TERMS & CONDITIONS v2627.2

1. Definitions

1.1. “Company” means Wurlin Ltd. T/A UmbrellaWorkshop, and the BagWorkshop.

1.2. “Purchaser” or “Client” means the person or organisation that buys or agrees to buy Goods or Services from the Company.

1.3. “Supplier” means any supplier or third party the Company may work with or use the services of, including but not limited to couriers, wholesalers, manufacturers, and factories.

1.4. “Goods” and “Services” means any items or services supplied by Wurlin Ltd.

1.5. “Purchase Order” means any formal quotation or approved sales order issued by the Company or agreed with the Client.

1.6. “Specification” means the description of Goods or Services as set out in the approved Purchase Order and any E-Visuals (Proof Artwork), drawings, mock-ups, samples, or design visuals supplied to the Purchaser by the Company, including appearance, materials, functions, performance criteria, artwork, logos, colours, quantities, and delivery requirements.

1.7. “Contract” means any agreement between the Company and the Purchaser for the supply of Goods or Services, incorporating these Terms and Conditions and any agreed special terms.

1.8. “Working Day” means a day other than Saturday, Sunday, or a public holiday in England.

1.9. “E-Visual (Proof Artwork)” means a digital visual, mock-up, or artwork representation supplied by the Company to the Purchaser for approval prior to production, showing logo placement, sizing, layout, and general product representation.

1.10. “Bespoke Goods” means Goods manufactured, printed, embroidered, or otherwise customised to the Purchaser’s Specification, including but not limited to custom-branded umbrellas, bags, and promotional merchandise.

1.11. “Pre-Production Sample” means a sample of the Goods provided by the Company for the Purchaser’s approval prior to full production, demonstrating compliance with the Specification.

2. Application & Ruling Conditions

2.1. The Company trades exclusively on a business-to-business basis; consumer legislation does not apply.

2.2. These Terms and Conditions apply to all Contracts and exclude any terms proposed by the Purchaser. These conditions cannot be varied, suspended or added to except with the prior written consent of the Company.

2.3. No variation is binding unless agreed in writing by the Company.

2.4. Commencement of work, acceptance of a Purchase Order, or delivery does not constitute acceptance of Purchaser terms.

2.5. In the event of any inconsistency or conflict between documents, the order of precedence shall be as follows: (i) any special terms expressly agreed in writing between the parties; (ii) the approved E-Visual (Proof Artwork), Purchase Order, and any approved Pre-Production Samples; (iii) these Terms and Conditions.

3. Supplier Relationships & Third-Party Terms

3.1. These Terms govern all dealings between the Company and any Supplier or third-party partner.

3.2. No terms or conditions proposed by a Supplier or third party shall apply to the Company unless expressly accepted in writing by an authorised representative of the Company.

3.3. Any Supplier or third-party terms that conflict with these Terms are expressly excluded, whether or not the Company has signed or agreed to them.

3.4. The Company shall not be bound by any obligations, fees, or commitments contained in Supplier or third-party documents that have not been formally approved in writing.

4. Contracts

4.1. Each accepted order constitutes a separate Contract. If there shall at any time be more than one Contract in the course of performance between the Company and the Purchaser, any question, dispute or difficulty which may arise in respect of one such Contract shall not affect in any way the performance of the other such Contracts, nor shall the Purchaser be entitled to exercise any right of set-off or counterclaim arising under any other Contract.

4.2. If, subsequent to any Contract of sale which is subject to these conditions, a Contract of sale is made with the same Purchaser without express reference to any conditions, such Contract shall be deemed to be subject to these Conditions.

5. Price

5.1. The prices for Goods or Services shall be those specified in the Company's quotation, Purchase Order, or at the date of despatch or provision, unless otherwise agreed in writing.

5.2. Any quotation issued by the Company is valid for 30 calendar days from the date of issue. After this period, the Company reserves the right to amend the prices without notice.

5.3. Unless otherwise stated, all prices exclude carriage and/or postage and VAT, duties, and other applicable taxes, which shall be payable by the Purchaser in addition to the Contract price.

5.4. The Purchaser is responsible for the payment of all costs relating to the delivery, packaging, and other applicable taxes and levies in relation to the Goods.

