

# PURELY DIGITAL LIMITED - CONDITIONS OF PURCHASE - 1<sup>st</sup> SEPTEMBER 2014

<b>1. APPLICATION</b>	
These Conditions of Purchase apply to all orders and contracts for the purchase of goods and services by Purely Digital Limited.	
<b>2. DEFINITIONS</b>	
In these Conditions, the following words have the following meanings:	
<b>"Additional Charge"</b>	means any charge which you are expressly entitled to make under the Contract, in addition to the Price;
<b>"Artwork"</b>	means all graphics, images, photographs, text, copy, sketches, illustrations, content, designs, shapes, and other works to be printed on the Goods or Our Materials, or in accordance with which the Goods or Our Materials are to be produced, printed, cut, embossed, marked, or shaped.
<b>"Charges"</b>	means all amounts payable by us to you under the Contract, including the Price and any Additional Charges.
<b>"Client"</b>	means the person who is our client in respect of whom we are procuring any Deliverables, if any.
<b>"Conditions"</b>	means these Conditions of Purchase of Purely Digital Limited.
<b>"Contract"</b>	means the contract which incorporates these Conditions.
<b>"Contract Terms"</b>	means: (1) these Conditions; (2) each Order from us, including any documents referenced in such Order; (3) all Specifications; (4) each Quotation from you, as referred to in or against which we submitted any Order, including any documents referenced in such Quotation; (5) any Order Acceptance from you, and any documents referred to in it, where not rejected by us, on the basis of which the Contract was made; (6) any other terms expressly proposed by us before the Contract was made; (7) any other terms proposed by you, not rejected by us, and expressly accepted by us in any communication from us before the Contract was made; and (8) any terms implied by law. Each such numbered item shall take precedence over any numbered item listed after it, and a later Order or Quotation shall take precedence over an earlier, in the event of conflict between it and any previous Order or Quotation.
<b>"Deliverables"</b>	means the Goods, Services, and Services Outputs.
<b>"Delivery Address"</b>	means: (1) the address for delivery set out in the Contract Terms; or (2) if not so stated, such address as we may specify after the Contract is made; or (3) if not otherwise agreed, our address.
<b>"Design Services"</b>	means any advice, design, development, copywriting, and consultancy services, including in relation to the production and/or finalisation of the Artwork, Proofs and other Specifications.
<b>"Design Services Outputs"</b>	means (as the context requires or admits): (1) any materials to be produced and/or supplied by you as an output from any agreed Design Services, such as print-ready Artwork, Proof, or other Specifications; and (2) the actual materials produced and/or supplied by you as an output from any Design Services actually provided under or in connection with the Contract.
<b>"Goods"</b>	means (as the context requires or admits): (1) any printed materials or other goods to be produced, sold and/or supplied by you under the Contract, as stated in the Contract Terms; and (2) the materials or other goods actually produced and/or delivered by you under the Contract.
<b>"Intellectual Property Rights"</b>	means copyrights, design rights, patents and rights to inventions, trademarks, know-how, trade secrets and rights to confidence, rights in databases, rights to the protection of passing-off, and all other intellectual property rights, in any parts of the world, whether registered or unregistered, and all rights in any applications for the same.
<b>"Order"</b>	means any order (whether written or oral) from us for the purchase of any goods or services from you.
<b>"Order Acceptance"</b>	means any communication from you acknowledging, accepting or confirming an Order from us (whether written or oral).
<b>"Our Materials"</b>	means (as the context requires or admits): (1) any materials which we are to provide to you, whether belonging to us or to a Client or other third party, to perform the Contract, or in respect of which the Contract is to be performed, including any Proofs, Artwork or other Specifications, and including any materials in respect of which any Services are to be provided by you (such as paper or other materials to be printed on, die cut or drilled by us or which are to be posted or transported to any third parties by you on our behalf or our Client's); and (2) any such materials that are actually supplied to you.
<b>"Personal Data"</b>	means any data we supply to you which relates to any living individual for use in carrying out or for processing as part of the Services.
