



Purchase Terms

1. Acceptance

1.1 These Terms, the existence of which are referred to on Purchase Orders issued by Creative Displays (UK) Ltd (including its Trading Divisions Walton Designs, Creative CuttingEdge and Industrial Plastic Coating) (the "Buyer") shall form part of the Purchase Order and part of any agreement to supply by the party to whom the Purchase Order is addressed (the "Seller") unless specifically excluded in whole or in part by agreement in writing between the parties.

1.2 These Terms shall be augmented or as appropriate amended by any terms and conditions on the face of the Purchase Order.

1.3 The Purchase Order will be deemed accepted by the Seller upon the first of the following to occur:

- (a) Seller making, signing, or delivering to Buyer any email letter, form, or other writing or instrument acknowledging acceptance;
- (b) any performance by Seller under the Purchase Order; or
- (c) the passage of fourteen (14) days after Seller's receipt of the Purchase Order without written notice to Buyer that Seller does not accept.

1.4 The Purchase Order, together with these Terms, constitutes the sole and entire agreement of the parties with respect to the Purchase Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order, unless a separate overriding written contract has been entered into and signed by the parties.

1.5 These Terms expressly limits the Seller's acceptance to the terms of the Purchase Order and expressly exclude any of the Seller's terms and conditions of sale or any other document issued by the Seller in connection with The Purchase Order.

2. Delivery

2.1 The Seller shall deliver the goods and/or perform the services at the delivery point (the "Delivery Location"), and on the date(s) specified in The Purchase Order (the "Delivery Date").

2.2 If no delivery date is specified, the Seller shall deliver in full within a reasonable time of receipt of the Purchase Order.

2.3 Timely delivery is of the essence. If the Seller fails to deliver the goods or services in full, on the Delivery Date, the Buyer may at its discretion terminate the Purchase Order without penalty.

2.4 The Seller shall indemnify the Buyer if required by the Buyer against any losses, damages, and reasonable costs and expenses attributable to the Seller's failure to deliver.

3. Inspection

3.1 Buyer reserves the right to inspect the Goods on or within a reasonable time after the Delivery Date.

3.2 The Buyer may reject all or any portion of the goods if it determines the Goods are defective or nonconforming.

3.3 If the Buyer requires replacement of the goods, pursuant to Section 4, the Seller shall promptly replace the nonconforming goods. If the Seller fails to timely deliver replacement goods, the Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Purchase Order for cause pursuant to Section 7.

3.4 Any inspection or other action by the Buyer under this Section shall not affect Seller's obligations under the Purchase Order, and the Buyer shall have the right to further inspection after the Seller takes any remedial action.

4. Cumulative Remedies

4.1 The rights and remedies available to the Buyer are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

4.2 If Seller is in breach of the warranties set out in Section 7, the Seller will, at its sole cost, replace or repair the goods or re-perform the services to the Buyer's satisfaction.

5. Price and Payment

5.1 The price of the goods or services is the price stated on the face of the Purchase Order (the "Price") unless subsequently amended by mutual agreement in writing.

5.2 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing to it by the Seller against any amount payable by the Buyer to the Seller.

5.3 Payment of an invoice is not evidence or admission that the goods or services meet the requirements of the Purchase Order.

6. Termination

6.1 In addition to any remedies provided herein, the Buyer may terminate the Purchase Order with immediate effect, either before or after acceptance of goods or services, if the Seller has breached any of the terms herein.

6.2 If the Seller becomes insolvent, commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganisation or assignment for the benefit of creditors, then the Buyer may terminate the Purchase Order.

6.3 If the Buyer terminates the Purchase Order for any reason, the Seller's sole and exclusive remedy is payment for the goods or services complying with Section 7 which have been received and accepted by the Buyer prior to the termination.