5.5. Any additional cost incurred with production of samples and/or the preparations of dies, blocks, screens, engraving templates and jacquard will be priced separately and quoted accordingly by the Company to the Purchaser prior to acceptance by the Company of the Purchaser's order. Any such items will remain the property of the Company. In some circumstances a small-order charge may be applicable. This will be identified separately on the quotation.

5.6. The Company reserves the right to adjust prices to reflect: (a) any alterations made by the Purchaser to the Specifications, provided such alterations are accepted in writing; and (b) any increase or decrease in labour, materials, freight, exchange rates, or other costs occurring after the date of the quotation or, where no quotation has been issued, the date of the Purchaser's Order. Any such adjustment shall be reflected in the invoice, which shall be payable as if it were the original Contract price.

6. Payment & Debt Recovery

6.1. Unless credit terms have been expressly agreed by the Company under clause 6.2, the Company's standard payment terms are 50% of the Contract price payable as a deposit on acceptance of the order, with the remaining 50% payable in full in cleared funds prior to despatch or delivery of the Goods or, where the Contract is for Services, prior to completion or release of the relevant Services or deliverables. Production and sampling will not commence until the deposit has been received in cleared funds, and the Company shall not be obliged to despatch, deliver or release any Goods, Services or deliverables until the remaining balance has been received in cleared funds. Deposits are non-refundable unless: (a) the Company is unable to fulfil the order due to reasons within its reasonable control and not caused by the Purchaser; or (b) expressly agreed otherwise in writing. Production schedules and delivery lead times will run from the date the required deposit and any information or approvals necessary to commence the order have been received.

6.2. The Company may, at its discretion and where it considers commercially appropriate, offer the Purchaser credit terms. Any credit terms are subject to the Company's credit approval, may be subject to a credit limit, and shall apply only where expressly confirmed in writing by the Company. Where credit terms have been agreed, invoices must be paid strictly in accordance with those terms. The granting of credit on one or more occasions does not create any continuing entitlement to credit. The Company may reduce, suspend or withdraw credit terms for future orders at any time, including where invoices are paid late or the Purchaser's creditworthiness materially changes. Any such change shall not alter the due date of an invoice already issued unless otherwise agreed in writing.

6.3. Payment may not be withheld or set off against any disputed amount. Disputes must be notified in writing within 7 Working Days of invoice receipt. The Purchaser shall pay the undisputed portion in accordance with the agreed payment terms.

6.4. In the event of non-payment by the due date, the Company may:

(a) charge interest on the overdue amount at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment in full;

(b) recover a fixed sum for late commercial payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, based on the amount of the debt:

Up to £999.99 – £40 (ex VAT)

£1,000 to £9,999.99 – £70 (ex VAT)

£10,000 or more – £100 (ex VAT)

(c) recover additional reasonable costs incurred in recovering the debt, including solicitors' or collection agency fees; and

(d) suspend or cancel any Contract, including ongoing deliveries or services, until payment is made in full.

6.5. Where payment is made by credit card or bank debit card, a 3% charge is levied in respect to payment processing charges applied by our payment processor.

6.6. The Purchaser shall not be entitled to withhold payment of any amount payable under the Contract (or any other contract between the parties) because of a disputed claim of the Purchaser in respect of faulty Goods or any other breach of contract, nor shall the Purchaser be entitled to set-off against any amount payable under the Contract to the Company any monies which are or are purported to be payable by the Company.

6.7. If any amount of the invoice is disputed by the Purchaser, the Purchaser shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms.

7. Delivery, Shipping & Risk

7.1. Delivery will be deemed to have taken place at the moment when the goods pass out of the possession or control of the Company. Risk in the Goods passes to the Purchaser at this point. The Company is not responsible for any loss, damage, delay, or failure to deliver caused by the courier, carrier, or any other events beyond its reasonable control.

7.1.1. Where the Company arranges delivery on behalf of the Purchaser, the Company shall use reasonable endeavours to assist the Purchaser in making a claim against the carrier in respect of any loss or damage in transit.

