

Terms and Conditions for the Supply of Services and Products

CES Cude Ltd. (T/a Creative Edge Signs) (of Unit 9a Roper Close, Roper Road, CT2 7EP, Canterbury, Kent, UK, company registration number 13875403).

These terms and conditions set out the terms under which we provide specialist printing and branding services, including (but not limited to), vehicle branding and wrapping; manufacturing all kind of signs, large-format printing; and the installation and application of graphics, signs and displays (Services).

1. APPLICATION OF CONDITIONS

1.1 These Conditions shall apply and shall be incorporated into any contract between us where we have accepted your order, or you have accepted our quotation, for our Services (Contract).

1.2 These Conditions will prevail over any inconsistent terms or conditions contained or referred to in your purchase order, confirmation of order, acceptance of quote or in any other document. Your standard terms and conditions shall not govern the Contract.

1.3 If you place an order with us or accept a quotation for Services by us, this constitutes an offer by you to purchase the Services subject to these Conditions.

1.4 No offer placed by you shall be accepted by us unless we issue you with written order confirmation (which we may send to you by email) setting out the details of the Contract, at which time the Contract between us shall be made.

1.5 Any quotation given by us is valid for a period of 30 days from its date, unless we have previously withdrawn it.

2. OUR OBLIGATIONS

2.1 We shall use reasonable efforts to provide the Services within any agreed timescales, but any such dates shall be estimates only and time shall not be of the essence.

3. YOUR OBLIGATIONS

3.1 You shall:

- (a) co-operate with us in all matters relating to the Services;
- (b) provide us in a timely manner (usually within a 48hour period from the time of request) with all documents, designs and other images, data, specifications and other materials as we reasonably require to allow us to perform the Services (Your Materials). This includes (but is not limited to) any paperwork relating to installations or site attendances, such as risk assessments, method statements, permits, booking applications and any other paperwork that may be required for our team to access site.

3.2 Where the Services include the application of graphics or wrapping to a vehicle, you agree to:

- (a) ensure that the vehicle is supplied to us in such newly-washed and clean state as we shall specify so as to ensure that we can provide the Services to a satisfactory standard. In the event that additional cleaning is reasonably required in preparation for such Services we reserve the right to levy an additional charge for such cleaning, unless the Contract already makes a specific allowance for such vehicle preparation;
- (b) satisfy yourself (perhaps by seeking the independent advice of a third-party bodywork expert, vehicle manufacturer or garage) that the surface of your vehicle is sound and suitable for the application and/or removal of graphics or vehicle wrapping.
- (c) provide a suitable site when requesting for our team or team members to attend a site of your choice; you are obligated to provide us with facilities that are indoor, weatherproof, dust free, clean, dry and have access to a reasonable amount of plug sockets.

3.3 You shall be responsible for the accuracy and completeness of Your Materials provided to us in accordance with the provisions of condition 3.1. Where Your Materials include the supply of any artwork to us you will ensure that is in such form, format or quality as we may specify in order for us to fulfil our obligations under these conditions or any Contract – please request our file formats guidelines documents.

3.4 If our performance of our obligations under any Contract is prevented or delayed by any act or omission by you, your agents, sub-contractors or employees we will not be liable for any costs, charges or losses suffered or incurred by you as a result. This applies to all works which will be subject to a standard health and safety check as per the provisions of condition 12.

3.5 You shall be liable to pay us, on demand, all reasonable costs, charges or losses suffered or incurred by us (including any direct, indirect, or consequential losses, loss of profit, loss or damage to property or persons) arising directly or indirectly from your fraud, negligence, failure to perform or delay in performing any of your obligations under the Contract, subject to us confirming such costs, charges and losses to you in writing.

3.6 The provisions of condition 3.5 will apply, for example, where you cancel, delay or postpone any Contract and/or the delivery to us of any vehicle to allow us to provide the Services on the scheduled date. In such circumstances, we reserve the right to charge you the full amount otherwise due under the Contract in our sole discretion.

