

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These terms and conditions ("**Terms**") apply to the purchase of Products and Services from **Formula Space Limited**, a private limited company incorporated or registered in England and Wales with company number 13603571 whose registered office is at Synergy House, Canterbury Business Park, Partridge Drive, Bridge, Canterbury, Kent CT4 5DR, trading as Formula Space and Signmark.

References in these Terms to "**the Company**", "**we**", "**us**", or "**our**" are to whichever of the above companies you are purchasing Products and/or Services from under an Order. These Terms together with all Orders and other documents referred to herein are referenced as "**this agreement**".

1. Definitions and Interpretation

1.1. In these Terms:

"**Apparent Defects**" means a defect which would be possible to be seen from the naked eye upon inspection;

"**Customer**", "**you**" or "**your**" means the person, firm or other legal entity that purchases the Products and/or Services from the Company subject to these Terms;

"**Deliverables**" means all products, materials, items, documents, designs, drawings, specifications, reports, data, and other work or materials (in any form or medium) developed specifically for the Customer, to be supplied or provided by the Company to the Customer under an Order as part of the provision of the Services;

"**Deposit**" means the deposit amount payable to the Company under an Order, as specified in a Quote or as otherwise specified by Company;

"**Force Majeure Event**" has the meaning set out at clause 13;

"**Order**" means the final written document(s) between the Company and you for the sale and purchase of Products and/or Services, being either: (a) your acceptance of a Quote in accordance with clause 2.3; or (b) a Purchase Order issued by you and accepted by us in accordance with clause 2.3;

"**Party**" and "**Parties**" means the Company and/or Customer (as applicable);

"**Products**" means the goods (or any part of them) which you order from us;

"**Purchase Order**" means the Customer's written request for the purchase of Products and/or Services, either by way of issuing to the Company a purchase order form, submitting an order via the Website, or placing an order using any other method expressly approved by the Company in writing.

"**Quote**" means the document we issue to you setting out our quotation for provision to you of specified Products and/or Services;

"**Services**" the services (or any part of them) which you order from us, as detailed in an Order.

"**Website**" means the Company's non-public customer portal as made available to the Customer;

"**Working Day**" means any day excluding Saturdays, Sundays and bank and public holidays in England and Wales.

1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 1.4. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5. A reference to **writing** or **written** includes emails but not fax.

2. The Order

- 2.1. In response to an enquiry from you for Products or Services we may provide you with a Quote, which shall be valid for 14 (fourteen) calendar days from the date of issue and after which the Quote will automatically lapse unless we agree a longer period in writing. We may withdraw, cancel and/or amend a Quote on written notice to you at any time prior to its acceptance or expiry. Any Quote issued by us constitutes an offer for you to purchase Products and/or Services in accordance with these Terms.
- 2.2. Any Quotes provided by us and any Purchase Orders issued by you are not legally binding upon either Party until an Order is formed in accordance with this clause 2. Any Purchase Order issued by you constitutes an offer by you to purchase Products and/or Services in accordance with these Terms.
- 2.3 An Order shall come into existence and become legally binding on the Parties only when you pay to the Company the Deposit (where this is required as part of the Order) and:
- 2.3.1. you provide written acceptance of a Quote before it expires or you issue a Purchase Order in respect of that Quote; or
- 2.3.2. the Company provides to you written acceptance of your Purchase Order or materially acts in a manner which is consistent with fulfilling that Order.
- 2.4. We may refuse to accept a Purchase Order for any reason at our sole discretion.
- 2.5. If you wish to modify any of the Products or Services following commencement of an Order, such modification can only take place if the Parties are able to agree in writing any adjustment to the Products and/or Services and the price payable to the Company as a result of such modification. Any such modification shall also be subject to clause 21.
- 2.6. These Terms apply to each Order to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.7. You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any document of yours that is inconsistent with these Terms.

