

Taylor Made Designs (UK) Limited
Standard Terms for the Supply of Goods and Services

1. INTERPRETATION

1.1 Definitions to apply in this agreement:

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Contract: the contract constituted by the Sales Order, this agreement and the Framework Agreement (if one has been entered into by the parties), entered into between the Supplier and the Customer for the supply of the Goods and/or the Services.

Core Hours: between 9am and 5pm Monday to Friday but excluding public or bank holidays.

Currency: UK Pounds Sterling or such other currency as set out in the Sales Order.

Customer: the person, firm or company (details of which are set out in the Sales Order) who directly purchases Goods and/or Services from the Supplier, whether for its own benefit, the benefit of a third party end user or otherwise.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)

Default Event: means any of the events described in clauses 14.2.1 - 14.2.8.

Delivery / Delivered: means actual delivery of the Goods to the Customer or the Customer's agent or carrier.

Delivery Point: the place, delivery agent or carrier specified in the Sales Order.

Framework Agreement: the framework agreement (if applicable) entered into as between the Supplier and the Customer to regulate the ongoing commercial relationship as between the Supplier and the Customer.

Goods: the goods to be supplied by the Supplier to the Customer as more fully set out in the Sales Order.

Intellectual Property Rights: all patents, rights to inventions, 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 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.

Party/ies: the Customer and the Supplier.

Price: the price to be charged by the Supplier and to be paid by the Customer for the sale of the Goods and/or the provision of the Services as set out in the Sales Order.

Sales Order: the confirmed order for Goods and/or Services issued by the Supplier, which sets out full details of the Goods and/or the Services to be supplied pursuant to a Contract and the Delivery costs.

Services: the services to be provided by the Supplier as more fully set out in the Sales Order.

Service Delivery Point: means the Supplier's place of business unless otherwise specified in the Sales Order.

Supplier: Taylor made Designs (UK) Limited a private limited company registered according to the laws of England and Wales with company registration number 06625920 whose registered office is at Unit 1, Ambassador Industrial Estate, 9 Airfield Road, Christchurch.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the 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

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.2 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.
- 1.3 Clause headings do not affect the interpretation of this agreement.
- 1.4 A reference to "writing" or "written" includes faxes and email.

2. CONTRACTING PROCESS

- 2.1 A Contract shall be subject only to the provisions of this agreement as read with the Sales Order and the Framework Agreement (if applicable) to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, whether communicated to the Supplier before or after the date on which the Customer executes the Sales Order).
- 2.2 If the content of this agreement conflicts with either or both of the Sales Order and/or the Framework Agreement, then the conflicting provision of the Sales Order shall prevail over the provisions of this agreement and the provisions of the Framework Agreement shall prevail over any conflicting provision of this agreement and that of the Sales Order.
- 2.3 The Supplier shall communicate its acceptance of the Customer's order by delivering a Draft Sales Order to the Customer. Until the Supplier has communicated such acceptance to the Customer no Contract shall be taken to have come into being. there shall be no obligation on the Supplier to prepare a Draft Sales Order and the Supplier shall have the right to decline any order placed by the Customer or to, on notice to the Customer, withdraw any Draft Sales Order prior to the Customer's acceptance of the Draft Sales order in accordance with clause 2.4.
- 2.4 By confirming its agreement in writing to the Draft Sales Order, the Customer shall be taken to have agreed to purchase the Goods and / or the Services on the terms of this agreement, the Sales Order and the Framework Agreement (if applicable) and the Draft Sales Order shall constitute a Sales Order and shall be binding on the parties.
- 2.5 If a Customer accepts Delivery of the Goods and/or the provision of the Services or uses the Goods, then the Customer shall be bound by the provisions of this agreement and any Draft Sales Order (which shall then constitute a Sales Order).
- 2.6 Where the Customer has communicated acceptance of the a Draft Sales Order in accordance with clause 2.4 above then, the Customer shall remain bound by the Contract notwithstanding the fact that it may be required, due to the Customer's internal administrative protocols, to issue a purchase order for the purchase of the Goods and/or the Services.
- 2.7 Any variation to this agreement and any representations made in respect of the Goods and/or Services shall have no effect unless