3.7 Collection and deliveries of all vehicles and products must be by prior arrangement and within the hours outlined below

- (a) Collection hours are Monday to Thursday 3:30pm – 4:30pm and on Friday, 3:00pm – 4:00pm
- (b) Deliveries should be made inside of our working hours are 9:00am – 4:30pm (Monday to Friday, excluding public holidays and religious celebrations)

3.8 Unless otherwise stated, all signage, graphics, vehicle wraps and graphics, or any other products or services supplied, will not be inclusive of maintenance; please also see condition 8.5 (e)

4. CHANGE CONTROL

4.1 If either party requests a change to the nature or scope of the Services under any Contract, we shall within a reasonable time, provide you with a written estimate of the likely time required to implement the change and any impact of the change on the terms of the Contract, such as price changes.

4.2 If you wish us to proceed with the change, we have no obligation to do so until each of us has agreed in writing on the necessary variations to the Contract to take account of the

change. Until such time as such written agreement has been obtained, the Contract will continue in accordance with its original terms.

5. CHARGES AND PAYMENT

5.1 All payments are to be made to our bank account specified in the invoice.

5.2 Condition 5.3 applies where we are providing the Services on a time and materials basis. Condition 5.4 applies if we are providing the Services for a fixed price. The remainder of condition 5 applies in either case.

5.3 Where we are providing the Services on a time and materials basis:

(a) our charges for the Services are based on our standard daily fee rates for an eight hour day (worked between 8.30 am and 5.00 pm on weekdays, excluding public holidays), as amended from time to time; including a 30min break by law.

(b) we are entitled to charge an overtime rate of 150% of the normal daily fee on a pro-rata basis for any individuals providing the Services outside the hours referred to in (a) above;

(c) all charges quoted to you shall, unless otherwise stated, be exclusive of VAT, which we shall add to our invoices at the appropriate rate;

(d) we shall invoice you monthly in arrears for our charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, as provided in this condition 5.2.

5.4 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in our written acceptance of order under condition 1.4. Our usual payment terms, as detailed in our order confirmation, will provide for the payment of a deposit (non-refundable, except as provided in condition 9) prior to the commencement of the Services and the balance due on completion of the Services. In some circumstances, however, we may request payment in full in advance for the Services.

5.5 Where you have provided us with credit, debit or charge card details for payment of the deposit, you agree that we may use the same card details for collection of the balance when due without further notice to you. This is also applicable to accounts that have entered into our credit agreement and accepted our credit terms.

5.6 In exceptional circumstances we allow credit facilities to certain customers with whom we have an established trading relationship. If we grant you such rights, which will be confirmed in our order acceptance, you shall pay each invoice submitted to us in full and cleared funds, without deduction or set-off, within 30 days of receipt, or agree for our accounts team to apply for the full payment as per our credit agreement and any accepted terms so that the balance can be cleared as previously mentioned in 5.5

5.7 Without prejudice to any other right or remedy we may have, if you fail to pay us on the due date, we may:

(a) charge interest on such sum from the due date for payment; accruing on a daily basis and being compounded monthly, until payment is made (whether before or after any judgment) and we may claim interest under the Late Payments of Commercial Debts (Interest) Act 1998; and/or

(b) suspend all Services until payment has been made in full.

5.8 Time for payment shall be of the essence of the Contract.

5.9 All sums payable to us under the Contract shall become due immediately on its termination, despite any other provision. This condition 5.9 is without prejudice to any right to claim for interest under the law or any such right under the Contract.

5.10 Where you request us to collect or deliver a vehicle or other item and such transport has not already been agreed in our order confirmation, we reserve the right to levy a charge of £1.50 plus VAT per mile from our premises to the collection and delivery point.

5.11 All balances and customer accounts (unless arranged by prior agreement) must be cleared in a timely manner

(a) in the case of installation; by 4pm, two business days prior, leaving a period of one working day, between payment and installation – e.g. Payment placed on Monday 4pm, installation will go ahead on the Wednesday morning.

