

Project Commitment and Purchase Order

David and Charles (hereafter the 'Buyer') may request Goods and Services by providing a Purchase Order or written Letter of Engagement. In all instances, any commitment by the Buyer to the Seller for the delivery of any Goods and Services, and for any expenditure relating to the delivery of Goods and Services, shall be made by the provision of a Purchase Order.

David and Charles will reject any invoice that is not provided with a Purchase Order reference.

Any invoice raised by the Seller without an approved Purchase Order will not be paid.

Agreed Price and Timing

The Purchase Order or Letter of Engagement will set out the agreed price and deadline(s) for the delivery of Goods and Services. Any variation to the price and deadline(s) for delivery must be communicated by the Seller to the Buyer at the earliest opportunity. Any variation to the price and deadline(s) must be agreed in writing by the Buyer.

Warranties and Indemnities

The Seller warrants that the Goods and Services shall:

- a) confirm to the quantity, standard and description stated on the Purchase Order, Letter of Engagement or any written communication about the provision of Goods and Services.
- b) contain no toxic, infested, inflammable or otherwise dangerous substance unless (due to the nature of the Goods) specific written approval is given by the Buyer. For Goods to be sold in the United States, this includes confirmation of a requirement to contain a warning in line with California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5, et seq. ("Proposition 65").
- c) be of sound materials and workmanship and be carried out to the highest possible standard reasonably expected by the Buyer
- s) be equal in all respect to the samples, patterns or written specification provided by the Buyer
- e) be capable of any standard of performance specified on the Purchase Order or as otherwise agreed in writing.
- f) be fit for the purpose for which they are intended and freely available for use by the Buyer.

Inspecting & testing prior to dispatch

Before dispatching the Goods or carrying out the Service the Seller shall carefully inspect a representative sample and, if applicable, test for compliance with any written specification and the relevant Standards of safety and quality control required in the territories for which the Goods or Services are to be sold.

Packing and Destination

Goods are to be properly packed and secured according to the Buyer's written specification in such a manner as to reach their destination in good conditions under normal conditions of transport. Goods shall be dispatched to the place or places and in the manner specified by the Buyer.

Sustainable Business

The Buyer is committed to a sustainability policy and to producing Goods and Services that minimise the impact on the environment. Where appropriate, the Seller shall propose methods of delivering the Goods and Services that are consistent with this goal, which may include choices of manufacturing materials, manufacturing methods and distribution methods. The Seller shall not travel needlessly in the provision of the Goods and Services on behalf of the Buyer.

Property and Risk

Property in the Goods passes upon payment and risk in the Goods passes to the Buyer on delivery without prejudice to any right or rejection which may accrue to the Buyer under these Terms and Conditions.

Rejecting Substandard/Late Delivery

The Buyer may by notice in writing to the Seller reject the Goods and Services if the Seller has not complied with his or her obligations under these Terms and Conditions. The Buyer may reject any Goods or Services which are found not to be in accordance with the Purchase order, Letter of agreement or any written specification. The Buyer shall, when giving notice of rejection, specify the reasons and shall return the rejected Goods and Services to the Seller at the Seller's risk and expense. In such cases the Seller may be required by the Buyer to replace such rejected Goods and Services with Goods and Services which are in all respects in accordance with the Buyer's instructions and reimburse the Buyer for the costs of any materials supplied by the Buyer to the Seller for the production of the Goods and Services.

Any money paid by the Buyer to the Seller in respect of any rejected Goods and Services not replaced by the Seller within a reasonable time specified by the Buyer together with any additional expenditure (over and above the Agreed Price) reasonably incurred by the Buyer in obtaining other goods in replacement shall be paid by the Seller to the Buyer.

Printing and Binding Materials

Where the Seller is supplying printing or binding materials the Buyer shall fully indemnify the Seller against any action, claim, demand, cost, charge and expense (including legal fees) arising from or incurred by reasons of any libelous or obscene material or any breach or infringement of any copyright, registered design, trade mark, trade name and know-how and the like arising out of the content of the material supplied by the Buyer and against all costs and damages which the Buyer may incur in any such action.

Intellectual Property Rights

Unless agreed otherwise through a written contract signed by Buyer and Seller, all Intellectual Property Rights subsisting (or which may in the future subsist) in all Inventions and Works shall automatically, on payment for the goods or services by the Buyer, pass to the Buyer absolutely. Intellectual Property Rights means: patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Data Protection

The Seller must comply with all aspects of Data Protection law, including but not limited to the requirements of GDPR. For any Goods or Services that require the Seller to process or handle any data from the Buyer, a separate Data Sharing agreement will be provided.

Where the Seller has visibility of, or the need to use, data in the provision of the Goods and Services, the Seller commits to doing so only in accordance with the delivery of the Goods and Services as set out in the Purchase Order, Letter of Agreement or other written communication from the Buyer.

The Seller must report any breach of data security to the Buyer immediately, where such a breach may impact data provided by the Buyer.

Confidentiality

The Buyer may provide the Seller with Confidential Information about the Buyer's business activities that are required for the delivery of the Goods and Services. This information may be written, electronic or verbal and may include, but is not limited to, business and financial information, licensing arrangements, business partners, ideas, marketing plans, present and proposed products, trade secrets or other proprietary information, information regarding customers, suppliers or employees.

The Seller agrees not to disclose the Buyer's Confidential Information to any third party and not to use or copy the Buyer's Confidential Information except as reasonably necessary for the delivery of the Goods and Services. The Seller will promptly notify the Buyer of any unauthorized disclosure or use of the Buyer's Confidential Information and take all steps necessary to remedy where necessary. The Seller agrees to not recreate or copy any confidential aspects of the Buyer's products or services.

Within fourteen (14) days of a written request from the Buyer, the Seller shall return or destroy all physical and digital records of the Confidential Information provided by the Buyer.

Transfers and Subcontracting

The Seller shall not, without the consent in writing of the Buyer, subcontract, assign or transfer the delivery of the Goods and Services. Any subcontracting by the Seller shall not relieve the Seller of his or her obligations under these Terms and Conditions.

Early Termination

If the Buyer has at any time reasonable cause to believe that the Seller is or is about to become bankrupt, or enter into receivership or liquidation or if the Seller shall breach any term of this Agreement and fail to remedy the same (where the breach is capable of being remedied) within fourteen (14) days of receipt of a notice from the Buyer, then the Buyer shall be at liberty to cancel the Purchase Order for the Goods and Services by notice in writing without compensation to the Seller.

The Buyer shall be entitled at any time to cancel or terminate this Order in whole or in part by written notice to the Seller in which event the Buyer shall incur no liabilities to the Seller, save that the Seller shall be paid an amount equal to the cost of labour and materials used or purchased by the Seller up to the date of cancellation or termination. The Buyer shall be under no further liability.

The exercise of any of the rights granted to the Buyer shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.

Governance

The performance of this contract shall be subject to English Law and the Seller hereby submits to the jurisdiction of the Courts of England provides that the Buyer shall be entitled to proceed against the Seller in any other court having competent jurisdiction over the Seller.