3. Prices and Payment

- 3.1. The prices of the Products and Services will be as set out in any Quote we may give you or on the Website.
- 3.2. We reserve the right to reasonably increase the price of the Products or Services by giving written notice to you at any time up to the date of delivery in the case of Products or at any time in the case of Services to reflect any increase in the cost of the Products and Services which is due to:
- 3.2.1. any factor beyond our reasonable control (including without limitation foreign exchange fluctuation, increases in taxes and duties or increases in labour, materials and other manufacturing costs);
- 3.2.2. any request by you to change the delivery date(s), quantities, scope, requirements or types of Products and/or Services ordered; or
- 3.2.3. any delay, disruption or additional expense arising from any act or omission by you, your agents, or any third party acting on your behalf, including any failure to provide adequate, accurate or timely information or instructions.

- 3.3. We will take all reasonable care to ensure that the prices of Products and Services set out on our Website are correct. However, it is always possible that, despite our reasonable efforts, some of the Products and Services on our Website may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- 3.3.1. where the Product's or Services' correct price is less than the price stated in our Website, we will make sure you are charged the lower price; and
 - 3.3.2. subject to clause 3.4, if the Product's or Services' correct price is higher than the price stated on our Website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product and/or Services at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details we have for you or you do not confirm in writing you wish to proceed within 14 days of us contacting you, we will treat the Order as cancelled and notify you in writing.
- 3.4. The provisions contained in clause 3.3.2 shall not affect our right to increase the price of the Products and Services under clause 3.2 and you shall have no right to cancel an Order as a result of a Product's and Services' price being increased in the circumstances outlined at clause 3.2.
- 3.5. The price of a Product does not include delivery charges, which will be added to the total amount due. Our delivery charges can be found on the Website or in our catalogue. A copy of our delivery charges is available upon request.
- 3.6. Payment for the Products and all applicable delivery charges must be made in advance of your Order being placed unless you have an account with the Company, in which case payment for the Products and all applicable delivery charges must be made in accordance with the payment terms we have agreed with you.
- 3.7. You shall pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Products.
- 3.8. In the event of non-payment or default in payment by the Customer in accordance with agreed terms, the Company shall be entitled without prejudice to any other right or remedy to:
- 3.8.1 charge interest on any overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time, such interest to accrue on a daily basis from the due date until the date of actual payment, whether before or after judgment; and
 - 3.8.2 suspend the provision of any further Products and/or Services under the Order, or any other Order between the Company and the Customer, until all outstanding sums have been paid in full.
- 3.9. The Customer shall not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under these Terms at any time.

4. Our Products and Services

- 4.1. The Products and Services are described on the Website and in our advertising materials. However, any samples, drawings, descriptive matter or advertising which we produce and any descriptions or illustrations contained on the Website or in our advertising materials are produced for the sole purpose of giving you an approximate idea of the Products and Services described. They shall not form part of any Order and shall have no contractual force.
- 4.2. The packaging of the Products may vary from that shown on images on the Website and in our advertising materials. We reserve the right to make changes at any time to our Website, including any information relating to the Products, Services, specifications, pricing, or availability. Such changes may include, without limitation, alterations, removals, or updates to Products or Services displayed on the Website. The most up-to-date details will be set out on our Website. Any

changes will not affect the terms of any Order already entered into between you and us, unless otherwise agreed in writing.