<b>"Physical Service Outputs"</b>	means all Service Outputs which are physical items, or which are digital content to be supplied in a printed form or on a moveable storage medium such as a DVD or flash drive, and shall include the medium on which they are supplied.
<b>"Price"</b>	means the price for the Goods, Services, and Service Outputs set out in the Contract Terms including as specified in your Quotation against which we submitted our Order, or as stated in our Order.
<b>"Proof"</b>	means (as the context requires or admits): (1) any proposed print-ready, specimen, example or printing proof of any Artwork or other Specifications, or the proposed finished Goods or Service Outputs; and (2) the final such specimen, example or proof approved by us against which you shall produce the Goods or Service Outputs, or carry out and provide the Services
<b>"Purely Digital", "we", "us", "our"</b>	means Purely Digital Limited, a company registered in England and Wales, with registered office at 7 Jubilee Parkway, Jubilee Business Park, Derby DE21 4BJ, and company number 06481363.
<b>"Quotation"</b>	means (as the context requires or admits): (1) any quotation or offer from you for the supply of goods or services, whether orally or in writing; and (2) in relation to the Contract, each such quotation or offer from you that led to the Contract.
<b>"Services"</b>	means (as the context requires or admits): (1) the services to be carried out by you under the Contract, as stated in the Contract Terms, including any printing on, or die cutting, drilling or other processing of any Our Materials, and including any Design Services and fulfilment services; and (2) the actual services provided by you under or in connection with the Contract.
<b>"Services Outputs"</b>	means (as the context requires or admits): (1) the materials to be produced and/or supplied by you as an output from any Services, as stated in the other Contract Terms, including any processed Our Materials, and including any Design Services Outputs; and (2) the actual materials produced and/or supplied by you as an output from any Services or otherwise in performance of the Contract.
<b>"Specifications"</b>	means the Artwork, Proofs, and all other designs, data, descriptions and specifications for the Deliverables, including: (1) as set out in any of the other Contract Terms; (2) where you are to carry out any Design Services, our or our Client's communicated requirements for the Design Services Outputs; (3) the Design Services Outputs; and (4) all additions, updates, modifications, and other changes to the Specifications as shall be subsequently agreed between you and us after the Contract is entered into. Specifications include all electronics files, printed documents, drawings, films, settings, negatives, positives, and other materials that record the Specifications.
<b>"Suitable"</b>	means in relation to any Specifications or Our Materials, that: (1) they comply with any other Specifications under the Contract; (2) suitable for the production of the Goods or Service Outputs, or performance of the Services, to meet the other Specifications and standards required by the Contract; (3) they are reasonable for use in printing (including correct grain direction) or other production of any Goods or Service Outputs or performance of any Services; (4) they are generally fit for purpose, and meet our and our Client's business requirements and purposes communicated to you; and (4) they are of a satisfactory specification, quality and condition, are free from errors, omissions, faults, defects and damage, are clear and legible, are complete and accurate, are free from spelling and grammar errors and typographical errors, are in the correct format and form, and are suitable to be used to fully perform the Contract.
<b>"you, or your"</b>	means: (1) in relation to a Quotation, the person who has issued a Quotation to us; (b) in relation to our Orders, the person to whom our Orders are addressed; and (3) in the case of the Contract, the person who has entered into the Contract with us.
<b>"Work In Progress Charge"</b>	means the sum of the following, but no more than the total of the Charges, and less any Charges already paid by us: (1) the Price for any Deliverables completed, delivered and/or made available to us; (2) your reasonable costs exclusively incurred (including for materials purchased) in furtherance of the production of any Goods or Service Outputs or performance of any Services, where not covered by item (1), but so that you shall use reasonable endeavours to mitigate such cost.