(b) in the case of deliveries; by 5pm the previous working day where possible, with any exceptions being agreed with your sales executive

5.12 As per our intellectual rights (condition 6.3), certain items will be non-refundable from any deposit amount received. This includes but is not limited to, products or works,

samples, rights in design, software, databases and contact information, typography, topography, confidential information (including but not limited to 'know-how' and 'trade-secrets') and any other rights as we see fit.

5.13 We will as standard, apply charges for any payments made to us by credit card and these will be at a fixed percentage that we reserve the right to change (with either written or verbal confirmation being made to the customer) at any point.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Our Intellectual Property Rights (as defined in condition 6.3) are a vital asset of our business and we shall use such legal remedies as are available to us to protect us against unauthorised use of those Intellectual Property Rights.

6.2 Save as provided in conditions 6.4 and 6.5, all Intellectual Property Rights and all other rights in the products and materials delivered by us under the Contract (Deliverables) and in any information and materials provided by us relating to the Services which existed prior to the Contract (Pre-existing Materials) shall be owned by us. Subject to condition 6.4 we license all of our rights in the Deliverables and the Pre-existing Materials to you free of charge and on a non-exclusive worldwide basis only to such extent as is necessary to enable you to make reasonable use of the Deliverables and the Services once the Contract between us has been formed. Any other use, whether by you or any third party, (including the use of any Pre-existing Materials which have been provided to you in circumstances where we do not subsequently enter into a Contract for the provision of Services to you) shall be subject to our prior written consent. If we terminate any Contract under condition 11.1, this licence will terminate.

6.3 Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

6.4 You acknowledge that, where we do not own any Pre-existing Materials because their Intellectual Property Rights are owned by a third party, your use of rights in Pre-Existing Materials is conditional on us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

6.5 All Intellectual Property Rights in Your Materials and any trade marks used by you are owned or licensed to you and no rights to Your Materials or such trade marks shall pass to us. You hereby grant us a non-exclusive licence of such Intellectual Property Rights for the purposes of providing the Services in accordance with the terms of these conditions and any Contract.

6.6 You shall indemnify us against all damages, losses and expenses we suffer or incur arising as a result of any action or claim that Your Materials or your trade marks infringe the Intellectual Property Rights or any other rights of a third party.

7. CONFIDENTIALITY AND NON-SOLICITATION

7.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us, our employees, agents or sub-contractors and any other confidential information concerning our business or our products which you may obtain. You shall restrict disclosure of such confidential material to such of your employees, agents or sub-contractors as need to know the same for the purpose of discharging your obligations to us. You shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind you.

7.2 You shall not, without our prior written consent, at any time until 6 months after the last date we supply any Services to you solicit or entice away from use or employ or attempt to employ any person who is, or has been engaged as our employee or sub-contractor in the provision of the Services.

7.3 Any consent given by us in accordance with condition 7.2 shall be subject to you paying us a sum equivalent to 20% of the then current annual remuneration of our employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by you to that employee or sub-contractor. 7.4 This condition 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

8.1 This condition 8 sets our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) any breach of these conditions or any Contract;
- (b) any use made by you of the Services or the Deliverables;
- (c) any representation, statement, tortious act or omission (including negligence) arising under or in connection with these conditions or any Contract.

8.2 In certain circumstances, subject to such terms and conditions as we specify in writing, we may be able to pass to you the benefit of any manufacturer's warranty in respect of the provision of all or part of the Services under any Contract, but only to the extent and subject to the conditions that the manufacturer in question has provided such warranty to us. Unless we have provided you with written confirmation of such warranty as part of the Contract any guidance notes given on our website or in any advertising or promotional material is for guidance purposes only and shall not amount to any warranty in respect of the Services.

8.3 In requesting the Services from us, you acknowledge and agree that:

- (a) the Services we provide are innovative in the signwriting industry and their purpose is to provide a mobile advertising medium by way of an overall design concept, rather than exact art reproductions;
- (b) minor deviations and imperfections are sometimes unavoidable where the surface for application is indented or otherwise not smooth or flat;
- (c) the durability and lifespan of any vehicle wrapping or other surface application provided as part of the Services will depend upon the level of care taken by you of the vehicle or other item, as with any other surface decoration or vehicle paintwork.