- 4.3. All Products and Services shown on our Website and in our advertising materials are subject to availability. We reserve the right to cancel your order if the Product or Services you have ordered from us are not available.
- 4.4. Subject to clause 3.2, we will seek to adhere to any request by you to change the delivery date(s), quantities or types of Products ordered.
- 4.5. The Company will not be responsible or liable for any delay caused by your instructions or your failure to give us adequate or accurate instructions or information.
- 4.6. In providing the Services, we shall:
 - 4.6.1 perform the Services with reasonable care and skill;
 - 4.6.2 use appropriately qualified and experienced personnel to carry out the Services;
 - 4.6.3 not be liable for any delay or failure to perform the Services to the extent that such delay or failure is caused or contributed to by your act or omission, or that of your agents, contractors or representatives; and
 - 4.6.4 shall use reasonable endeavours to meet any agreed performance dates but these dates are estimates only. Time is not of the essence for the performance of any of our obligations.
- 4.7. You shall:
 - 4.7.1 promptly co-operate with us in all matters relating to the Services and Products and ensure that its other suppliers co-operate with us where reasonably necessary;
 - 4.7.2 provide your personnel, in a timely manner and at no charge, with access to your premises and other facilities as reasonably required by us for the performance of the Services;
 - 4.7.3 provide us, in a timely manner, with all documents, data, information and materials reasonably required by us to provide the Services and the Products, and ensure that they are accurate and complete;
 - 4.7.4 obtain and maintain all licences, consents and permissions that relate to your business and are necessary to enable us to provide the Services and Products; and
 - 4.7.5 comply with all applicable laws when performing this agreement.
- 4.8. Subject to your payment in full of all sums due under the Order, we shall provide the Deliverables to you in accordance with the Order. Save as agreed otherwise in writing in an Order:
 - 4.8.1. all intellectual property rights and title in and to the Services and Deliverables (excluding any Customer materials supplied by you) shall remain vested in us (or our licensors);
 - 4.8.2. we grant you a non-exclusive, non-transferable, royalty-free licence to use the Deliverables solely for your own internal business purposes and only to the extent necessary to enjoy the benefit of the Products and/or Services as set out and/or contemplated in the Order; and
 - 4.8.3 except as set out in this clause, you shall have no rights in or to the Deliverables or any associated intellectual property rights. You shall not copy, adapt, modify, or otherwise use the Deliverables except as expressly permitted by the applicable Order or with our prior written consent.
- 4.9. To the extent that the performance of our obligations under the applicable Order is prevented or delayed by your act or omission or any of your agents, consultants or other suppliers, we shall not be in breach of the applicable Order nor liable for any losses, damages or claims incurred by you as a result of our performance being prevented or delayed. Without prejudice to any other

right or remedy we may have, we shall be allowed an extension of time to perform our obligations equal to the delay and entitled to recover any losses, damages or claims, including additional costs, incurred as a result of delay.

- 4.10 You acknowledge and accept that any designs, drawings, or specifications provided by us are based on the information, data and requirements supplied by you. We shall not be liable for any loss or damage arising from any errors, omissions or inadequacies in such information, data or requirements, nor for any modifications made to the design after delivery unless made by us.
- 4.11 Where installation or maintenance requires interfacing or integration with any infrastructure, equipment, systems or services provided, installed, maintained or operated by a third party, our responsibility shall be limited to the work carried out by us and our subcontractors. We shall not be responsible for any defect, delay, failure or incompatibility arising from any acts or omissions of any third party not engaged by us.
- 4.12 We shall not be liable for any defects, damages, delays, failures or incompatibilities arising from the actions or omissions of third parties not engaged by us.
- 4.13 In respect of maintenance Services:
 - (a) where planned or preventive maintenance visits are agreed in an Order, we shall give you reasonable advance written notice of the date and time of each visit and shall use reasonable endeavours to carry out such visits at a time that minimises disruption to your operations. Response times for reactive or breakdown maintenance callouts shall be as specified in the Order or, where not specified, within a reasonable time having regard to the nature and urgency of the fault;
 - (b) where maintenance is required as a result of damage, vandalism, misuse, or circumstances that fall outside the agreed maintenance scope, we reserve the right to treat such work as an additional callout and charge for it separately at our then-current rates, which shall be confirmed to you in writing before we proceed; and
 - (c) where maintenance requires the replacement of parts or materials, we shall use reasonable endeavours to source appropriate parts promptly and shall notify you of the anticipated cost before proceeding. Unless expressly agreed otherwise in the Order, the cost of replacement parts and materials shall be payable by you in addition to any maintenance fees agreed in the Order.
- 4.14 Except as expressly stated in these Terms or otherwise agreed in writing, all warranties, conditions and other terms implied by law with respect to the Services are excluded to the fullest extent permitted by law.
- 4.15 Except to the extent expressly permitted by applicable law or expressly authorised by us in writing, you shall not, and shall procure that your employees, agents and contractors shall not:
 - (a) copy, reproduce, modify, adapt, translate, create derivative works from, distribute, sub-license, assign, transfer, sell, lease, rent, charge or otherwise make available to any third party any Deliverables, software, materials or other outputs provided by us;
 - (b) reverse engineer, decompile, disassemble or attempt to derive the source code, underlying ideas, algorithms, structure or organisation of any software, systems, Deliverables, Products or other materials supplied by us;
 - (c) remove, alter or obscure any copyright notices, trade marks, confidentiality markings or other proprietary notices contained in or affixed to any Deliverables, Products or materials supplied by us;
 - (d) access or use the Deliverables, Products or Services in order to build, support or assist in the development of any product or service which competes with our Products or Services;
 - (e) permit any third party to access, use or benefit from the Deliverables, Products or Services except as expressly permitted under the applicable Order; or