7.2. Artwork for bespoke items must be supplied in accordance with the proposed schedule, (unless otherwise specified within 7 Working Days), failure to do so could affect requested delivery date on purchase order. Delivery requirements of goods begin at point of approval for such items.

7.3. Delivery and completion dates are given in good faith but shall not be binding upon the Company as a term of the Contract or otherwise and shall not be of the essence of the Contract. No liability will be accepted for any losses, costs, damages, or expense suffered by the Purchaser as a result of failure to meet such dates.

7.4. The Company shall be entitled to deliver the goods at any time on or before the specified date unless otherwise specified by the Purchaser. The Company may at its discretion deliver part or in whole the consignment before the specified date.

7.5. In the event that a delivery date is quoted to the Purchaser in writing but delivery is not made within six months after such date the Purchaser may by notice in writing cancel the Order without liability to the Company for breach of Contract or otherwise for such failure to make or delay in delivery.

7.6. The Company shall not in any event be liable for any special, consequential or indirect loss or damage (including but without limitation, any loss of or in respect of profit, wages or overheads) suffered by the Purchaser as a result of any delay in or failure of delivery.

7.7. All claims for non-delivery of any consignment shall be made in writing to the Company and any carrier engaged by the Company within five (5) Working Days after the date of despatch shown on the Company's invoice.

7.8. All claims for short delivery, quality issues, or damage shall be made in writing to the Company within five (5) Working Days from delivery of the consignment in question. The Company shall be given an adequate opportunity to examine the goods returned.

8. Passing Of Risk & Retention of Title

8.1. Goods supplied to the Purchaser will remain the property of the Company until such time as the Purchaser has paid to the Company the agreed price in full and cleared funds for all the goods under the Contract and any other contract between the parties. Until title to the goods passes to the Purchaser:

8.2. The Purchaser acknowledges possession of the Goods solely as a bailee of the Company until such time as the full price thereof is paid in full and cleared funds to the Company.

8.3. The Purchaser will protect, store and identify the goods by reasonable means so that they can be recognised as the property of the Company.

8.4. The Purchaser's right to possession of the Goods ceases immediately upon a repudiatory breach. For the purposes of this clause, a repudiatory breach includes, but is not limited to: (a) failure to pay any amount due on the due date; (b) selling, disposing of, or using the Goods in a manner inconsistent with the Company's ownership; (c) entering into insolvency, administration, or similar proceedings; (d) failing to comply with any material term of the Contract that goes to the root of the agreement.

8.5. Where the Purchaser is in breach, and provided the goods are still in existence and have not been resold, the Company may (a) by notice to the Purchaser require redelivery to it of the goods; and/or (b) with or without previous notice, retake possession of the goods and sell the goods. For the purpose of this clause the Purchaser irrevocably authorises the Company's representatives to enter the premises on which the goods are situated and remove the goods at the Purchaser's expense.

9. Force Majeure

9.1. The Company shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in supplying, obtaining or delivering the Goods by normal route or means of

delivery through any circumstances beyond its reasonable control, including but not limited to strikes, lockouts, accidents, war, fire, pandemic, epidemic, government action, restrictions on trade or imports, reduction in or unavailability of power at manufacturing plant, breakdown of plant machinery, transport disruption, or shortage or unavailability of labour and raw materials from normal source of supply, and the Company shall not be responsible to the Purchaser for any resulting loss or damage.

9.2. If the performance of the Contract by the Company shall be prevented by any circumstances of force majeure, the Company shall have the right to be discharged from further performance of and liability under the contract price less a reasonable allowance for such part of the Contract that has not been performed by the Company.

9.3. Where a force majeure event prevents fulfilment of the Contract, any deposit paid shall be applied to Goods delivered or Services performed up to the date of the event. Any surplus deposit, less reasonable costs already incurred by the Company, shall be refunded within 30 Working Days of the Company giving notice under this clause.

10. Samples

10.1. All samples are supplied upon approval and are on a loan basis whereby we require their return unless otherwise agreed. Any samples shall be returned within 30 calendar days of their despatch by the Company. Return postage or carriage costs are the responsibility of the Purchaser. Samples not returned within this period shall be deemed to have been sold to the Purchaser on the 31st day after despatch and shall be invoiced.