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- expressly agreed and writing and signed by an authorised representative of each Party.
- 2.8 The Supplier's obligations under the Contract shall be as set out in this agreement, the Sales Order and the Framework Agreement (if applicable) only. The Customer agrees that it has not relied on and that the Supplier shall not be liable for any statement, promise, warranty or representation not set out in the Contract (including but not limited to those made or given by or on behalf of the Supplier, such as specifications, particulars of weight, dimensions, sales proposals, quotations, prices, statements, representations, descriptions or illustrations contained in quotations, sales and marketing material, catalogues, publicity material and the Supplier's website, all of which are only intended to convey only a general idea of the Goods and Services mentioned). Nothing in this clause shall exclude or limit the Supplier's liability for fraudulent misrepresentation.
- 2.9 The Supplier may at its sole and absolute discretion be entitled to amend any quotation or price list relevant to the Goods and / or Services until a Contract has been concluded with that quotation or price confirmed in the signed Sales Order.
- 2.10 Any typographical, clerical or other error or omission in any Contract shall be subject to correction at the sole discretion of the Supplier without any liability on the part of the Supplier.
- 2.11 No Contract may be cancelled by the Customer without the prior written consent of the Supplier. The Supplier reserves the right to charge the Customer for all losses and expenses incurred as a consequence of any cancelled Contract.
- 3. DELIVERY OF GOODS**
- 3.1 The quantity, description, price and component parts (as applicable) of the Goods and the cost of the Delivery thereof (in the case where there is to be a charge for Delivery) shall be as set out in the Sales Order.
- 3.2 Delivery shall take place during Core Hours at the Delivery Point.
- 3.3 Any dates specified by the Supplier for Delivery are an estimate only and any attempt to make the time of Delivery the essence of the Contract by notice to that effect shall be invalid.
- 3.4 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Sales Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any).
- 3.5 The Supplier shall not be liable to the Customer for any loss suffered by the Customer (whether direct, indirect or consequential) arising from a delay in Delivery.
- 3.6 Where the Goods are to be Delivered or the Services are to be supplied in instalments then any delay in Delivery of or the performance of any one instalment shall not entitle the Customer to cancel or to repudiate the Contract as a whole.
- 3.7 If the Customer does not accept Delivery of Goods then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under this agreement in respect of the Goods, then:
- 3.7.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready for Delivery; and
- 3.7.2 the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.8 If ten Business Days after the Supplier has notified the Customer that the Goods were ready for Delivery the Customer has not taken Delivery of them, then without prejudice the Supplier's rights under this Agreement, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 3.9 The Customer shall inspect the Goods as soon as they are Delivered. The Customer shall indicate any damage to the Goods or packaging on the carrier's delivery note at the time of Delivery and the contents and packaging of the Goods must be retained for inspection as proof of damage, failing which the Supplier shall have no liability to the Customer for such damage.