7. Warranties

7.1 The Seller warrants to the Buyer that for a minimum period of twelve (12) months from the Delivery Date (or longer if in accordance with the seller's normal warranty duration), all goods, services or goods furnished in connection with services will:

- (a) be new and free from any defects in workmanship, material and design;
- (b) conform to applicable specifications;
- (c) be fit for their intended purpose and operate as intended;
- (d) be free and clear of all liens, security interests or other encumbrances; and
- (e) not infringe or misappropriate any third party's intellectual property rights.

7.2 These warranties survive any delivery, inspection, acceptance or payment.

7.3 These warranties are cumulative and in addition to any other warranty provided by law or equity.

7.4 If the Buyer gives the Seller any notice of noncompliance, the Seller shall, at its own cost and expense, promptly replace or repair the nonconforming goods or services.

8. Indemnification

8.1 The Seller shall defend, indemnify, and hold harmless the Buyer and the Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable legal and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with the Seller's supply of goods or services, performance of its obligations, or the Seller's negligence, wilful misconduct, or breach of the terms of The Purchase Order.

9. Confidential Information

9.1 All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by the Buyer to the Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorised by the Buyer in writing.

9.2 Upon the Buyer's request, the Seller shall promptly return all documents and other materials received from the Buyer. The Buyer shall be entitled to injunctive relief for any violation of this Section.

9.3 This Section shall not apply to information that is:

- (a) in the public domain;
- (b) rightfully and legally known to the Seller at the time of disclosure; or
- (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

10. Compliance with Law

10.1 The Seller warrants and represents to the Buyer that it is in compliance with and shall remain in compliance during performance of the Purchase Order and ensure that its employees, agents, contractors and subcontractors (the "Personnel") comply with all applicable laws and other appropriate regulations.

11. Shipping Terms

11.1 The Seller shall not substitute material or ship more than the quantity ordered.

11.2 Unless otherwise agreed and acknowledged in writing on the Purchase Order, the Seller shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Location, including, without limitation, all shipping and freight costs and all duties, fees, tariffs/taxes on imports/exports of the Goods ("Customs Duties").

12. Title and Risk of Loss

12.1 Unless otherwise specified in writing on the Purchase Order, the risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered to and properly received by the Buyer at the Delivery Location.

13. Force Majeure

13.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes.

13.2 The Seller's economic hardship or changes in market conditions are not considered Force Majeure Events.

13.3 The Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order.

13.4 If a Force Majeure Event prevents the Seller from performance for a continuous period of more than twenty-one (21) days, the Buyer may terminate The Purchase Order immediately and without cost to the Buyer by giving written notice to Seller.

14. Relationship of the Parties

14.1 Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship between the parties.

15. Governing Law and Venue

15.1 All matters arising out of or relating to The Purchase Order shall be governed by and construed in accordance with the laws of England.

16. Communications

16.1 All communications between the parties about the purchase Order must be in writing and delivered by hand or sent by pre-paid first class post or sent by email or facsimile transmission:

16.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and Bank and public holidays) after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of delivery;
- (c) if sent by facsimile transmission or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17. Services

17.1 Any Seller that may perform services represents itself as qualified and able to perform them.

17.2 The Seller shall perform Services pursuant to a reasonable industry standard of care.

17.3 The Buyer will furnish materials, equipment and machinery only if and to the extent set forth in the Purchase Order.

17.4 The Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to the Buyer that the Seller, its employees or agents may damage, destroy or remove while performing or result from performing the Purchase Order.

18. Miscellaneous

18.1 The Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the Buyer's prior written consent.

18.3 No assignment shall relieve the Seller of any of its obligations in respect of the Purchase Order.

18.4 No modification, alteration or amendment to the terms of the Purchase Order shall be possible by the Seller unless agreed to in writing by the Buyer.

18.5 No right to waiver of any of the provisions of the Purchase Order shall be possible by the Seller unless agreed to in writing by the Buyer.

18.6 No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order by the Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege preclude any other exercise of any additional right, remedy, or privilege.

18.7 If any term or provision of the Purchase Order is found invalid, illegal or unenforceable in whole or in part in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or part thereof of the Purchase Order or invalidate or render unenforceable such term in any other jurisdiction.