(f) use the Deliverables, Products or Services in any manner which is unlawful or which infringes the intellectual property rights or other rights of any third party.

5. Branding Products

5.1. If you ask us to brand Products for you:

- 5.1.1. you are responsible for making sure that any branding you submit to us is lawful, accurate and complete;
- 5.1.2. you will indemnify us against all liabilities, costs, expenses (including legal expenses), damages and losses incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's rights (including intellectual property rights) as a result of us branding the Products for you; and
- 5.2.3. you grant us a non-exclusive, worldwide, sublicensable, royalty-free licence to use your branding, trade marks, logos, and any related intellectual property rights solely for the purposes of branding the Products and fulfilling our obligations under the Order.

6. Warranty for the Products

6.1. Subject to clause 6.3 we warrant that on delivery, the Products shall:

- 6.1.1. conform in all material respects with their description;
- 6.1.2. be free from material defects in design, material and workmanship; and
- 6.1.3. be fit for any purpose specifically stated by us in writing to you prior to the Order.

6.2. Subject to clause 6.3, if:

- 6.2.1. you give us notice in writing within five (5) Working Days of discovery that some or all of the Products do not comply with any of the warranties set out in clause 6.1; and
- 6.2.2. we are given a reasonable opportunity of examining the Products; and
- 6.2.3. you (if we ask you to) return the Products to us at your cost,
then we will, at our option, repair or replace the defective Products or refund the price of the defective Products in full, in our absolute discretion.

6.3. The warranty in clause 6.1 does not apply to any defect in the Products if:

- 6.3.1. the defect is an Apparent Defect which you failed to report to us in accordance with clause 7.12;
- 6.3.2. you make any further use of the Products after giving us notice of the defect;
- 6.3.3. it was caused by fair wear and tear;
- 6.3.4. it was caused by wilful damage, abnormal storage or working conditions, accident or negligence by you or by any third party;
- 6.3.5. it was caused by your failure to operate, store, commission, install, use or maintain the Products in accordance with the user instructions or good trade practice regarding the same;
- 6.3.6. it was caused by any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- 6.3.7. it was caused by us applying any branding or specifications you submit to us for the Products.

6.4. Except as provided in this clause 6, we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 6.1.

6.5. These Terms shall apply to any repaired or replacement Products which we supply to you.

- 6.6. Formula gives no warranty that the Products or Services will perform in a certain way or produce any specific outcomes, including the prevention of theft.
- 6.7. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise (including without limitation sections 13 to 15 of the Sale of Goods Act 1979) is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes even where such purposes have been notified to us.