- 3.10 The Supplier shall not be responsible for any Goods shortages or defects discovered after Delivery unless the Customer informs the Supplier in writing within 3 Business Days following Delivery.
- 3.11 Any return of Goods must be preceded by a written request. Returned Goods will not be accepted by the Supplier unless
- evidence is produced that the Customer's written request to return the Goods has been accepted by the Supplier.
- 3.12 the Supplier shall be entitled to charge the Customer a handling charge (as confirmed in the Sales Order) in respect of returned Goods.
- 3.13 The Supplier may charge the Customer for any damage to the Goods, which is suffered in the process of the Goods being returned.
- 3.14 The Supplier shall be under no obligation to accept a return of the Goods which have been altered in any way.
- 4. RISK & RETENTION OF TITLE**
- 4.1 Risk in the Goods shall pass to the Customer at the point of Delivery.
- 4.2 Title to the Goods shall not pass to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Goods, the Services or under or arising from any other contract or liability owed by the Customer to the Supplier whether under a Contract, a Framework Agreement or otherwise.
- 4.3 Where title to the Goods has not yet passed to the Customer then the Customer's right to possession of the Goods shall terminate immediately upon the occurrence of a Default Event and the Customer shall immediately return the Goods or cause the Goods to be returned to the Supplier.
- 4.4 The Customer grants the Supplier, 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.
- 4.5 The Supplier shall be entitled to recover payment for the Goods notwithstanding that title in the Goods has not passed to the Customer.
- 4.6 Until title in the Goods has passed to the Customer, the Customer shall:
- 4.6.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
- 4.6.2 store the Goods separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- 4.6.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 4.6.4 give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
- 4.6.5 maintain the Goods in a satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks. On request the Customer shall produce the policy of insurance to the Supplier.
- 4.7 If, notwithstanding the provisions of clause 4.2, the Customer purports to sell the Goods to a third party or end user before the title to the Goods passes to the Customer then the Supplier shall be beneficially entitled to all of the proceeds of that sale received by the Customer from the third party or end user.
- 4.8 On termination of this agreement, a Contract or the Framework Agreement, howsoever caused, the Supplier's rights contained in this clause 4 shall remain in effect.
- 5. THE SERVICES**
- 5.1 The Supplier shall use reasonable endeavours to provide the Services in all material respects in accordance with the Sales Order.
- 5.2 Any dates for the provision of the Services shall be estimates only and the time for the provision of the Services shall not be of the essence.
- 5.3 The Supplier reserves the right to engage any approved sub-contractor to fulfil the Services on the Supplier's behalf. The Supplier shall have the sole discretion to approve a sub-contractor.
- 5.4 Unless otherwise agreed in writing the Services shall be performed at the Service Delivery Point.
- 5.5 The Supplier reserves the right on notice to the Customer to amend the Sales Order if necessary to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 5.6 The Customer shall:
- 5.6.1 ensure that the terms of the Sales Order are complete and accurate;
- 5.6.2 co-operate with the Supplier in all matters relating to the Services; and
- 5.6.3 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the

