contracts or other consequential losses. The Seller has no liability (directly or indirectly) for any loss of profit, business, revenue, opportunity, contracts, goodwill; or anticipated savings, wasted expenditure, corruption or destruction of computer data; or for any indirect or consequential loss

whatsoever; whether caused by our negligence, breach of contract, tort, breach of statutory duty or otherwise arising out of or in connection with the agreement.

7. Description

- a. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

8. Quotation

- a. The Seller has issued a quotation and/or an acknowledgement of their agreement to make supply.
 - i. Both the quotation and the acknowledgement incorporates these supply conditions except where they are specifically amended in the acknowledgement and
 - ii. A specification of the product
 - iii. The price agreed
 - iv. The delivery or collection details
- b. Unless previously withdrawn by the seller quotations remain open to acceptance for 30 days (or such longer or shorter period as may have been stated, in writing by the Seller) from the date of posting. The seller may nevertheless elect at their option to treat as binding and acceptance received after the expiration of such period and shall be deemed to have so elected unless and until they notify the buyer to the contrary.

9. Sample

- a. Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ as a result of the manufacturing process.
- b. Samples are for size and style only and are not representative of the final performance of the goods.

10. Transit Trials

- a. It is paramount that the Seller receives the support of the Buyer in receiving the correct specification and quantity of products required to carry a transit trial prior to the manufacturer of a unit. The seller cannot be held liable for any issues if key information has not been previously supplied.
- b. It will be presumed that any Buyer unable to provide the correct packaging details/specification or quantity of product for a Transit Trial will carry out their own Transit Trial and are requested to send written confirmation that they are happy to progress to the manufacturing stage. The Seller will accept no redress of any manufactured goods that have not undergone their own individual Transit Tests adhering to the Sellers controlled procedures.

11. Manufacture

- a. A shortage or surplus, charged pro rata not exceeding 10% will be considered due execution of any order.
- b. Goods will be manufactured in accordance with the specified and/or approved by the buyer subject to a tolerance of +-3mm. Whilst every endeavour will be made to supply materials in accordance with the quality of samples submitted or quoted for materials of not less strength than those quoted may be substituted for those quoted.

12. Delivery

- a. The Seller is to use reasonable endeavours to have the supply ready when agreed, but this is only an estimate of the delivery or collection date. The Buyer can only refuse to accept delivery after that date if:
 - i. After the date of our Acknowledgement the Buyer has sent Weedon PSC a written notice
 - ii. Specifying a deadline date; and
 - iii. The Seller has specifically accepted that deadline date in writing.
- b. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- c. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.
- d. Where the Seller delivers goods to the Buyer, the Buyer is responsible for unloading them.
- e. Where the Buyer fails to take delivery or collect goods in accordance with the Agreement, the Buyer must pay on demand the Seller storage and additional carriage costs including return journeys.
- f. Storage costs and any additional carriage costs incurred shall be charged to the Buyer's account, the goods held at the Buyer's risk.
- g. Standard 'Divisibility' Clause
 - i. The Seller may deliver the Goods by separate instalments. Each separate instalment may be invoiced separately and, if so, shall be paid for in accordance with the Contract.
 - ii. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.

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13. Sketches, Proofs and Printing

- a. All sketches and original work remain the property of the Seller.
- b. Where the Buyer supplies the Seller with artwork, prints, designs, logos, instructions or other information to be printed on the goods, the Buyer shall be solely responsible for their accuracy. Therefore no responsibility will be accepted by the Seller for any errors arising from proofs which have been approved by the Buyer.
- c. Where the Seller is requested to supply packaging with a machine readable symbol printed thereon in accordance with the Operating Manual for article numbering approved for the time being by the Article Numbering Association (UK) Ltd. ('ANA') the Seller's obligation is to print the agreed symbol according to the procedures set out in the ANA Operating Manual. Provided ANA procedures are strictly complied with the Seller shall have no liability, including any liability for loss consequent there from to the Buyer or any third party if the symbol proves not to be machine readable.
- d. Where the Seller supplies proofs, printing details, artwork or other specimens for Buyer to approve as complying with their order they must do so promptly and in writing. The Seller is not responsible for any delay the Buyer causes. The Seller's obligation is to supply the goods in the form the Buyer approves. They are not responsible for any errors which the Buyer does not identify in writing at the time of written approval.
- e. All prices the Seller gives the Buyer for printing are made subject to receiving suitable copy matter, and are on the basis that the Seller can use our standard range of ink colours. Any deviations may result in an extra charge being made.