7. Delivery

- 7.1. If we have agreed to deliver the Products to you:
 - 7.1.1. your Order will be fulfilled within a reasonable time of our receipt of it; and
 - 7.1.2. we shall deliver the Products to the location set out in your Order or such other location as we may agree with you ("**Delivery Location**").
- 7.2. If we have agreed that you will collect the Products from us, you must collect the Products from our premises or such other location as we may advise to you, within 5 (five) Working Days of us notifying you that the Products are ready for collection.
- 7.3. Delivery will be completed on the unloading of the Products at the Delivery Location or upon the loading of the Products when you collect them from us, depending upon what we have agreed.
- 7.4. Any dates quoted for the delivery of the Products are approximate only, and the time of delivery shall not be of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions relevant to the supply of the Products or by you failing to provide us with adequate access to your premises.
- 7.5. If we fail to deliver the Products, our liability shall be limited to the costs and expenses you incur in obtaining replacement products of a similar description and quality in the cheapest market available, less the price of the Products.
- 7.6. If we are not able to deliver the whole of your order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments, and each instalment shall be invoiced and paid for separately. We will not charge you extra delivery costs for this. However, if you ask us to deliver your order in instalments, we may charge you extra delivery costs (as agreed) and you agree to honour and take receipt of the full Order. Each instalment shall be a separate Order. If we are late delivering an instalment or if one instalment is faulty, that will not entitle you to cancel any other instalment. 7.7. If you fail to take or accept delivery of the Products when we tender them for delivery, then, except where such failure or delay is caused by our failure to comply with our obligations under the Order:
 - 7.7.1. delivery of the Products shall be deemed to have been completed at 09.00am on the day we tendered the Products for delivery; and
 - 7.7.2. subject to clause 7.7 we will store the Products until delivery takes place, and charge you for all related costs and expenses (including insurance and any redelivery costs). If you fail to take delivery of the Products or fail to provide adequate delivery instructions, we may, without incurring any liability to you, terminate the applicable Order or any other Order between us without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due.
- 7.8. We reserve the right to suspend deliveries to you where we have reasonable belief that an insolvency event may take place.

- 7.9. If, 30 (thirty) calendar days after the day on which we tendered the Products for delivery or collection, you have not taken or accepted delivery of them or collected them, we may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, and the costs of removing any branding applied at your request, account to you for any excess over the price of the Products or charge you for any shortfall below the price of the Products.

Inspection

- 7.10. You must inspect the Products immediately upon their delivery or collection.
- 7.11. You must notify us within 3 (three) Working Days of delivery or collection of the Products of any defects which a reasonable inspection of the Products would reveal as Apparent Defects.
- 7.12. If you do not notify us of any Apparent Defects within 3 (three) Working Days of delivery of the Products, the Products shall be deemed not to have any Apparent Defects.
- 7.13. You must notify us immediately if any Products we agree to deliver to you have not arrived 3 (three) Working Days after any date we have given you for delivery of the Products.

8. International Delivery

- 8.1. If you order Products for delivery outside the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that the Company has no control over these charges and we cannot predict their amount.
- 8.2. You will be responsible for payment of all such import duties and taxes. Please contact your local customs office for further information before placing your Order.
- 8.3. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such laws or regulations.

9. Risk and Title

- 9.1. The risk in the Products shall pass to you on completion of collection by you or on completion of delivery to you, your carrier or your nominee.
- 9.2. Title to the Products shall not pass to you until we have received payment in full (in cleared funds) for the Products and delivery or collection has taken place.
- 9.3. Until title to the Products passes to you, you shall:
- 9.3.1. hold the Products on a fiduciary basis as our bailee;
 - 9.3.2. store the Products separately from all other products you hold so that they remain readily identifiable as our property;
 - 9.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 9.3.4. maintain the Products in satisfactory condition and keep them insured against all risks for their full price from delivery; and
 - 9.3.5. give us such information relating to the Products as we may reasonably require, but you may resell or use the Products in the ordinary course of your business subject to these Terms.
- 9.4. If, before title to the Products passes to you, you become subject to any of the events listed in clauses 14.1.2 to 14.1.10 or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Products have not been resold, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter your premises, or any other premises where the Products are stored, and recover the Products.

10. **Liability**

- 10.1. The Company only supplies the Products and Services for internal use by your business, and you agree not to use the Products or Services for any re-sale purposes without our prior written consent.
- 10.2. Nothing in these Terms limits or excludes either party's liability for:
 - 10.2.1. death or personal injury caused by negligence;
 - 10.2.2. fraud or fraudulent misrepresentation; or
 - 10.2.3. any other liability which cannot lawfully be limited or excluded.
- 10.3. Subject to clause 10.2:
 - 10.3.1. the Company shall not in any circumstances be liable to the Customer, whether in tort (including without limitation for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or any special, indirect or consequential losses, even if foreseeable by or in the contemplation of the Company; and
 - 10.3.2. the Company's total liability arising out of or in connection with this agreement, whether in tort (including without limitation for breach of statutory duty howsoever arising), in respect of each Order shall not exceed the total amount paid to us under that Order.