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- Services, and ensure that such information is complete and accurate in all material respects.
- 5.7 If the Supplier's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) then without limiting or affecting any other right or remedy available to it:
- 5.7.1 the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 5.7.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.7; and
- 5.7.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 6 CHANGE CONTROL**
- 6.1 If the Customer wishes to change the scope or execution of the Services and/or the Goods, it shall submit details of the requested change to the Supplier who shall, within a reasonable time, provide a written estimate to the Customer of:
- 6.1.1 the likely time required to implement the change;
- 6.1.2 any necessary variations to the Supplier's charges arising from the change; and
- 6.1.3 any other impact of the change on the Contract.
- 6.2 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Service, the Goods and any other relevant terms of the Contract to take account of the change and this agreement has been varied in accordance with clause 2.7.
- 6.3 Notwithstanding clause 6.2, the Supplier may on notice to the Customer cancel the Contract or change the Services or the Goods or increase its charges for the Services or the Goods in order to comply with any applicable safety or statutory requirements.
- 7. PRICE & PAYMENT**
- 7.1 The Supplier shall raise its invoice for the Price for the Goods on the date of Delivery and, in the case of the Services, on the date on which the Services have been supplied.
- 7.2 The Price shall be as set out in the Sales Order. All prices quoted by or displayed on the the Supplier's website are an indicative guide price and shall not be binding on the Supplier unless confirmed in the signed Sales Order. The Supplier reserves the right to increase its indicative guide price for the Goods and /or Services on an annual basis and in line with increases in the Retail Prices Index.
- 7.3 All sums payable under this agreement are exclusive of any VAT (if applicable) which shall be chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes. The Customer shall pay the VAT at the same time as payment is made for the supply of the Goods and / or Services.
- 7.4 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Goods and/or Services and the Delivery thereof under this agreement shall be the responsibility of, and for the account of, the Customer.
- 7.5 The Customer shall pay the Price without deduction, set off, counterclaim, discount, abatement or withholding whatsoever in the Currency in full within 30 calendar days of the date of the Supplier's invoice (or such shorter period as shall be set out in the Sales Order). Payment shall be made in cleared funds to a bank account nominated in writing by the Supplier. A surcharge of 2% may be added at the Supplier's discretion should payment be made by credit card.
- 7.6 Time for payment of the Price shall be the essence of this agreement.
- 7.7 If the Customer requests any variation to the Services then the Supplier reserves the right to increase the Price.
- 7.8 The Supplier reserves the right at its sole discretion to terminate the all Contracts or withhold all Deliveries or to suspend or terminate the provision of all Services if the Customer fails to pay a Price on the due date for payment and upon such suspension or termination, the full unpaid balance of the Price shall immediately fall due for payment.
- 7.9 Interest on late payments shall be charged by the Supplier at the rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.
- 7.10 All invoices shall be addressed to the Customer's address as set out in the Sales Order and may be sent in .pdf format by electronic mail.
- 7.11 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 8. WARRANTY**
- 8.1 Subject to clauses 8.2 and 9 below, the Supplier warrants that the Goods will:
- 8.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- 8.1.2 be free from material defects in design, material and workmanship; and
- 8.1.3 will perform substantially in accordance with the specification and functionality as set out in the Sales Order and that all Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 8.2 Subject to clause 8.3 below, if within the period of 12 months of Delivery the Goods prove to be materially defective under proper use by the Customer and where such defect arises solely as a consequence of faulty materials or workmanship on the part of the Supplier and are not due to normal wear and tear then the Supplier will make good the defect by repair or, at its option, by the supply of replacement Goods or parts thereof. This covenant is subject to the condition that the defective parts are promptly returned by the Customer to the Supplier in accordance with clause 3.
- 8.3 In the case of any Goods, parts or components not manufactured by the Supplier, the Supplier agrees to pass on to the Customer any warranty or guarantee (if any) which the Supplier may have received from its supplier of such parts or components, but not so as to impose on the Supplier any liability greater than that imposed on the Supplier by clause 8.2.
- 8.4 All warranties, conditions and other terms implied by statute or common law in respect of the sale of Goods (save for the conditions implied by section 12 of the Sale of Goods Act 1979) and the provision of the Services are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5 Without limiting the generality of the provisions of clause 8.4, and more specifically so, the Supplier gives no warranty as to the washing stability, colour fastness, durability or making up quality of the goods. The fabric / material composition is given as a guide only and the Supplier reserves the right to change the composition without prior notice.
- 9. LIMITATION OF LIABILITY**
THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.
- 9.1 This Clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 9.1.1 any breach by the Supplier of the Contract;
- 9.1.2 any use made by the Customer or its End User of the Goods and/or Services and/or any part of them; and
- 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with a Contract.
- 9.2 Nothing in this agreement shall be construed as limiting or excluding the liability of the Supplier:
- 9.2.1 for death or personal injury resulting from negligence; or
- 9.2.2 for any damage or liability incurred by the Customer as a result of fraud (including a fraudulent misrepresentation by the Supplier); or
- 9.2.3 for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the