## 3. CONTRACT FORMATION

<b>Our Orders</b>	Unless otherwise stated, our Orders are a legal offer from us to purchase the Deliverables on and subject to these Conditions and the other Contract Terms, open for acceptance for 7 days from and including the date of our Order. We may withdraw an Order at any time before it is accepted by you.
<b>Your acceptance</b>	If you commence any work in and towards provision of the Deliverables, then you will be deemed to have accepted our Order and the Contract Terms. You may not cancel the Contract once it has been made.
<b>Contract Terms</b>	These Conditions and the other Contract Terms constitute the entire agreement between you and us. You agree that you were not induced to enter into the Contract by any representation from us, unless fraudulently made. You agree that no terms you may propose shall apply to the Contract where they either: (1) conflict with or purport to replace or vary any Contract Term we have proposed, or (2) comprise your standard terms of sale or supply.

## 4. SUPPLY AND PURCHASE OBLIGATION

You agree to produce, supply and deliver the Goods, carry out the Services, and produce and supply the Service Outputs, in accordance with the Specifications, and on and subject to these Conditions and the other Contract Terms.

## 5. OUR MATERIALS

<b>Ownership</b>	You shall not acquire any title to any of Our Materials, and you shall return them to us on demand.
<b>Transport</b>	Unless otherwise agreed, we will transport Our Materials to your premises, and you shall unload the Our Materials. You must take delivery of Our Materials when tendered by us.
<b>Inspection</b>	You must inspect the Our Materials for Suitability promptly on receipt, and you must advise us immediately following receipt if you do not think that the Our Materials are Suitable. Except to the extent you do not advise us otherwise within such period: (1) you acknowledge that Our Materials are Suitable; (2) you agree to assume all risks that Our Materials are not Suitable; (3) you shall be responsible for the additional cost of supplying additions to or replacements for Our Materials, if they are subsequently found not to be Suitable or if there is excess spoilage; and (4) you shall be responsible for all non-conformity (including imperfections or other defects) of any Deliverables with the Contract and Specifications resulting from Our Materials not being Suitable.
<b>Risk and Insurance</b>	All Our Materials will be at your risk whilst in your possession or control or the possession or control of any sub-contractor of yours. Whilst at your risk, you shall indemnify us from and against any theft, loss, damage or confiscation of the Our Materials however caused or arising, and you shall insure Our Materials against all usual risks for their full replacement value, and provide evidence of such insurance on request.

## 6. SPECIFICATIONS

<b>Conformity</b>	You shall supply the Deliverables strictly in conformity with the Contract and the final Proofs and other final Specifications supplied or approved by us.
<b>Finalisation of Specifications</b>	Unless our Orders expressly acknowledge that there is, or we have specified to you, a final set of Specifications for the Deliverables, you shall be required to finalise the Specifications with us, and in such case you shall on request provide to us for approval the final Proofs, Artwork, and other Specifications, promptly and without undue delay. You shall be responsible for thoroughly and fully checking that all Specifications are Suitable, and you shall not commence production or provision of any Deliverables until there is a Suitable set of final Specifications for them identified and agreed by us, and approved by our Client. We may ask to you produce and provide samples of the Deliverables for approval by us, before commencing any full production run, and you shall produce the Deliverables in strict conformity with any samples approved by us.
<b>Changes</b>	You agree to make any changes to the Specifications or quantities of the Goods and Service Outputs that we require from time to time. You may make an Additional Charge for the same, unless such changes are not substantial, and you have not commenced production of any Goods or Service Outputs at the time the changes are requested.
<b>Design Services</b>	Where you are required to provide any Design Services, then you are responsible for producing Design Services Outputs which meet our requirements and those of our Client, including those set out in any requirements Specifications provided by us or our Client, or ascertained by you in carrying out any Design Services that involve a requirements gathering exercise.
<b>Format</b>	All Specifications shall be in and shall be supplied in such format (including PDF) as we may decide.