10.2. Products shown in the Company's catalogue or any similar literature bearing the name or logo of an identifiable company, firm or organisation is not a representation that the Company has supplied such goods. The illustrations are intended to illustrate the effect obtainable by marking with the name and logos and for no other purpose.

11. Pre-Production Samples

11.1. Pre-Production Samples may be supplied upon request and are intended to test product design/features, construction, materials, processes, and colour representation. These are manufactured as piece work using small batches of material and components. There may be variations in construction, components and material (colour, quality, and composition) from full production runs.

11.2. One Pre-Production Sample is included unless otherwise stated.

11.3. Additional Pre-Production Samples or revisions requested due to Purchaser changes, non-approval, or colour verification are chargeable and may extend lead times.

11.4. Bulk production will not commence until the Purchaser approves the final Pre-Production Sample in writing and accepts any revised pricing or lead times.

11.5. Once a Pre-Production Sample is approved in writing, the Company shall not be liable for any variance between the approved sample and the final Goods within accepted manufacturing tolerances.

12. Production Quantities

12.1. All Orders are subject to the supply of 10% under or over the actual quantity ordered. Whilst the Company will endeavour to minimise the possibility and quantity of over and under runs, where they have occurred, invoice totals will be adjusted to reflect the aforementioned under or over run as applicable.

13. Specifications, E-Visuals, Colour, Inspection, Warranty & Defects

Specifications

13.1. All goods are sold subject to their specifications. The Company reserves the right to alter the specifications. No warranty shall apply unless the Purchaser complies strictly with the instructions contained therein.

13.2. It is incumbent upon the Purchaser to supply the Company with full and precise instructions. In the event of an order being inadequately specified the Company's artistic interpretation shall be accepted without demur.

E-Visuals (Proof Artwork)

13.3. An E-Visual (Proof Artwork) is supplied for review and approval prior to production and is always provided unless expressly agreed otherwise in writing. The E-Visual is confirm logo placement, sizing, layout and general product representation only.

13.4. On-screen colours are indicative only. Due to differences in monitor, device, lighting, and rendering settings, colours displayed on an E-Visual shall not be regarded as exact or binding.

13.5. The Purchaser is solely responsible for checking and approving all aspects of the E-Visual, including spelling, artwork, dimensions, positioning, orientation, and overall suitability for use.

13.6. The Company shall at the request of the Purchaser at the time an order is placed, on completion of Proof Artwork provide a copy to the Purchaser for approval. In such event the Company shall not proceed with the Contract until

authorised by the Purchaser. Production will not commence until written approval of the E-Visual is received. Approval constitutes acceptance of the Specification.

13.7. If the Purchaser fails to approve or reject the E-Visual within 5 Working Days of receipt (or such other period as may be agreed in writing), the E-Visual shall be deemed approved and the Company may proceed with production on that basis.

13.8. Once approved, the Company shall not be liable for any errors, omissions, or discrepancies that were present in the approved E-Visual. In the event that the Purchaser fails or refuses to authorise confirmation of the Contract the cost of the Proof Artwork shall be for the account of the Purchaser.

Colour Accuracy & Variations

13.9. Colours shown in E-Visuals, Proof Artwork, or Pre-Production Samples are indicative only. Exact colour matching across materials, substrates, or production processes cannot be guaranteed.

13.10. Where exact colour matching or material appearance is critical, the Purchaser must request a labdip for colour confirmation and a Pre-Production Sample. Failure to do so constitutes acceptance that colour and appearance variations may occur.

13.11. Pantone (PMS) references are indicative only.

Client-Supplied Items

13.12. Where the Purchaser supplies products or printing the Purchaser agrees to supply sufficient products to allow for the wastage inherent in the printing process and acknowledges that up to 2.5% wastage may occur at each printing phase. The Company shall use its best endeavours to minimise such wastage but shall have no responsibility for the replacement or cost of products damaged during the printing process subject to the limits stated above.

13.13. Client-supplied items are accepted only by prior written agreement and are subject to a stocking charge. The Company is not liable for defects or incompatibilities in client-supplied items unless caused by gross negligence or wilful misconduct.