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warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

- 9.3 Subject to clause 9.2, the Supplier shall not be liable to the Customer or to any end user whatsoever for any loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses which may be suffered by the Customer or the End user in consequence of this agreement or any Contract.
- 9.4 The Supplier's 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 the Contract shall be for direct costs and damages only (whether in the form of the additional cost of remedial services or otherwise) and shall be limited to a sum equivalent to the Price paid to the Supplier by the Customer for the Goods or Services that are the subject of the claim.

10. CUSTOMER'S FAIR DEALING WARRANTY

- 10.1 The Customer warrants to the Supplier that:
- 10.1.1 it shall not use the Goods and/or the Services for any improper or unlawful purpose;
- 10.1.2 it shall comply in all material respects with all applicable laws, bye-laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom and any other jurisdiction where the Goods are to be used; and
- 10.1.3 it has acquired and holds all necessary licences, permissions and consents required for the installation, carrying on of and use of the Goods.
- 10.2 The Customer shall procure that the End User likewise complies with the provisions of this clause 10.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges and agrees that, unless otherwise agreed in writing by the Supplier and the Customer (acting through their respective authorised representatives) all Intellectual Property Rights in the Goods (to include without limitation all design work, artwork and visuals) and those which arise from the Services, other than Intellectual Property Rights in any materials provided by the Customer, are vested in and are the property of the Supplier or its licensor and shall remain the property of the Supplier or its licensor (as appropriate).
- 11.2 The Customer shall promptly give notice in writing to the Supplier if it becomes aware of:
- 11.2.1 any infringement or suspected infringement by a third party of the Intellectual Property Rights relating to the Goods; and/or
- 11.2.2 any claim that Goods or part of the Goods infringes the rights of any third party.
- 11.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the agreement for the purpose of providing the Services and delivering the Goods to the Customer.
- 11.4 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use in the performance of this agreement of the any materials supplied by the Customer.

12. CONFIDENTIALITY

- 12.1 Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives (to include without limitation all design work, artwork and visuals which are of a confidential nature) and which have been disclosed by one Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, the Goods and the Services which the Receiving Party may obtain as a result of such disclosure. Each Party shall restrict disclosure of such confidential material to such of the Receiving

Party's employees, agents, sub-contractors and professional advisers as may need to know the same for the purpose of discharging the Receiving Party's obligations to the Disclosing Party under this agreement, and shall ensure that its employees, agents, sub-contractors and professional advisers are subject to obligations of confidentiality corresponding to those which bind the Parties to this agreement.

- 12.2 All materials, designs, artwork, equipment, drawings, specifications and data supplied by the Disclosing Party under or in accordance with this agreement shall, at all times, be and remain as between the Disclosing Party and the Receiving Party the exclusive property of the Disclosing Party and shall be held by the Receiving Party in safe custody at its own risk and maintained and kept in good condition until returned to the Disclosing Party, and shall not be disposed of or used other than in accordance with the Disclosing Party's written instructions or authorisation.
- 12.3 The rights and obligations under this clause 12 shall survive termination of the Contract, however arising.
- 12.4 This clause 12 shall not restrict a Receiving Party from disclosing information as may be required by any Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.

13. DEFAULT BY CUSTOMER

The Customer shall pay to the Supplier, on demand, all reasonable costs, charges or loss sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising 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, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

14. TERMINATION

- 14.1 If a Contract is terminated all Services listed in the Sales Order shall also terminate.
- 14.2 Without prejudice to any other rights or remedies it may have, the Supplier may terminate or suspend a Contract without liability to the Customer immediately on giving written notice to the Customer if:
- 14.2.1 the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach; or
- 14.2.2 the Customer fails to pay any sum due under this agreement or a under a Contract on the due date for payment; or
- 14.2.3 an order is made or a resolution is passed for the winding up or bankruptcy of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up or bankruptcy order of the Customer; or
- 14.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or the directors of the Customer or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 14.2.5 a receiver is appointed of any of the Customer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
- 14.2.6 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 14.2.7 the Customer ceases, or threatens to cease, to trade; or
- 14.2.8 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
- 14.2.9 there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Customer.
- 14.3 The Customer may terminate a Contract without liability to the Supplier immediately on giving written notice to the Supplier if the Supplier commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that

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breach within 90 days of the Supplier being notified in writing of the breach

14.4 On termination of the Contract for any reason:

14.4.1 the Customer (as relevant) shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

14.4.2 the Customer (as relevant) shall, within a reasonable time, return all Goods and equipment owned by the Supplier. If the Customer (as relevant) fails to do so, then the Supplier may enter the Customer's premises and take possession of such Goods and equipment. Until such Goods and equipment has been returned or repossessed, the Customer (as relevant) shall be solely responsible for its safe keeping; and

14.4.3 the accrued rights of the Supplier shall, notwithstanding any specific provision of this agreement, survive the termination of the Contract.