## 7. PERFORMANCE

<b>Timescales</b>	You shall perform the Contract and provide, produce, complete and deliver the Deliverables in accordance with any dates or times stated in the Contract Terms, or if not stated, by such date or time as we may require the same to meet our commitments to our Client, or in any other case within a reasonable time. All dates and times for your performance of the Contract are of the essence. You acknowledge that where the Deliverables are required for our Client, it is of the utmost importance that the Deliverables are provided within the timescales and to the quality and specification required by our Client. You must keep us informed on request as to your progress in performing the Contract, to provide such evidence of this as we may require, and to permit us to inspect your premises and view any work-in-progress on demand.
<b>Quantity (Unders and Overs)</b>	Where a specified quantity of units of Goods or Physical Service Outputs is to be supplied, you shall supply just that quantity, and no more or less. If you supply less than such quantity then this shall be deemed to be a repudiatory breach of the Contract by you, and we may (in addition to any other rights at law) do all or any of the following: (a) accept such reduced quantity; (b) require you to deliver the shortfall by a later date; (c) cancel the Contract for the shortfall, and require a reasonable reduction in the Charges as a result; (d) terminate the Contract as a whole, in which case you shall immediately collect all Goods and Service Outputs from our premises and refund us the Charges in full. If you supply more than the quantity, then we may keep all such excess for free and you may not charge us for it.
<b>File Copies</b>	You must produce and supply a file copy of any Deliverables, and such file copy shall be packed separately and delivered with the associated Deliverables.
<b>Personal Data</b>	If you are to process any Personal Data as part of the services (such as with respect to targeted direct mail services), then you shall do so in accordance with our instructions, you shall not transfer the Personal Data outside the European Economic Area, and you shall take appropriate technical and organisational measures against unauthorised or unlawful processing and accidental loss, damage or destruction of any copy of the personal data held by us.
<b>Confidence</b>	You shall maintain strictly confidential all Personal Data and other information and data (including Specifications), including belonging to or relating to any Client, that we provide to you or which you produce for us as part of the Deliverables.
<b>No Poaching</b>	You shall not during and for a period of 3 months after completion of the Contract solicit any officer or employee of ours to work for you, or engage as officer, employee or self-employed service provider (including through a company), any officer or employee of ours.
<b>Restraint of Trade</b>	You shall not during the performance of the Contract and for a period of 6 months after completion of the Contract solicit the business of any Client made known to you for whom the Deliverables are required, or enter into any contract with such Client for the provision of any goods or services, but this will not prevent you from: (1) responding to a public invitation to tender issued by the Client; (2) dealing with the Client if you have contracted with that Client (other than in breach of a restriction agreed with us) in the period of 12 months before this Contracts was made. If any of our Clients have imposed any restrictions on us with respect to the Deliverables, and we inform you of these, then you agree to comply with them too.

## 8. DELIVERY

<b>Installments</b>	You shall deliver the Goods and Physical Services Outputs in a single instalment, or such number of instalments as we may agree with you.
<b>Readiness</b>	You must inform us as soon as the Goods and Service Outputs or any instalments of them are ready for delivery. We may determine the specific dates and times when delivery is to be made, which you shall strictly adhere to. Except by special arrangement with us, we are not obliged to accept a delivery on Saturdays or Sundays or public holidays, or outside normal working hours.
<b>Delivery Address</b>	Delivery of the Goods and Physical Service Outputs shall, and shall only, take place at the Delivery Address.
<b>Delivery Method</b>	For Goods and for Physical Services Outputs, these shall be either transported or collected as detailed below, or as otherwise agreed in the Contract Terms. For Service Outputs which are in digital form, these may be supplied by e-mail or by making them available for download from a website, at our option, and shall be supplied in such formats as we may require.