11. **Confidentiality**

- 11.1. "**Confidential information**" shall mean any and all information, whether disclosed orally, in writing, electronically, or in any other form, by one Party to the other in connection with an Order, which is identified as confidential or which by its nature ought reasonably to be regarded as confidential, including (without limitation) all business, technical, financial or commercial information, know-how, trade secrets, designs, drawings, specifications, reports, data, software, and any other materials provided or generated in connection with the Contract. Confidential Information does not include any information which: (a) is or becomes publicly available other than as a result of a breach of this agreement; (b) is lawfully obtained from a third party who is free to disclose it; (c) is already known to the receiving Party at the time of disclosure without obligation of confidentiality; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 11.2. Each Party shall treat all Confidential Information as secret and confidential, shall take all reasonable steps to safeguard it accordingly, and shall not disclose to any third party or use any Confidential Information pertaining to the other Party without the prior written consent of the other Party, except to the extent that such disclosure is necessary for the performance of the Order, or to its employees, officers, agents, subcontractors, or professional advisers who have a legitimate need to know and are bound by confidentiality obligations no less onerous than those set out in this clause. This obligation shall not apply to the extent disclosure is required by law, by any regulatory or governmental body, or by a court of competent jurisdiction, provided that (where lawful and practicable) the Party required to disclose gives the other Party prompt written notice of such requirement.
- 11.3. This clause 11 shall survive termination of the applicable Order.

12. **Data Protection**

- 12.1 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the

General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

- 12.2 To the extent that the Company processes any personal data on behalf of the Customer in the course of providing the Products and/or Services, the Parties shall enter into a separate data processing agreement which complies with applicable data protection legislation, including Article 28 of the UK General Data Protection Regulation. The Company shall process such personal data only on the documented instructions of the Customer and in accordance with the terms of such data processing agreement.

13. **Force majeure**

Neither Party shall be liable to the other nor held in breach of any this agreement if either Party is prevented, hindered or delayed in the performance of its obligations under this agreement by any act of God, war, riot, strikes, lockouts or other industrial action by third parties, civil commotion, explosion, fire, radiation, accident, terrorism, government action, interruption in the supply of power, flood, epidemic or other circumstances beyond the control of the Parties which prevents a Party from, or hinders or delays a Party in, performing its obligations under this agreement (and which the application of reasonable due diligence and foresight could not have prevented) ("**Force Majeure Event**").

14. **Termination**

14.1. General principles

14.1.1 These Terms shall remain in force and shall govern all Orders between the Parties until these Terms are terminated pursuant to clause 14.3.

14.1.2 Each Order constitutes a separate agreement between the Parties. Termination of an individual Order shall not, of itself, terminate these Terms or any other Order then in force. Termination of these Terms shall automatically terminate all Orders then in force as at the date of termination.

14.1.3 A Party exercising a right of termination shall not be required to terminate all Orders or these Terms as a whole simply because grounds for termination exist in respect of one Order. A Party may elect to terminate only the affected Order whilst keeping these Terms and all other Orders in force.

14.2 Term of Orders

14.2.1 Continuous Services. Where an Order provides for the continuous provision of Services on a rolling basis without a defined end date, that Order shall continue in force until either Party gives the other not less than, unless otherwise agreed in the Order, 60 days' prior written notice of termination.

14.2.2 Fixed term Services. Where an Order provides for the provision of Services for a defined period, that Order shall automatically expire at the end of the defined term unless the Parties agree in writing to renew or extend it before such expiry.

14.2.3 Completion-based Orders. Where an Order provides for the supply of Products or Services until a specific task is completed or specific Products or Deliverables are provided, that Order shall terminate automatically upon practical completion of the relevant works or delivery of all Products or Deliverables under that Order.