15. SAMPLES PROCEDURE

15.1 The Supplier reserves the right to charge for any Goods samples ("Samples").

15.2 The Price for the Samples shall be confirmed by the Supplier in writing prior to delivery thereof.

15.3 The Supplier will enclose a 'Sample Return' sticker with all Samples, which the Customer shall use to return the Samples.

15.4 If the Customer returns the Samples within 10 Business Days, the Supplier will raise a credit note in respect of the Price charged for the Samples.

15.5 No Sample shall be deemed validly returned unless it is returned in its original packaging with swing tags and labels attached.

15.6 The Supplier shall be entitled to charge the Customer £10.00 for the delivery of a Sample and an administration fee of £5.00, both of which fees shall be non-refundable.

16. FORCE MAJEURE

16.1 The Supplier shall not be in breach of a Contract or this agreement or otherwise be liable for any failure or delay in the performance of its obligations if it is prevented from, hindered or delayed in performing any of its obligations under a Contract or from carrying on its business by circumstances, acts, events, omissions or accidents beyond its reasonable control, including, without limitation, trade disputes, strikes, lock-outs or other industrial dispute(s) or action(s) (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, embargo, act(s) of God, war, riot, civil commotion or civil war, threat of or preparation for war, terrorist attack, armed conflict, imposition of sanction(s), breach of diplomatic relations, malicious damage, compliance with any law, action or governmental order, rule, regulation or direction (including without limitation, the imposition of an export or import restriction), failure to grant or obtain a licence or consent, accident, epidemic or pandemic, nuclear, chemical or biological contamination or sonic boom, breakdown of plant or machinery, collapse of buildings, fire, explosion, flood, drought, earthquake, storm, inclement weather, other natural disaster(s) or default of suppliers or sub-contractors or any event set out in the RAMS ("Force Majeure Event").

16.2 If the Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 12 weeks, the Customer may terminate the Contract by giving 7 days' written notice to the Supplier.

17. COMMUNICATIONS

Any notice or communications about a Contract must be in writing and must be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by email (provided that the sender confirms the email by sending an original confirmation copy by certified or registered mail or expedited delivery service within 3 business days after transmission) to the recipient Party at its registered office or such changed address as shall be notified by on party to the other for the purposes of this clause. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of email upon transmission provided confirmation is sent as described above, or in the case of expedited delivery service or

registered or certified mail 3 business days after the date and time of mailing.

18. DATA PROTECTION

18.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor. The Supplier shall confirm to the Customer the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

18.3 Without prejudice to the generality of clause 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

18.4 Without prejudice to the generality of clause 18.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

18.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

18.4.2 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);

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

18.4.4 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:

- a. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- b. the data subject has enforceable rights and effective legal remedies;
- c. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- d. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

18.4.5 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;

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

18.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on

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- termination of the agreement unless required by Applicable Law to store the personal data; and
- 18.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 19. ASSIGNMENT**
- 19.1 The Supplier may assign any benefit under this agreement or a Contract or any part of it to any person, firm or company.
- 19.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.
- 20. CUSTOMER SERVICES**
- The Supplier's contact details for all customer service enquiries is: Taylor Made Designs UK Ltd. Unit 1, Ambassador Industrial Estate, Airfield Road, Christchurch, Dorset, BH23 3TG. Tel, 01202 473311.
- 21. GENERAL**
- 21.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 21.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 21.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 21.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 21.5 The parties to a 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.
- 21.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, provided that for the sole benefit and at the sole discretion of the Supplier, the Supplier may elect to apply the jurisdiction of any foreign court applicable to the Customer.
- This agreement is entered into by the Supplier and the Customer the date of the Sales Order.