<b>Transport by you</b>	If the Delivery Address is not your premises, then you shall arrange for the Goods and Physical Service Outputs to be transported to the Delivery Address, and you shall agree with us the specific date and time at which the Goods and Physical Services Outputs shall be arranged to arrive at the Delivery Address so that we may be prepared to receive them. We shall not be obliged to receive the Goods or Physical Service Outputs at any other time.
<b>Collection by us</b>	If the Delivery Address is your address, we agree to collect the Goods and Physical Service Outputs from the Delivery Address, and you shall make them available to us when we arrive to collect them. You shall pay to us our wasted or additional costs and expenses incurred if we arrive to collect the Goods or Service Outputs at the Delivery Address any the Goods and Physical Services Outputs are not immediately made available to us and loaded on demand.
<b>Incoterms</b>	The DDP (Delivered Duty Paid) Incoterms shall apply to all Goods and Service Outputs from the latest version of Incoterms at the date the Contract is made. If the Delivery Address is at your premises, then the FCA (Free Carrier) Incoterms shall apply to all Goods and Service Outputs from the latest version of Incoterms at the date the Contract is made.
<b>Loading and Unloading</b>	You are responsible for loading and unloading of Goods and Service Outputs.
<b>Delivery Receipts</b>	Any signature by us of any delivery notice or receipt does not imply that the delivered Goods or Physical Service Outputs are in accordance with the Contract.
<b>Passing of Risk, and Insurance</b>	All Goods and Physical Service Outputs shall be at your risk until delivery has been made. Accordingly, if we collect the Goods or Physical Service Outputs from your premises, you bear the risk until the point loading is completed, and if you are transporting the Goods or Physical Service Outputs, you bear the risk until the Goods or Physical Service Outputs have been unloaded and stacked at the location on the Delivery Address for unloading and stacking as we specify. With respect to all Service Outputs which are digital content, you are responsible for maintaining suitable security back-up copies, and you shall resend the same to us if we are not able to read or do not receive the same. You must insure the Goods and Physical Service Outputs to their full replacement value from time to time, including in transit where you are transporting them, until the risk passes to us above. You shall, upon request, provide us such evidence of such insurance cover as we may reasonably require. Until risk has passed to us, you shall be liable for and indemnify us against all theft, loss of and damage to the Goods and Physical Service Outputs however arising.
<b>Title</b>	Where any Goods or Physical Service Outputs incorporate any of Our Materials, then title to and property in (to the extent not already ours or our Clients) shall pass to us absolutely as soon as such incorporation occurs. In any other case, title to and property in the Goods and any Physical Service Outputs shall pass to us on the earlier of the following: (1) if we have paid any part of the Charges before delivery of the Goods or Physical Service Outputs, then title to all materials acquired or allocated for incorporation or use in the Goods or Physical Service Outputs, and all produced Goods or Physical Service Outputs shall pass to us as soon as they are acquired, allocated or produced; and (2) on delivery of the Goods or Physical Service Outputs to us (including to any carrier or other person collecting them on our behalf).

## 9. CHARGES

<b>Payment Obligation</b>	In consideration of the sales, supply and provision of the Deliverables, we agree to pay the Price and all agreed Additional Charges, together with any VAT, in accordance with the Contract Terms.
<b>VAT</b>	All Charges are exclusive of VAT which we agree to pay in addition at the same time as the Charges at the applicable rate, subject to receipt of a valid tax invoice.
<b>Fixed Charges</b>	The Prices and all other amounts stated as the Charges in the Contract Terms are fixed, unless otherwise agreed by us in our Order.
<b>Inclusions in the Charges</b>	Unless otherwise stated in the other Contract Terms, except for VAT, the Price and all other Charges include: (1) the cost of transportation of Our Materials to you; (2) the costs of transporting or transmitting any Goods or Service Outputs to us, including to the Delivery Address, and including packaging, freight and carriage, loading and unloading, insurance in transit, import and export duties and taxes, compliance with import and export requirements, and data transfer costs; (3) travel, accommodation, and subsistence expenses; (4) any storage required in respect of Our Materials or any Goods, Service Outputs, or work-in-progress and materials acquired for performance of the Contract; and (5) all other overheads, costs and expenses of yours;
<b>Time and Materials</b>	Where the Price or any Additional Charge is not a fixed amount, or the amount of any Price or Additional Charge is not stated, then such Price or Additional Charge shall be a reasonable amount, but not more than the sum of: (1) the labour reasonably and properly incurred in performing the Contract, applying any hourly or other labour rates of yours stated in the Contract Terms, or if not stated, your standard labour rates when the Contract was made, or, if there are none, a reasonable labour rate; and (2) if you need to purchase any materials for incorporation into the Goods or Service Outputs, the cost such materials at no more than the arms-length purchase cost. You must keep detailed records of all such labour and purchase costs. You shall provide on request an estimate or updated estimate of such labour and purchase costs, shall use reasonable endeavours to keep to such estimate, and shall not exceed the estimate without our written approval. If you exceed any estimate without our written approval, we will not be obliged to pay for that excess. If you exceed any estimate with our approval, then the labour rates shall be reduced by 25% for further work we allow. We may at any time re-allocate time from one task or activity to another, reduce the scope of any element of the Deliverables, or terminate any element of the Deliverables.

