

STANDARD CONDITIONS OF PURCHASE
Optimum Displays Limited

Definitions	2
1. Application of these conditions	2
2. Prices / Taxes	3
4. Terms of payment	3
5. Delivery	3
6. Acceptance	4
7. Title, risk and liability	4
8. Inspection	4
9. Variations	4
10. Force Majeure	5
11. Sub-contracts	5
12. Rights in specifications, etc	5
13. Intellectual property rights	5
14. Warranties and indemnity	5
15. Insurance	6
16. Termination	7
17. Confidentiality	7
18. General	7

DEFINITIONS

- I. “Company” means Optimum Displays Ltd (Company Number: 03677603, registered in England) whose registered office is 158-160 North Gower Street London NW1 2ND;
- II. “Order” means the Company’s purchase order and includes Specifications and other documents issued by the Company setting out details of the Supply;
- III. “Supply” means the goods and/or services specified in the Order;
- IV. “Specification” means the Company’s written requirements regarding the Supply;
- V. “Supplier” means the party named on the Order who will provide the Supply to the Company;
- VI. “Authorised Representative” is the Company’s representative named on the Order or notified in writing to the Supplier;
- VII. “Contract” means the contract between the Company and the Supplier governing the Supply, comprising the Order, these Conditions and any agreed Variation;
- VIII. “Delivery Address” means the the address specified in the Order (if none specified, the Company’s address)
- IX. “Intellectual Property Rights” means all copyrights, performing rights and consents, database rights, design rights , patents, trade marks, unregistered trade marks, domain names and similar rights;
- X. “Term” means the period from the commencement until termination dates set out in the Order (or until earlier termination in accordance with these Conditions).

1. APPLICATION OF THESE CONDITIONS

- 1.1. The Supplier will confirm acceptance of the Contract by signing a copy of the Order and returning it to the Company. If the Supplier fails to return the signed Order within 7 days of receipt, the Supplier will be deemed to have accepted the Contract on the commencement date set out on the Order or commencement of the Supply, whichever is earlier. The Company may, but is not obliged to, withhold payment until the Supplier's written acceptance has been received.
- 1.2. No terms or conditions of the Supplier apply to the Supply.
- 1.3. Only written amendments of these Conditions signed and dated by a director of the Company will be valid.
- 1.4. Only written amendments of the Order signed and dated by the Authorised Representative will be valid.
- 1.5. In case of inconsistency, an Order takes precedence over these Conditions.
- 1.6. The Supply will conform with the Contract including, but not limited to, the Specification, stipulated quality, quantity or size and the Supplies will be wholly fit for the required purpose and will be delivered strictly on the date or dates specified in the Order”

2. PRICES / TAXES

- 2.1. Unless otherwise stated in the Order, the Supplier warrants that the Price:
1. is exclusive of all sales taxes including VAT, but inclusive of all other taxes, fees or duties relating the Supply;
 2. includes all packing, packaging, insurance and delivery costs of the Supply;
 3. subject to clause 3.3, shall be fixed for the duration of the Contract;
- 2.2. All applicable taxes, fees or duties (including VAT) must be shown separately on all invoices.
- 2.3. If relevant the Price will be based on the currency exchange rates on the date of the Supplier's quote. If exchange rates fluctuate before payment, the Company is entitled to adjust payment accordingly.
- 2.4. The Company may on reasonable notice inspect the Supplier's accounts and records relating to the Supply. The Company may retain any unpaid part of the Price until it has completed the inspection to its satisfaction, after which such amount will be paid to the Supplier.

4. TERMS OF PAYMENT

- 4.1. The Supplier may invoice the Company on or after delivery of the Supply (or any relevant part), or in accordance with an agreed payment schedule. Each invoice must quote the Order number.
- 4.2. The Company will pay the Price (or relevant part) within 60 days of the end of the month in which the Company receives a properly documented and undisputed invoice.
- 4.3. The Company may set off any sums which the Supplier owes the Company against the Price.

