

TERMS & CONDITIONS OF BUSINESS
DISASTER DESIGNS LIMITED

1. THE CONTRACT.

- 1.1 For the purposes of this Contract hereafter Disaster Designs Limited (a company registered in England & Wales under company number 03232515) shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer".
- 1.2 There can be no variance to these Terms and Conditions of Business (11/10/18) ("the Terms") whatsoever (including without limitation through any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document unless varied by written documentation and signed by an authorised signatory of the Supplier.
- 1.3 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4 The placing of an order by a Customer shall be deemed as acceptance of these Terms in their entirety. Any subsequent verbal orders will be bound by these Terms. A contract shall be formed by the Supplier giving notice of the acceptance of the Customer's order and the terms of the contract ("the Contract") shall be as set out in these Terms. The quantity and description of the goods supplied under this Contract ("goods") shall be as set out in the Supplier's quotation or acknowledgement of order.

2. DELIVERY.

- 2.1 All dates given by the Supplier for delivery are estimated dates only and therefore the Supplier shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to any such dates.
- 2.2 The Supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.
- 2.3 The Supplier reserves the right to charge the Customer for the carriage / delivery of goods supplied.
- 2.4 All goods supplied for destinations outside the United Kingdom are sold ex-works and acceptance by a carrier on behalf of the Customer shall constitute delivery of the goods, and insurance and risk liability shall pass to the Customer at this point.
- 2.5 It is the Customers responsibility to inform the Supplier of any short delivered or damaged goods. Notification of such items must be given in writing to the Supplier within 5 working days from the date of delivery.
- 2.6 Items accepted by the Supplier, as damaged/short delivered must be returned within 14 days from the date of the notification. The Supplier will only accept items for refund/credit if they are returned in the original boxes/packaging together with a written explanation of the reason for the return together with a copy of the invoice they were delivered against. The Supplier cannot be held responsible for any reason whatsoever for the non-receipt of any such returns.

3. PRICES.

- 3.1 All prices quoted are exclusive of V.A.T. and are subject to the prevailing rate of V.A.T. at the date of invoice.
- 3.2 All prices quoted apply to a specific order only and are subject to change only in writing by the Supplier.
- 3.3 All prices quoted are exclusive of any applicable import duties payable should the goods be supplied for destinations outside the United Kingdom and it shall be the responsibility of the Customer to make such payments and to comply with all applicable import regulations.

4. TERMS OF PAYMENT.

- 4.1 The Supplier shall at its discretion render invoices as at the date of dispatch or the date when an order is completed, and in respect of such goods that are available for collection/dispatch.
- 4.2 The Customer shall make payment in cleared funds within 30 days of the invoice date. These payment terms shall apply at all times unless varied in writing by the Supplier and such variances may include (but not inclusively) agreed payment plans by post-dated cheques. Terms of payment shall apply to all goods delivered or where delivery has been attempted but not effected.
- 4.3 All remittances received will be allocated to invoices and credited to the Customers' account in chronological order.
- 4.4 All amounts overdue for payment due to the Supplier shall, at the Supplier's discretion, bear interest at the rate of 4% above the base rate from time to time of HSBC plc. Interest shall accrue on a day to day basis from the due date for payment until receipt by the Supplier of the full amount payable, irrespective of the issue of legal proceedings or the obtaining of a judgement. All costs incurred by the Supplier in enforcing payment of sums due under the Contract shall be added to the contract debt.
- 4.5 In the event of the Supplier having any indication of the Customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all amounts due to the Supplier shall become payable in full immediately. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.
- 4.6 All invoices issued on a Pro-Forma basis are due for immediate payment.
- 4.7 In the event of a payment being returned by the bank the Supplier reserves the right to levy an administration cost to cover its extra banking charges.
- 4.8 If the Customer is a corporate entity with limited liability the signatory of these Terms on behalf of the Customer hereby personally guarantees payment of all Contract sums due to the Supplier in the event that the Customer shall default in payment when due.
- 4.9 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.

5. TITLE AND RISK.

- 5.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the Customer upon delivery to the Customer or its carrier within the United Kingdom.
- 5.2 However, notwithstanding delivery and the passing of risk in the goods under clause 5.1, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other contracts between the Supplier and the Customer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Supplier and the Customer under which the goods were delivered.
- 5.3 No goods are supplied on a "sale or return" basis unless agreed in writing by the Supplier.
- 5.4 Until ownership of the goods has passed to the Customer, the Customer shall hold the goods on a fiduciary basis as the Supplier's bailee; store the goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Customer shall produce the policy of insurance to the Supplier.
- 5.5 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.
- 5.6 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the Customer's rights to possession has terminated, to recover them.