13.14. Client-supplied items must meet acceptable quality standards and be delivered freight paid. The Company reserves the right to refuse unsuitable goods.

Inspection & Acceptance

13.15. Goods must be inspected promptly on delivery. Non-conformity must be notified in writing within 5 Working Days of delivery, or 10 Working Days for latent defects. Failure to notify within the relevant period constitutes acceptance.

Warranty & Remedies

13.16. All recommendations made and materials supplied by the Company must be tested and approved by the Purchaser prior to use. Subject to the above the Company guarantees that in the event that the goods are defective and failing to comply with the specifications as defined above and which render the goods to be unusable by the Purchaser, the Company will replace the same (or part thereof) free of charge if the Purchaser notifies the Company of the claim within 28 calendar days of delivery. The Company's liability is limited solely to the replacement value of the defective goods and in no event shall the Company be liable for loss of profit, indirect damage, or for consequential or special loss or damage.

14. Product Tolerances

14.1. Dimensions and specifications supplied by the Company are by way of general description and not binding in any way.

14.2. Unless separately agreed on the Order Confirmation, the Company will work within manufacturing tolerances to supplied dimensions and descriptions: ±3% for dimensions and weight; fabric shrinkage up to 5%.

14.3. The Company reserves the right to make changes to any specified dimension and product description at any stage.

Fabric Colour Tolerance

14.4. The Company quality controls all of the fabric we manufacture for structural defects and extreme colour variations. We do however accept that fabric is dyed in batches to guide colours. Therefore there may be very slight tone and hue differences between batches of fabric.

14.5. Where we are supplying fabrics and print to a specific Pantone colour, the Purchaser accepts that colour is subjective and the colour match to Pantone will be to the discretion of the Company.

Fault Tolerances

14.6. During the manufacturing process of fabrics, faults are inevitable. Minor faults such as knobs, oil-spots, thread breakage, thick and thin places, slubs, jutting threads which are not longer than 5–10 cm are marked and thus are no reason for complaint.

14.7. Unless expressly agreed otherwise in writing, the Goods shall be subject to the reasonable manufacturing tolerances and quality variations generally accepted within the UK textile, print, and promotional merchandise industries at the time of manufacture.

15. Liability & Exclusions

15.1. Nothing in these Terms excludes or limits the Company's liability for death or personal injury resulting from the Company's negligence, or for fraud or fraudulent misrepresentation.

15.2. The Purchaser will determine the suitability of the goods for its intended use and will not rely upon any representations made by or on behalf of the Company.

15.3. The Company will not be liable for any consequential or indirect loss or damage suffered by the Purchaser (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever, whether this loss or damage arises from a breach of duty, in Contract or in Tort or in any other way (including loss or damage arising from the Company's negligence).

15.4. Subject to clause 15.1, the Company's total aggregate liability under or in connection with any Contract shall not exceed the greater of: (a) 125% of the value of the relevant order; or (b) £50,000 (or US$60,000 for US- based Purchasers); in each case subject to a maximum aggregate liability of £250,000 (or US$300,000) in any 12- month period.

15.5. Except as set out in these conditions all warranties and conditions, whether express or implied, statutory or otherwise (including conformity with description, sample, fitness for purpose or satisfactory quality) are excluded to the fullest extent permitted by law.

16. Cancellation

16.1. Once a Contract exists between the Purchaser and the Company the same cannot be cancelled by the Purchaser except with the Company's consent and on terms which will indemnify the Company against all loss including, without exception, loss of profits.

16.2. Without limiting the generality of clause 16.1, cancellation charges shall be as follows unless otherwise agreed in writing:

(a) Cancellation before production has commenced: forfeiture of deposit.

(b) Cancellation after production has commenced: deposit plus all costs incurred to date plus 25% of the remaining order value.

(c) Cancellation after production is complete: 100% of the order value.

16.3. Bespoke Goods are non-returnable and non-refundable once production has commenced. The Purchaser acknowledges that Bespoke Goods are manufactured to individual Specification and cannot be resold by the Company.