- 14.3 Without limiting its other rights or remedies, either Party may terminate an Order and/or these Terms with immediate effect by giving written notice to the other Party if:

- 14.3.1. that other Party commits a material breach of any term of the Order or these Terms and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;

- 14.3.2. that other Party suspends, or threatens to suspend, payment of its debts, or it is unable to pay its debts as they fall due or it admits inability to pay its debts, or (where it is a company) it is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (where it is an individual) it is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (where it is a partnership) it has any partner to whom any of the foregoing apply;
 - 14.3.3. that other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or it makes a proposal for or enter into any compromise or arrangement with its creditors other than (where it is a company) where these events take place for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or for its solvent reconstruction;
 - 14.3.4. (where that other Party is a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up, other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or for its solvent reconstruction;
 - 14.3.5. (where that other Party is an individual) it is the subject of a bankruptcy petition or order;
 - 14.3.6. one of that other Party's creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) calendar days;
 - 14.3.7. (where that other Party is a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it;
 - 14.3.8. (where that other Party is a company) a floating charge holder over its assets has become entitled to appoint or has appointed an administrative receiver;
 - 14.3.9. a person becomes entitled to appoint a receiver over the other Party's assets or receiver is appointed over its assets;
 - 14.3.10. that other Party suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of its business;
 - 14.3.11. that other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy;
 - 14.3.12. (where that other Party is an individual) the other Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or it becomes a patient under any mental health legislation; or
 - 14.3.13. that other Party fails to make payment of any sums due under this agreement by the due date for payment and remains in default for a further 7 days following notice that such sums are overdue.
- 14.4. Without prejudice to any other right or remedy available to either party, upon the termination of any Order for any reason, you shall immediately pay to us all of our outstanding unpaid invoices and interest due in respect of any Products delivered and Services performed prior to and including the date of termination, and, in respect of Products delivered and Services performed but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately upon receipt.

14.5. Termination of the Order, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Order which existed at or before the date of termination.

14.6. Any provision of the Order that expressly or by implication is intended to come into or continue in force on or after termination of the Order shall remain in full force and effect, including without limitation clauses 3 (Prices and Payment), 10 (Liability), 11 (Confidentiality), 12 (Data Protection), 14.4 and 14.5 (Consequences of Termination), 16 (Severance), 22 (Third Party Rights), and 23 (Governing Law and Jurisdiction).

15. Waiver

A waiver of any right or remedy under an Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

If any provision or part-provision of an Order is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Order.

17. Notices

17.1. All notices required to be given under this agreement shall be in writing or email. Notices not sent by email shall be delivered by hand or sent by pre-paid first class recorded delivery post to our office at Synergy House, Canterbury Business Park, Partridge Drive, Bridge, Canterbury, Kent CT4 5DR (which address may be amended by notice in accordance with this clause). The address for service for any Customer will be that set out in the most recent Order. Notices sent by post shall be deemed to have been received by the addressee 2 days after the day on which they were posted (excluding weekends and public holidays). Notices sent by email shall be deemed served on the same Working Day if sent before 18.00, or otherwise at 09.00 the next Working Day.

17.2. Any notice or communication sent by you to us via email under or in connection with this agreement shall only be valid if sent to us by e-mail to sales@formula-space.com (if you are dealing with Formula Space Limited) or sales@signmark.co.uk (if you are dealing with Signmark).

18. Entire agreement

18.1. This agreement constitutes the entire agreement between the Parties and supersedes all previous agreements between the parties relating to its subject matter.

18.2. Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19. Assignment and Sub-Contracting

19.1. The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. The Company may assign, transfer, charge, subcontract or otherwise deal in any manner with all or any of its rights or obligations under this agreement without restriction and without the need for your consent.

19.2. You may not at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this agreement without our prior written consent.

19.3. You confirm that you have authority to bind any business on whose behalf you order Products.

20. **Relationship of the Parties**

Nothing in any Order shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in any Order.

21. **Variation**

Except as set out in these Terms, no variation of an Order or this agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by both Parties (or their authorised representatives).

22. **Third party rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to any Order or this agreement and no person who is not a party to this agreement shall be entitled to enforce any of the provisions of any Order or this agreement pursuant to that Act.

23. **Governing law and jurisdiction**

Each Order and this agreement is governed by, and is to be construed in accordance with, English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction anywhere in the world where such relief is necessary to protect its rights or interests.