5. DELIVERY

- 5.1. The Supplier shall deliver the Supply to the Delivery Address on the date(s) and time(s) set out in the Order, unless agreed otherwise in writing by the Authorised Representative. If the Supply is incorrectly delivered the Supplier will be responsible for any resulting additional expenses
- 5.2. Time shall be of the essence of the Contract in respect of all delivery and performance dates specified in the Order
- 5.3. A clearly-displayed packing noted quoting the Order number must accompany each delivery of goods.
- 5.4. On request the Supplier will provide information about installation or use of the Supply
- 5.5. The Company is not obliged to return packaging to the Supplier
- 5.6. If the Supply is to be delivered or performed by instalments, the Contract will be treated as a single contract and will not be severable.
- 5.7. If the Supply involves the provision of a venue or equipment relating to a venue, unless otherwise stated in the Order, the Supplier will ensure that all applicable laws, regulations and guidelines are complied with, including health and safety guidelines, obtaining copyright and public performance licenses and planning permissions in good time, and any requirements, regulations and procedures applicable to or required by the proprietors of the venue.
- 5.8. The Supplier will comply with all legislation and regulations which apply to the Supply in all relevant jurisdictions (including but not limited to the Data Protection Act 1998, the GDPR and all statutory obligations relating to personal data, the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1996, the Employer Equality (Age) Regulations 2006 and any re-enactments or modifications thereof relating to discrimination in employment), will obtain consents and import / export licences and pay all customs duties. Unless otherwise stated in the Order, costs relating to clauses 5.7 and 5.8 are included in the Price.

- 5.9. The Supplier will keep the Company informed of the progress of the Supply and comply with reasonable requests for information.

6. ACCEPTANCE

If the Supply does not conform with the Contract (e.g. does not conform with the Specification, is not of stipulated quality, quantity or size, wholly fit for the required purpose, or is delayed beyond the date(s) specified in the Order) the Company will have the right to reject the Supply, but may give the Supplier opportunity to replace the rejected Supply, at the Supplier's cost. If the Supplier does not replace the rejected Supply within the required time, the Company will have the right to replace it. If the cost of replacement by the Company exceeds the Price (or relevant part of the Price) the Supplier will pay to the Company any part of the Price which it has received from the Company for the rejected Supply and also any extra cost incurred by the Company. Payment by the Company will not prejudice the Company's right to reject the Supply (or part) or its other rights.

7. TITLE, RISK AND LIABILITY

- 7.1. The risk in goods included in the Supply remains with the Supplier until they are accepted by the Company under clause 6.
- 7.2. The title in goods included in the Supply will pass to the Company on delivery, unless payment is made before delivery, in which case it will pass to the Company on payment.
- 7.3. Goods hired by the Supplier will remain at the Supplier's sole risk throughout the Term, unless stated otherwise in the Order. The Supplier will insure all such property which it is in the possession of the Company or the Company's clients.
- 7.4. The Company will not be liable for loss, destruction or damage to any goods due to any act of terrorism.
- 7.5. The Company will not be liable for any loss of profits, or any indirect or consequential loss or damage whatever. The Company's total liability in relation to the Contract will not exceed the Price. Nothing in this clause shall limit the Company's liability in relation to death or personal injury.

8. INSPECTION

The Company's representatives may inspect any part of the Supply at the Supplier's or sub-contractors' works at reasonable times, and may reject any part of the Supply that the Company considers not to comply with the Contract.

9. VARIATIONS

The Supplier may not alter the scope of any part of the Supply unless agreed in writing by the Company. The Company may direct the Supplier to vary the Supply by notice in writing, and the Supplier will carry out such variations under the terms of the Contract. If any such direction from the Company would involve substantial additional work and therefore an amendment to the Price or delivery dates, the Supplier will advise the Company in writing within 3 working days, stating the amended Price (calculated at the same pricing level as the Supplier's tender, quotation or price list) and any revised delivery date. Unless the Company confirms the amendment by issuing an amended Order, the Supplier's amendment will be deemed not to have been given.

10. FORCE MAJEURE

Neither party will be liable for failure to perform obligations under the Contract if the failure is caused by any matter wholly beyond that party's control, including the event of a global health crisis, (not including any industrial action by its own or its subcontractor's employees) provided that the party relying on this provision gives immediate written notice to the other.

11. SUB-CONTRACTS

The Supplier may not assign or sub-contract the Contract or any part of the Supply without prior written consent of a director of the Company. The Company is entitled to inspect and approve the terms of appointment and invoices of all permitted sub-contractors. The Supplier is responsible for, and all relevant terms of this Contract apply to, all sub-contractors. If the Contract is terminated, the Supplier will co-operate in transferring the benefit of any ongoing sub-contracts to the Company or its client.