16.4. If there is an appointed Receiver or Administrator of the Purchaser's property or assets or any part of them, or a court order is made or a resolution passed for the winding up of the Purchaser (except for the purpose of amalgamation or reconstruction) or if the Purchaser commits any act of bankruptcy, or any bankruptcy petition is presented against the Purchaser, the Company may by notice in writing to the Purchaser cancel all Orders and Contracts between the Company and the Purchaser or any part of them remaining unfulfilled.

17. Tooling & Screens

17.1. All tooling, dies, screens, engraving templates, jacquard programmes, and similar production items created or acquired by the Company in the course of fulfilling a Contract remain the property of the Company.

17.2. The Company may dispose of tooling after 12 months of inactivity. The Company will give the Purchaser not less than 30 calendar days' written notice before disposal, during which time the Purchaser may request that the tooling be retained (subject to a reasonable storage charge) or returned at the Purchaser's expense.

18. Intellectual Property

18.1. **Purchaser IP Warranty.** The Purchaser warrants that it owns, or has obtained all necessary rights, licences, permissions and consents to use and reproduce all artwork, logos, trade marks, designs, specifications and other materials supplied by or on behalf of the Purchaser (Client Materials), and to authorise the Company to use them for the purposes of performing the Contract. The Purchaser shall indemnify the Company against reasonable losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising from any third-party claim that the Company's authorised use of Client Materials in accordance with the Purchaser's instructions infringes that third party's intellectual property rights, except to the extent caused by the Company's use or modification of the Client Materials outside the Purchaser's instructions or the scope of the Contract.

18.2. **Ownership of Client Materials.** All Client Materials remain the property of the Purchaser or its applicable licensors. Nothing in these Terms transfers ownership of the Client Materials to the Company.

18.3. **Limited Licence.** The Purchaser grants the Company a limited, non-exclusive, royalty-free licence to use, reproduce and, where reasonably necessary, adapt the Client Materials solely for preparing quotations, proofs and samples and for manufacturing, quality controlling, packaging, delivering and otherwise fulfilling the Contract. The Company may sub-license those rights to its Suppliers only to the extent reasonably necessary to perform the Contract.

18.4. All intellectual property created independently by the Company in the course of fulfilling a Contract, including original designs, artwork, patterns and technical drawings, shall remain the property of the Company unless expressly assigned in writing.

18.5. The Company grants the Purchaser a non-exclusive, non-transferable licence to use Company-created designs solely in connection with the Goods supplied under the relevant Contract. This licence does not extend to reproduction, modification, or use of such designs with another manufacturer or supplier without prior written consent.

19. Taxes, Duties & Incoterms

19.1. Prices exclude VAT, sales taxes, import duties, and any other applicable taxes unless expressly stated.

19.2. Default delivery terms are EXW Frome, UK (Incoterms 2020), unless otherwise agreed in writing on the Purchase Order.

20. Data Protection & Compliance

20.1. Each party shall comply with its obligations under applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in respect of any personal data processed in connection with the Contract.

20.2. Where the Company processes personal data on behalf of the Purchaser in connection with a Contract, the parties shall enter into a separate data processing agreement where required by applicable law.

20.3. Each party warrants compliance with all applicable anti-bribery, anti-corruption, sanctions, and modern slavery legislation in connection with the Contract.

21. Publicity, Confidentiality & Subcontracting

21.1. **Publicity.** The Company shall not use the Purchaser's confidential or unreleased designs, trade marks, Client Materials or finished Goods for advertising, social media, case studies, exhibitions, portfolio purposes or other promotional activity without the Purchaser's prior written consent. Following public release of the relevant Goods or campaign, the Company may request such consent. The Purchaser's approval of an E-Visual, sample or Order does not constitute consent to publicity.

21.2. **Confidential Information.** Each party shall keep confidential all information obtained from the other party which is identified as confidential or which, by its nature or the circumstances of disclosure, would reasonably be understood to be confidential (Confidential Information). Client Materials and unreleased designs, products, campaigns and specifications shall be treated as Confidential Information.

21.3. **Permitted Use.** The Company shall use the Purchaser's Confidential Information solely for the purpose of preparing quotations, samples and proofs and performing the Contract, and shall not use it for any unrelated commercial purpose.

