

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- a. "Company" means Quiet Revolution Limited, a company registered in England under Company Number 5405104, whose registered office is at Unit 23, B&C, Berghem Mews, Blythe Road, London W14 0HN.
- b. "Conditions" means these terms and conditions of purchase.
- c. "Goods" means the goods (if any) specified in the Order to be provided by the Supplier.
- d. "Order" means the purchase order, which comprises the purchase order form and these Conditions, issued by the Company to the Supplier for the supply of Goods and/or Services.
- e. "Supplier" means the person, firm or company who supplies the Goods or Services as specified in the Order.
- f. "Services" means the services (if any) specified in the Order to be provided by the Supplier.

2. ORDER

- a. The Conditions contained herein supersede and cancel all previous terms and conditions given either verbally or in writing in respect of the supply of the Goods and/or Services. No variations or alterations of these Conditions shall bind the Company in any way whatsoever unless they are specifically incorporated as part of these Conditions and duly signed by an authorized representative of the Company.
- b. Formal acceptance of the Order by the Supplier, whether written or oral, or provision of any Goods or Services by the Supplier shall constitute acceptance by the Supplier of these Conditions.

3. DELIVERY

- a. Unless otherwise agreed in writing, the Goods are to be delivered and/or the Services provided at the time and place specified in the Order and in any future instructions given by the Company.
- b. Time of delivery shall be of the essence of the Order. Failure by the Supplier to notify any likely delay shall entitle the Company to terminate without liability all or part of the Order. The Company shall also be entitled to compensation for any direct losses resulting from such failure and delay.
- c. The Supplier must ensure all Goods delivered are suitably packaged and marked in a proper manner and in accordance with any statutory requirements and any instructions from the Company or from the carriers. The Company shall not be obliged to return any packaging materials for any Goods whether or not they are accepted by the Company.
- d. The quantity, quality and description of the Goods shall be as instructed by the Company in the Order and in accordance with any specifications, drawings or other information relating to the Goods as disclosed by the Company to the Supplier at the time of the Order or at an earlier point.
- e. Prior to delivery of any Goods, the Supplier shall carry out adequate tests and inspections and shall provide the Company with appropriate test certificates. The Supplier shall allow the Company appropriate access to the premises at any time where the Goods, or any part thereof, are being developed, manufactured or stored in order that the Company may inspect, test or verify conformance of the Goods with any stated specifications and requirements. No such inspection or testing by the Company shall imply any acceptance of the Goods, or in any way release the Supplier of any of its obligations under these Conditions.

4. RISK AND TITLE

- a. The property and risk in any Goods shall pass to the Company at the time and place of delivery unless otherwise specifically agreed in writing. Where the Company makes any advance payment, property in any Goods purchased, or allocated by the Supplier, shall immediately vest in the Company, whilst risk in the same Goods shall pass to the Company on delivery.
- b. In the event of loss or damage to the Goods while in the course of delivery, the Supplier shall, at its own expense, promptly repair or replace such lost or damaged Goods.

5. PRICE AND PAYMENT TERMS

- a. The price of the Goods and/or Services shall be as described in the Order, and the price shall be exclusive of VAT, but inclusive of all other taxes, charges and expenses, including packaging, shipping, carriage, insurance, testing and delivery of the Goods to the delivery address and any duties, imposts or levies.
- b. Payment for any Goods delivered and/or Services provided shall be made, unless otherwise agreed, by the Company to the Supplier at the end of the month following that in which the related invoice is issued by the Supplier.
- c. The Company shall not be obliged to pay and/or consider any invoice that does not quote a valid Order reference number or is received more than 90 days after the Goods have been delivered and/or the Services provided.

6. VARIATIONS

- a. The Company may at any time make changes in writing to the Order, including but not limited to changes in requirements, specifications, method of shipment, packaging, quantities or time or place of delivery or of provision.
- b. If any such change results in an increase in cost of or time required for completion of the Order, an equitable adjustment shall be made, which must be first approved by the Company in writing.