14. Origination

- a. Unless otherwise agreed in writing by seller, origination is a chargeable additional cost.
- b. The Seller agrees to store formes and stereotypes up to a maximum of 12 months since the last usage.
- c. Origination costs are fully chargeable if the stereo is not used within 12 months.

15. Passing of Risk and Title

- a. Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.
- b. The goods are at the Buyer's risk;
 - i. When the Buyer starts loading them onto the collection vehicle, if the Buyer is collecting them or
 - ii. When the Buyer starts unloading them at the delivery address, if the Seller is responsible for delivery
 - iii. Or
 - iv. From the agreed time for delivery or collection if the Buyer fails to accept delivery or to collect the goods as agreed.
- c. The goods do not belong to the Buyer until the Seller has received payment of the price and all additional payments due (whether under that order or under any other agreement between us) in full.

Until then:

 - i. The Buyer holds the goods as the Seller's fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as the Seller's property, and keep them properly stored and insured and
 - ii. The Seller may enter the Buyer's premises at any time to repossess the goods if the Buyer fails to pay the price and other payments when due or the Seller reasonably believes that the Buyer will not be able to pay the price and other payments when due (and for these purposes the Buyer grants Weedon PSC an irrevocable licence to enter any premises where the goods are located).

16. Co-packing

- a. All incoming product must be booked in, within 48 hours prior to its arrival with all relevant insurance details.
- b. The Seller must receive all relevant primary product and packaging information, its collation and palletisation details prior to the costing and delivery stage.
- c. Any costs incurred by the Seller due to product or packaging altering from the original information received may result in these costs being passed on to the Buyer subject to written confirmation.
- d. The Seller reserves the right to subcontract the co-packing of Buyer's goods. The insurance agreement between the Seller and Buyer is still valid. No additional cost will be incurred by the Buyer for such activities (unless agreed in writing by the Buyer and Seller beforehand).

17. Relationship of Parties

- a. Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

18. Waiver

- a. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19. Severability

- a. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions have been agreed with the invalid, illegal or unenforceable provision eliminated.

20. Governing Law and Jurisdiction

- a. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of England.
- b. Subject to sub-paragraph c) below, Weedon PSC and the Buyer irrevocably agree and acknowledge that the courts of England are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to the Agreement or its formation or validity ("Proceedings") and for the purpose of enforcement of any judgment against its property or assets.
- c. Nothing in this paragraph 13 shall (or shall be construed so as to) limit the right of the Seller, Weedon PSC to take proceedings against the Buyer in the courts of any country in which the Buyer has assets or in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

21. Force Majeure

- a. The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

22. Cancellation and Variation

- a. The Buyer may cancel their order at any time before the supply is made. If the Buyer does so, they are to pay the Seller, Weedon PSC on demand a reasonable cancellation charge which takes into account all work the Seller has done under the agreement, all costs the Seller has incurred and any costs the Seller are committed to pay, and our loss of profit.
- b. If the Buyer asks the Seller, Weedon PSC to vary their order and agree with the Seller an appropriate variation to the price and to the time scale for delivery, the Seller agrees to make the supply in accordance with those variations.
- c. The Seller may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs the Seller incurs to fulfil the Buyer's order. The Seller may also substitute suitable alternative materials without notice to the Buyer unless such substitution will result in a delay, in which case the Seller will advise the Buyer of the estimated delay in fulfilling the Buyer's order. If the Seller is unable to fulfil the Buyer's order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, the Seller may cancel the order with no further obligation to the Buyer.

23. General

- a. Any notice hereunder given under the Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the registered address of Weedon PSC or the Buyer (as applicable). Any such notice shall be deemed to have been received: if delivered personally, at the time of delivery; and in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting, provided that if deemed receipt occurs before 9am, on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.
- b. Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any time, becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.
- c. Where the Buyer leaves any of their property with the Seller, they do so at their own risk. The Buyer must get a receipt for it.
- d. The Seller are to own all intellectual property created under this Agreement. Where necessary, the Buyer is to assign or procure the assignment of all such rights (including moral rights) to Weedon PSC. Subject to payment by the Buyer in full for the goods, the Seller grants the Buyer a non-exclusive, non-sub- licensable right to use the goods in the course of the Buyer's business within the UK.
- e. The Seller is responsible for making the supply to the buyer but the Seller may arrange to do so through agents or subcontractors.
- f. The Buyer must not novate, assign or otherwise transfer any or all of their rights, interests or obligations under the Agreement without Seller's prior written consent (which will not be unreasonably withheld).
- g. The Agreement and its subject matter are confidential and must not be disclosed to any person without Seller's permission.