## 10. INVOICING

<b>Standard Invoice Point</b>	You may invoice us for the Charges when (and only when) the Deliverables to which the Charges relate have been produced, completed and finished, and have been delivered in full to us (including all instalments), and not before.
<b>Currency</b>	You shall invoice all Charges in pounds sterling, or, at our option, in the currency in which they are stated in the other Contract Terms.

## 11. PAYMENT TERMS

<b>Payment Period</b>	We shall not be obliged to pay the Charges until they have been validly invoiced by you, and in such case we will pay such Charges within 30 days after the end of the calendar month in which we receive your valid invoice. No invoice will be valid if it is issued or dated before the time allowed by the Contract.
<b>Late Payment</b>	If any amount payable by us to you under the Contract is not paid by the due date, then we agree to pay you daily interest on the unpaid amount from the due date until the date of payment (whether before or after judgement), at an annual rate of 4% above Bank of England Base Rate. This interest shall be in lieu of and there are excluded any other rights of yours to interest or compensation for late payment under the Late Payment of Commercial Debts (Interest) Act 1988.
<b>No Lien</b>	You shall have no lien over any Our Materials, or over any Goods or Service Outputs in which title has passed to us, and any lien implied by law is hereby excluded. All such materials shall be made available to us on demand, and you licence us to enter your premises, with or without vehicles, for the purposes of recovering them. You must inform us immediately on demand where all such materials are located.
<b>Set-Off</b>	We shall be entitled to set-off against the Charges any amount owing at any time from you to us, whether under the Contract or otherwise, including any damages you owe us for breach of contract.

## 12. INTELLECTUAL PROPERTY

<b>Our IPR</b>	You acknowledge that all Intellectual Property Rights in Our Materials shall be and remain the absolute property of us and our Client. You are granted a non-exclusive licence to copy, modify and otherwise use such Our Materials solely for the purpose of providing the Deliverables.
<b>Assignment</b>	Except in relation to anything supplied by us as Our Materials, you hereby assign to us all present and future Intellectual Property Rights in and to the Goods, Service Outputs, and Specifications, absolutely and with full title guarantee. Except in relation to anything supplied by us as Our Materials, you warrant that such assignment will vest in us all Intellectual Property Rights subsisting in the Goods, Service Outputs and Specifications, and that nothing we or our Client may do with respect to such Goods, Service Outputs or Specifications will infringe any Intellectual Property Rights of a third party.
<b>Licence</b>	Except in relation to anything supplied by us as Our Materials, where we agree that any assignment is not to apply, then you hereby grant to us a licence under all present and future Intellectual Property Rights in and to the Goods, Service Outputs and Specifications, to do anything at all with or with respect to such materials, including (without limitation) to copy, edit, modify, adapt, translate or exploit the same. Such licence shall be perpetual, irrevocable, transferrable, royalty-free, sub-licensable, world-wide and exclusive. You warrant the grant of such licence will give to us in full the rights that it purports to give us, and the exercise of such rights will not infringe any Intellectual Property Rights of a third party.