12. RIGHTS IN SPECIFICATIONS, ETC

All materials (including specifications, plans, drawings, designs or information) supplied by the Company to the Supplier and all rights in them remain the property of the Company. They must be returned to the Company on termination of the Contract. In the event of loss or damage, the Supplier will be liable for the full value of replacing such materials.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Supplier hereby assigns to the Company (including by present assignment of future rights and with full title guarantee) all Intellectual Property Rights created by or on behalf of the Supplier for the purpose of providing the Supply ('the Rights') for the full term of the Rights. The Supplier agrees that the Price includes full consideration for its assignment of the Rights (including equitable remuneration).
- 13.2. The Supplier waives or procures waiver of all moral rights in all rights to the fullest extent permitted by law.
- 13.3. In its discretion the Company may (but is not obliged to) use the Supplier's name and likeness and/or credit the Supplier, in relation to any use of the rights.
- 13.4. Intellectual Property Rights other than the rights may only be included in the Supply with the Company's written consent (in the Order or other written agreement). The Supplier grants to the Company an irrevocable perpetual royalty free worldwide licence in and to all such Intellectual Property Rights, including all rights of third parties, which are included in or required for the use of the Supply.

14. WARRANTIES AND INDEMNITY

- 14.1. The Supplier warrants and undertakes to the Company that:
 - 1. it is free to enter into the Contract, and it has not entered and will not enter into any agreement which conflicts with any part of it;
 - 2. it will comply with all statutory and common law requirements and regulations (including business and tax laws and regulations) relating to the Supply in all applicable jurisdictions;
 - 3. the Supply (including any parts created prior to the date of the Contract) and its use will not infringe any right of any person or entity;
- 14.2. The Supplier hereby indemnifies the Company and shall save it harmless and keep it fully indemnified against all costs (including but not limited to legal costs), damages, loss and liability incurred by the Company by reason of any breach by the Supplier (including by any crew supplied by

the Company) of its warranties or obligations under the Contract, and any claim in respect of use of the Supply.

- 14.3. If requested the Supplier will assist the Company in defending any action or proceedings relating to the Contract

15. INSURANCE

Unless otherwise agreed in writing the Supplier will maintain the insurance cover required by the Company during the Term (including a minimum insured amount of £2 million per insured event in respect of professional indemnity and a minimum insured amount of £10 million per insured event in respect of public liability) and provide evidence of it when required by the Company.

16. TERMINATION

- 16.1. Without prejudice to any of its other rights or remedies, the Company may terminate all or any part of this Contract immediately by written notice:
- i. at the Company's sole discretion. In such event the Supplier will discuss payment, provided there is a valid purchase order and the supplier can evidence such costs acceptable to the company. The Company is not liable for any costs, liability or obligations upon termination.
 - ii. if the Supplier commits a material breach of any obligation and does not remedy the breach (if capable of remedy) within 48 hours of being required by notice to do so (or within such other period as the Company specifies reasonably in the circumstances); or
 - iii. if the Supplier becomes insolvent or bankrupt, makes any arrangement with creditors, is unable to pay its debts when they fall due, or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) or equivalent in any jurisdiction
 - iv. in the event that there is a change in the management, ownership or control of the Supplier.
- 16.2. No cancellation charges will be payable to the Supplier on termination.

17. CONFIDENTIALITY

- 17.1. The Contract and all information disclosed in connection with it, including the company's client name and any client information ('Confidential Information'), will be treated by the Supplier as confidential and may not be divulged or used without the Company's written consent except as necessary for the Supplier to carry out the Contract. The Supplier will ensure that all its personnel and sub-contractors are bound by an equivalent obligation of confidentiality before receiving any Confidential Information.
- 17.2. The Supplier may not use the Company's name, the Company's client's name or the Supply in its own marketing literature without the prior written consent of a director of the Company.

18. GENERAL

- 18.1. Any notice will be in writing addressed to the other party at the address stated on the Order or other address which has been notified in writing
- 18.2. The parties do not intend that any party which is not a party to the Contract shall have any right under the United Kingdom (Rights of third Parties) Act 1999 or otherwise to enforce any term of the Contract.
- 18.3. Nothing in this Agreement will constitute a partnership or relationship of employment or agency between the parties.
- 18.4. If any provision of the Contract (or part of a provision) is held to be invalid or unenforceable, the validity of the remainder of the Contract will not be affected.
- 18.5. The Contract shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction in the event of any dispute.