7. WARRANTY AND REMEDIES

- a. The Supplier warrants that the Services will be provided with reasonable skill and care to the appropriate professional standards and to the satisfaction of the Company, and that all Goods, or parts thereof, shall be of satisfactory quality and free from defects in provision, design, materials and workmanship. All Goods ordered shall be the satisfactory quality and description of any agreed sample and shall conform to any applicable British or international standards, comply with any statutory or regulatory requirements and shall be fit for any such purpose as shall be made known by the Company to the Supplier.
- b. If within 12 months from the date of delivery of the Goods or provision of the Services any defect arises, without prejudice to any further or other rights the Company may have, the Company shall notify the Supplier in writing and the Supplier shall immediately repair or replace the Goods or re-perform the Services so as to remedy the defect without cost or inconvenience to the Company.
- c. The Supplier shall comply with and shall ensure that all Goods and/or Services, including the design, manufacture, provision and/or delivery thereof, complies with all relevant statutes, regulations and other legal requirements, including those relevant to health, safety and welfare. The Supplier shall provide the Company with adequate information and instructions as to use the Goods in a safe manner.

8. LIABILITY AND INDEMNIFICATION

- a. The Supplier shall defend, indemnify and keep indemnified the Company against all claims, proceedings, costs, losses or damages of whatever nature, including interference in business supply or production, caused by or arising out of any defect in the Goods and/or Services or the negligent or wrongful act or omission of the Supplier.
- b. The Supplier warrants that the sale, provision or use of the Goods supplied and the use of the results of the Services will not infringe any patent, registered design, industrial design, design rights, service mark, trade mark, trade name or any copyright or other protected right. Any claims for infringement shall be notified to the Supplier who shall deal with them at its own expense, but with the reasonable assistance where necessary of the Company. The Supplier shall indemnify the Company from and against all judgments, orders, damages, costs, losses and expenses arising from any alleged or actual infringement.

9. INTELLECTUAL PROPERTY

- a. Any intellectual property rights, which are owned by either party at the date of the Order, shall remain the property of such party and nothing in these Conditions shall affect such ownership.
- b. The ownership of copyright, patent, design rights or any other intellectual property rights in any plans, drawings, specifications, photographs, models, designs, reports and/or statistics or any other work produced pursuant to or in connection with this Order shall belong to the Company, and the Supplier agrees to waive any moral right it may have in such work upon creation. When such work is commissioned by the Supplier from a third party, the Supplier will make it a term of its contract with the third party that all moral rights in such work are waived and that copyright and all other intellectual property rights in such work vest in the Supplier. In every case, the Supplier will, if requested by the Company, execute or otherwise arrange for the formal assignment of intellectual property rights, to the Company.
- c. Any know-how, specification or any other information of any nature disclosed to the Supplier as a result of this Order shall remain the property of the Company and shall not be disclosed by the Supplier at any time before or after completion of the Order without the Company's prior written consent.
- d. All plans, drawings, specifications, photographs, models, designs, reports and/or statistics produced in connection with this Order are confidential and shall not be disclosed to any third party without the Company's prior written consent and the Supplier shall ensure that its employees, agents and contractors, if any, comply with this provision.

10. TERMINATION

- a. The Company may at any time terminate an Order, or any part of it, upon giving a two weeks written notice, without compensation to the Supplier if any of the following events occur:
 - the Supplier commits a breach of any of these Conditions and fails to remedy such breach within the notice period;
 - the Supplier becomes insolvent, bankrupt, or is unable to pay debts as they fall due.
- b. The termination of any Order, howsoever arising, shall not prejudice or affect any right of action or remedy of the Company which shall have accrued or shall accrue after termination. Any provision which are expressly or impliedly intended to be enforceable after termination (including

without limitation clauses 5, 7, 8, 9 and 12) shall continue to be enforceable.

11. GENERAL

- a. The Supplier shall not sub-contract or assign any aspect of the performance of any Order without the Company's prior written approval.
- b. Failure by the Company to enforce all of these Conditions shall not be construed as a waiver of such rights.
- c. Any notice required to be given by one party to the other shall be in writing, addressed and posted first class to the relevant party's registered office or principal place of business and shall be effective on the third day of posting.
- d. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- e. The Contracts (Right of Third Parties) Act 1999 shall not apply to these Conditions.
- f. These Conditions shall be governed by the laws of England and Wales.