<b>Moral Rights</b>	You waive and shall procure that there is waived absolutely all moral rights (including the right to be identified as author) in relation to any materials in relation to which any assignment or licence applies above.
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## 13. QUALITY AND REMEDY AND LIABILITY

<b>Services</b>	You shall provide all Services in accordance with the Specifications and with reasonable care and skill, and to the standard expected of a professional provider of the type of Services comprised in the Deliverables, and in accordance with good industry practice.
<b>Goods and Service Outputs</b>	Except Our Materials, you shall provide Goods and Service Outputs which shall: (a) where they are physical items, be new, unused and free from damage at the time of delivery; (b) be strictly in accordance with the Specifications and compliant with all samples and patterns provided and be Suitable; (c) be of high quality and finish, and be at least a quality, standard and condition that a reasonable person would regard as satisfactory, and of the quality and standard expected of a professional printer and good industry practice; (d) be at least equal to the standard of any goods or services previously provided by you under any previous contract; (e) be free from errors, omissions, faults, defects and damage, be clear and legible, be complete and accurate, be free from spelling and grammar errors and typographical errors; (f) be safe and fit for any purpose they are commonly used, and for all specific purposes for which they are required as stated by us; (g) be adequately packed and wrapped for transportation and storage; and (h) be supplied with absolute title, free from any third party claims, rights, or interests.
<b>Remedy</b>	Where any Deliverables do not conform (however minor the non-conformity) to the requirements of the Contract (a "Defect"), then you will provide the following remedies at our request: (1) you will repair or rectify the Defect, including re-performing any Services; (2) you will supply replacements for the Deliverables that are Defective, that meet the requirements of the Contract; (3) if we elect to keep any Deliverables which are Defective, you will refund to us a reasonable proportion of the Charges, and allow us a reasonable reduction in the Charges, to reflect the reduced value of the Deliverables due to the Defect, or if greater the cost of correcting the Defect; and (4) we may reject the Deliverables, and you will refund to us all Charges in respect of those Deliverables. If you do not reject a claim within 1 day of our making it, you will be deemed to have admitted it. You shall provide the above remedies as soon as possible, and in any event within 2 days of notification of a claim from us. If you fail to fully provide and complete any remedy within such time period then we may at any time thereafter request an alternative remedy above. You shall meet any costs needed to provide any remedy above. You shall be responsible for collecting any Deliverables which are being rejected or returned for rectification from our or our Client's premises, and for transporting any replacement or returned Deliverables to us, to which Condition 8 shall apply. You shall reimburse to us any costs we incur in relation to transportation of any Deliverables or repaired or replacement Deliverables to or from your premises. Our rights and remedies shall not be affected by any subsequent use or resale of the Deliverables.