6. WARRANTY.

- 6.1 The Supplier warrants that all goods supplied are to the best of their knowledge of satisfactory quality, fit for the purpose for which they are supplied and are free of any defects due to materials, design, or workmanship.
- 6.2 All warranties, conditions and other terms implied by statutory or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3 The Supplier reserves the right to make alterations in design, colour, finish, or content of the goods sold from the samples shown or displayed in brochures and catalogues. All goods are supplied subject to availability.
- 6.4 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 6.5 The Supplier will use its reasonable endeavours to produce final products to the same specification as proofs or samples, however no guarantee is expressed or implied.
- 6.6 The Supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil any other obligations of this Contract without having to give a reason, whether or not the Customer fails to fulfil any of its obligations under this Contract

7. LIABILITY.

- 7.1 In the event of insolvency, liquidation, receivership or bankruptcy not withstanding any other remedies available to the Supplier clause 5.2 of this Contract applies.
- 7.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence; under section 2(3), Consumer Protection Act 1987; for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentations.
- 7.3 Subject to conditions 6.2 and 7.2, the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case where direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

- 7.4 The Supplier shall not be held responsible to the Customer and therefore has no liability to the Customer whatsoever for any non-performance whatsoever in whole or in part of its obligations as conferred under the terms of this Contract for any reason or cause beyond its control. Such reasons shall include (but not inclusively) strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.

8. VARIATION

- The Supplier reserves the right to vary these Terms from time to time without notice to the Customer. Any variations will be posted on the Supplier's website and will take effect on the day they are posted on the Supplier's website.

9. INTERNET SALES & QUALITY CONTROL

- 9.1 For quality control reasons, the Supplier does not agree to the Customer using "multi-retailer" shopping cart systems, such as eBay and Amazon, for selling and does not allow the Supplier's goods to be sold in this way by the Customer.
- 9.2 The Customer agrees not to sell, advertise or promote any of the Supplier's goods through eBay, Amazon Marketplace, eBid, Facebook shops or any other "multi-retailer" shopping cart systems or online auction sites.
- 9.3 The Supplier may (at its sole discretion) close or suspend any accounts and refuse to supply goods where the Customer breaches clause 9.2, or the Supplier believes the Customer may breach clause 9.2.

10. INTELLECTUAL PROPERTY AND TRADE MARKS

- 10.1 The Supplier hereby grants to the Customer the non-exclusive right to use the Supplier's trademarks, logos and other relevant intellectual property in the promotion, advertisement and sale of the goods, subject to, and for the duration of, this Contract. The Customer acknowledges and agrees that all rights in any such intellectual property shall remain with the Supplier, and that the Customer has and will acquire no right in them by virtue of the discharge of its obligations under this agreement, except for the right to use any such intellectual property as expressly provided in this Contract.
- 10.2 All representations of the Supplier's intellectual property that the Customer intends to use shall be submitted to the Supplier for written approval before use.
- 10.3 The Customer shall comply with all rules for the use of the Supplier's intellectual property issued by the Supplier (including those set out in any branding manual issued by the Supplier) and shall not, without the prior written consent of the Supplier:
- (a) alter or make any addition to the labelling or packaging of the goods,
- (b) alter, deface or remove any reference to the Supplier's intellectual property, any reference to the Supplier or any other name attached or affixed to the goods or their packaging or labelling.
- 10.4 The Customer shall not do, or omit to do, anything in its use of the Supplier's intellectual property that could adversely affect its validity or reputation.
- 10.5 Upon termination of this Contract for any reason, the Customer will immediately stop using all or any part of the Supplier's intellectual property.

11. CANCELLATION

- Should the Customer decide at any time after placing an order, to cancel or change their instructions without the agreement of the Supplier, the Supplier shall, at its discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the Supplier as contained in these Terms.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business (or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction);
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1(a) to clause 12.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 12.5 Termination of the Contract 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 this Contract that existed at or before the date of termination.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. DATA PROTECTION

- By placing an order with the Supplier the Customer consents to the Supplier holding such data regarding the Customer as reasonably required by the Supplier and confirms that it has complied with any relevant data protection laws in the provision of such information. The Customer further consents to the Supplier undertaking any credit checking procedures reasonably required by the Supplier. All information received by the Supplier in the course of credit checking shall be held in confidence by the Supplier and shall be disclosed only to the Supplier's associated companies and professional advisers.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 14.2(b). For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

15. ASSIGNMENT

- The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

16. RIGHTS OF THIRD PARTIES

- No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

17. ENTIRE AGREEMENT

- 17.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of 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.

18. SEVERANCE

- If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19. LAW

- 19.1 Subject to the provisions of clause 19.2 herein this Contract shall be governed by the laws of England and Wales and the parties submit to the Exclusive jurisdiction of the English Courts.
- 19.2 At the sole discretion of the Supplier, the Supplier may require this Contract to be governed by the laws of the Customer's country of domicile or the country to which the goods supplied under this Contract have been delivered and if the Supplier shall so elect the Supplier may commence proceedings in or transfer proceedings to the courts of such country.