8.4 Save as provided in condition 8.2, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions or any Contract.

8.5 Without prejudice to the generality of condition 8.4 we will not be liable to you for:

(a) any damage caused by the application or removal of any graphics or wrapping to or from any vehicle or other surface, unless caused by our negligence, and any such application or removal shall be entirely at your own risk and you are recommended to seek independent guidance in this respect, as suggested in condition 3.2(b); you may also be liable for the removal of any trims or parts requested, prior to application of graphics.

(b) any deviations from Pantone or other spot colour references specified by you for any designs which form part of the Services, since such colour references are for guidance purposes and cannot always be matched exactly. If precise colour matches are important to you it is recommended that you ask for sample colours to sign off prior to commencement of the final Services; otherwise we will take no liability for any variations of colour and will assume that a standard vinyl in a stock colour, is sufficient.

(c) any application by you to any surface of any products sold by us on a supply basis only and any such application shall be entirely at your own risk; or

(d) any valuables left in vehicles or other items delivered to us for the provision of the Services;

(e) any maintenance to signage, graphics, vehicle wraps, products or services provided by our team, unless otherwise stated and quoted at a separate and pre-arranged fee.

8.6 Nothing in these conditions limits or excludes our liability:

(a) for death or personal injury resulting from our negligence; or

(b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

8.7 Subject to conditions 8.2, 8.3, 8.4, 8.6 and 8.6:

(a) we shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these conditions or any Contract shall be limited to the price paid for the Services.

9. CANCELLATION OF A CONTRACT

9.1 Subject to conditions 9.2 and 9.3, if you are a consumer (someone not buying in the course of a business), you may cancel a Contract for any reason at any time within seven working days, beginning on the day after the Contract between us is made in accordance with the provisions of condition 1.4. In this case, you will receive a full refund of any price already paid for the Services in accordance with our refunds policy (set out in condition 9.4 below).

9.2 To cancel a Contract, you must inform us in writing.

9.3 You will not have any right to cancel a Contract for the supply of any Services:

- (a) which have been customised or tailored to your specific requirements;
- (b) where it has been agreed between us in the Contract that the Services will commence within seven working days of the date on which the Contract is made; or
- (c) where you are a business customer.

9.4 Where a right of cancellation applies, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund as soon as possible and, in any case, within 30 days of the day we received your cancellation.

9.5 Any right of cancellation not provided for in conditions 9.1 to 9.4 above shall be in our sole discretion and we reserve the right to charge you for any costs or losses (including for loss of profits) suffered or incurred by us as a result of your unauthorised cancellation of any Contract.

9.6 The provisions of this condition 9 do not affect your statutory rights if you are a consumer.

10. DATA PROTECTION

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on our behalf in connection with the Services, by considering the GDPR regulations.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which we may have, we may terminate any Contract without liability to you immediately on giving notice to you if:

(a) an order is made or a resolution is passed for your winding up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order; or

(b) an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(c) a receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager, or if any other person takes possession of or sells your assets; or

(d) you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way; or

(e) you cease, or threaten to cease, to trade.

11.2 On termination of the Contract for any reason you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

11.3 The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

12. FORCE MAJEURE

We shall have no liability to you under these conditions or any Contract if we are prevented from or delayed in performing our obligations under these conditions or any Contract by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, equipment or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. VARIATION

Subject to condition 4 no amendment to any Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14. WAIVER

14.1 A waiver of any right under these conditions or any Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14.2 Unless specifically provided otherwise, rights arising under these conditions or any Contract are cumulative and do not exclude rights provided by law.

15. SEVERANCE

15.1 If any provision (or part of a provision) of these conditions or any Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

16. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that, in entering into any Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or

understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in these conditions or the Contract.

17. ASSIGNMENT

17.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these conditions or any Contract.

17.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these conditions or any Contract.

18. NO PARTNERSHIP OR AGENCY

Nothing in these conditions or any Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

20. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 20 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery.

To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

21. GOVERNING LAW AND JURISDICTION

21.1 These conditions and any Contract and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

21.2 Each of irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions or any contract or their subject matter.