## 14. TERMINATION

<b>Cancellation For Convenience</b>	We may terminate the Contract at any time after it has been made for convenience and without cause, in which case we will pay to you a Work In Progress Charge and you shall refund to us any Charges pre-paid by us.
<b>Insolvency</b>	If you suffer an insolvency event, then we shall be entitled at our sole discretion, whilst such insolvency event continues, to suspend the Contract, and to terminate the Contract (whether or not it has first been suspended). An "insolvency event" means you (or any partners of you, if a partnership): (1) cease to pay your debts in the ordinary course of business, or you cannot pay your debts as they become due, or you are deemed by law to be unable to pay your debts; (2) become insolvent or bankrupt; (3) are liquidated dissolved or wound-up; (4) enter administration; (5) have a receiver or administrative receiver appointed over all or any of your business or assets; (6) are subject to an interim order; (7) make an assignment for the benefit of or otherwise make any arrangement or compromise with your creditors generally or any class of them; (8) have taken against you or take any steps are taken to achieve any of the same; or (9) are subject to any event or circumstance in any part of the world which is analogous to or similar to the foregoing.
<b>Breach</b>	We shall have a right to suspend or terminate the Contract immediately on notice to you if you breach the Contract, or any other contract with us, however minor the breach, and fail to remedy the breach within seven (7) days of notice from us.
<b>Other Contracts</b>	You agree as a term of the Contract to perform all other contracts between you and us. If this Contract terminates due to your breach or insolvency, then we can terminate all other contracts between you and us as well. If any other contract between you and us terminates for your breach or insolvency, we can terminate this Contract as well without liability to you.
<b>Supply of Work In Progress</b>	Where this Contract is cancelled or terminated early for any reason, you shall on request supply to us (and title to such shall pass to us for): (1) any completed Deliverables; (2) any work-in-progress with respect to the Deliverables; and (3) materials acquired or allocated by you for the production or provision of the Deliverables. You shall make these items available for collection by us on demand.
<b>Work In Progress Charge</b>	Were the Contract is cancelled or terminated by us under the right of cancellation for convenience above, or validly by you as a result of any breach on our part, our liability to you shall be limited to paying you a Work In Progress Charge. Where a Work In Progress Charge applies, you may invoice us for the Work In Progress Charge at any time after termination of the Contract, and your invoice shall give a full itemised breakdown. If you do not submit your claim and invoice for a Work In Progress Charge within 7 days after termination, then you will be deemed to have waived your right to make a Work In Progress Charge.
<b>Cost of Completion</b>	Were the Contract is validly terminated by us due to your breach or insolvency, or any Deliverables are validly rejected by us, you shall pay to us any additional cost we incur in procuring replacements for the Deliverables elsewhere, or producing the Deliverables ourselves.

## 15. GENERAL

<b>Assignment</b>	You may not assign, declare a trust over, charge or transfer the benefit of the Contract, or any debts due under it, without our prior written consent.
<b>Sub-Contracting</b>	You may not sub-contract your obligations under the Contract, other than the transportation of any Goods or Service Outputs, without our prior written consent.
<b>No Third Party Rights</b>	The Contract shall not confer any benefit on or be enforceable by any person other than you and us, and the Contract (Rights of Third Parties) Act 1999 shall not apply.
<b>Invalid Terms</b>	Each of the terms of the Contract is separate and severable. If any term is held to be void or invalid the remaining terms shall continue in full force.
<b>Cumulative Rights</b>	All our rights and remedies under the Contract Terms are in addition to any other rights and remedies we may have under the Contract Terms or at law.
<b>Recovery Costs</b>	You shall pay to us on demand all costs and expenses (including all fees and costs payable to any court, debt recovery agents, bailiffs, and legal advisors) incurred by us in enforcing this Contract, recovering Our Materials and any Deliverables in which we have title, and in defending any claims against us in connection with the Contract where our defence is wholly or partially successful.
<b>Interpretation</b>	In the Contract: (1) a reference to a "person" includes a reference to a company or other body corporate, association, partnership or individual; (2) a reference to the singular shall include the plural and vice versa; (3) a reference to any "materials" includes any software, text, copy, graphics, images, logos, photographs, audio, video, illustrations, works, artwork, ideas, content, designs, drawings, documents, papers, or property; (4) the word "include" shall be deemed to be followed by the words "without limitation"; (5) a reference to a statute shall be as amended or replaced, and all subordinate legislation under it from time to time, and shall include all amendments and replacements from time to time, and (6) a reference to "process" includes receiving, holding, copying, and modifying; and (7) "delivery" means in relation to physical items, the transfer of possession, and in relation to digital items, a receipt of a copy of the same in such file format as is required by the Contract.
<b>Law and Jurisdiction</b>	The Contract shall be governed by the laws of England and Wales. You submit to the exclusive jurisdiction of the courts of England and Wales in relation to the Contract and all contractual and non-contractual disputes. We shall be entitled to enforce this Contract in the courts of England and Wales or of any jurisdiction where you are established or domiciled or resident.