21.4. **Permitted Disclosure.** The Company may disclose Client Materials and Confidential Information to its employees, manufacturers, Suppliers, contractors, logistics providers and professional advisers only on a need-to-know basis and only to the extent reasonably necessary to perform the Contract. The Company shall require manufacturers, Suppliers and subcontractors receiving confidential Client Materials to be subject to confidentiality obligations materially consistent with this clause.

21.5. **Unreleased and Embargoed Designs.** Where the Purchaser informs the Company that a design, product, campaign or project has not yet been publicly released, the Company shall not knowingly publish, display, promote or otherwise make the relevant Client Materials or finished Goods publicly available before the Purchaser's notified launch or release date.

21.6. **Protection.** Each party shall take reasonable technical and organisational measures to protect the other party's Confidential Information against unauthorised access, use, copying or disclosure.

21.7. **Exceptions.** The confidentiality obligations do not apply to information which the receiving party can demonstrate: (a) is or becomes publicly available other than through breach of these Terms; (b) was lawfully known before disclosure; (c) is lawfully received from a third party without an obligation of confidentiality; (d) is independently developed without reference to the Confidential Information; or (e) must be disclosed by law, regulation, court order or a competent authority. Where legally permitted, the receiving party shall give reasonable prior notice of a compelled disclosure.

21.8. **Return and Deletion.** On reasonable written request following completion or termination of the Contract, the Company shall cease using and, where reasonably practicable, return or securely delete confidential Client Materials, except for copies required for legal, regulatory, insurance, accounting, quality-control or legitimate record-keeping purposes, or retained within routine secure backup systems. Any retained copies remain subject to this clause.

21.9. **Duration.** The confidentiality obligations in this clause continue for five years after completion of the relevant Contract. Where Confidential Information constitutes a trade secret, the obligation continues for so long as that information remains a trade secret under applicable law.

21.10. **Separate Confidentiality Agreement.** Where the parties have entered into a separate non-disclosure or confidentiality agreement, that agreement shall continue to apply. In the event of a conflict concerning confidentiality, the provision providing the greater protection to the Confidential Information shall prevail.

21.11. **Subcontracting.** The Company may subcontract any part of the Contract whilst remaining responsible for performance and for imposing the confidentiality protections required by clause 21.4 on relevant subcontractors and Suppliers.

22. Entire Agreement

22.1. The parties acknowledge and agree that the Contract supersedes any prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitutes the entire agreement between the Company and the Client relating to these Services. Therefore, except as expressly provided, all other conditions and warranties (implied, statutory or otherwise) are hereby excluded to the fullest extent permitted by law.

22.2. Each party acknowledges that it has not relied upon any representation, warranty, or undertaking that is not set out in the Contract. Nothing in this clause shall limit liability for fraud or fraudulent misrepresentation.

23. Notices

23.1. Any notice given under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery, or sent by email to the address specified in the Purchase Order or as otherwise notified in writing.

23.2. A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by pre-paid first-class post or recorded delivery, at 9:00 am on the second Working Day after posting; (c) if sent by email, at the time of transmission, provided no delivery failure notification is received.

24. Governing Law & Dispute Resolution

24.1. All Contracts made between the Company and the Purchaser shall be construed with and governed in all respects by English Law and the Purchaser agrees to submit to the jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

24.2. Orders placed by Purchasers domiciled in the United States shall be governed by the laws of the State of New York, without regard to conflict of laws principles. The parties submit to the exclusive jurisdiction of the courts of New York.

24.3. Before commencing any court proceedings, the parties' senior representatives shall use reasonable endeavours to resolve the dispute within 14 Working Days of a written request to do so by either party.

25. General

25.1. No waiver of any right or remedy shall be effective unless given in writing. A waiver of any breach shall not constitute a waiver of any subsequent breach.

25.2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

25.3. The Purchaser may not assign, transfer, or subcontract any of its rights or obligations without the prior written consent of the Company. The Company may assign or transfer its rights and obligations in connection with a reorganisation, merger, or sale of the business.

25.4. No person who is not a party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Please refer to our Ethics Policy in regards to how we treat both clients and suppliers both fairly, ethically and for mutual benefit of all.