

Standard Terms of Business

Definitions - Goods – means the goods which the Supplier is to supply to the Customer in accordance with the Terms as set out in the Specification (as defined below); *Services* - means the services to be provided by the Supplier to Customer in accordance with the Terms as set out in the Specification (as defined below); *Terms* - means the standard terms set out in these Terms and Conditions; *Price* - means the price for the Goods and/or Services as specified on each sales order confirmation.

The Goods/Services - You (“the Customer”) appoint *Openhouse Products Limited* (“the Supplier”) to provide Goods and/or Services in accordance with the description given in the order form (the “Specification”). The Customer accepts such appointment upon the Terms contained in this agreement. The quantity, quality and description of the Goods and/or Services shall be as set out in the Specification. The Customer is responsible for ensuring that the Specification meets all of the requirements of the Customer prior to placing any order. The Supplier may at any time without prior notice make any changes to the Goods and/or Services which are required by any applicable statutory or EU requirements or which do not materially affect the quality or performance of the Goods and/or Services.

Samples – The Customer agrees to pay the price for all samples in accordance with the payment terms below unless otherwise agreed between the parties.

Payment Terms - The Customer agrees to pay the Price for the Goods and/or Services within 30 calendar days of receipt of an invoice (the “Due Date”) unless otherwise agreed or there is a genuine dispute between the parties as to the Price which the Customer has notified to the Supplier in writing. The Supplier may send an invoice to the Customer prior to commencing supply of the Goods and/or Services. VAT is payable in addition on the Price by the Customer at the rate prevailing on the date of the invoice. The amount of relevant VAT shall be stated in the invoice. Should the Customer fail to make payment in full on the Due Date under this agreement, interest may be charged on the outstanding amount. Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Barclays Bank PLC from the Due Date until the date of payment, whether before or after judgment or other Court order. If there is any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier, it may give written notice to the Customer at any time before delivery to increase the Price of the Goods and/or Services. The Customer shall then be entitled to cancel any relevant order by notifying the Supplier in writing. All amounts due under these Terms shall be paid in full without any deduction or withholding other than as required by law. Neither party may justify withholding payment of any such amount in whole or in part to assert any credit, set-off or counterclaim against the other party.

Sales through a Nominated Agent – It is the responsibility of the agent to ensure that the customer, from whom orders are accepted on our behalf, is fully aware of these terms and conditions. Failure will result in the agent being liable for costs incurred in resolving discrepancies, collection of the outstanding sums owing, and in the event of non payment and/or default, for the full sums owing and outstanding. The agent will ensure that our interest is not jeopardised in anyway whatsoever.

Orders – The placing of an order by the Customer implies acceptance of these conditions. Please state on all orders the article(s) of product reference, full product description, quantity required and the quote reference if applicable, failure to supply all the correct information may result in a delay to the order. There is a minimum order value of £100.00.

Delivery and Ownership - Unless previously agreed in writing, any dates quoted for delivery of the Goods and/or Services are approximate only. The Supplier shall not be liable for any delay in delivery of the Goods and/or Services however caused. Time for delivery shall not be of the essence unless previously agreed in writing by the Supplier. On giving reasonable notice to the Customer, the Goods and/or Services may be delivered to the Customer in advance of the quoted delivery date. All charges for transport, packaging and insurance (including VAT on such charges) will be paid by the Customer. Only when the Supplier has received payment in full will title to the Goods pass to the Customer. All risk of loss or damage to the Goods shall pass to the Customer on delivery. Until title in the Goods passes, the Customer shall: hold the Goods as bailee for Supplier, take proper care of them and take all reasonable steps to prevent any damage to or deterioration of them; store or keep the Goods separately from all other goods, so as to show clearly that they belong to Supplier; (*not sell, hire or rent or part with possession of the Goods; and keep the Goods free from any mortgage, charge, lien or other encumbrance*). Despite the latter 2 clauses (*in italic*) the Supplier may: bring an action against the Customer for the price of the Goods and/or Services if the Customer fails to pay for them in full by the Due Date, even though property in the Goods has not passed to the Customer; and/or; by notice in writing to the Customer at any time after delivery pass property in the Goods to the Customer as from the date of such notice.

Repairs, Returns and Refused delivery – No goods and/or materials may be returned without previous written approval from Openhouse Products Limited. No claim for damages or discrepancies in delivery will be considered unless immediate notice is given to us, as soon as goods and/or materials are received. We reserve the right to charge for carriage plus 5% handling charge for all returns and on all consignments entered for delivery, which are refused. No claim for repairs will be considered until an assessment of the goods/materials has been undertaken by Openhouse Products Limited. If the fault is found to be a supplier fault the goods will be repaired/replaced and returned to the customer as soon as possible. If however the fault is due to excessive abuse of the goods, Openhouse Products Limited reserve the right to charge a minimum fee of £20 for repair plus VAT and carriage.

Warranties - The Supplier warrants and represents to the Customer that: it will perform its obligations under these Terms with all due skill, care and diligence; and in performing its obligations under these Terms it will comply with all Applicable Laws. Neither party shall be liable to the other (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any: indirect or consequential loss; or loss of profits, revenue or goodwill of the other party. Neither party excludes their liability for death or personal injury if caused by their own negligence.

Termination - Either party may terminate these Terms immediately by notice in writing if the other party: - commits a material breach of any of the Terms and, if such breach is capable of being remedied, fails to remedy the breach within 30 days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied; enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); becomes insolvent; ceases or threatens to cease to carry on business; compounds or makes any voluntary arrangement with its creditors; is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator; is unable to pay its debts as they fall due; has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or takes or suffers any similar action due to debt, or if the equivalent of any of the events described in the termination clauses under the law of any jurisdiction occurs in relation to the other party. The expiry or termination of these Terms for any reason shall not affect any rights and/or obligations: accrued before the date of termination or expiry; or expressed or intended to continue in force after and despite expiry or termination. On termination of these Terms (for a breach by the Customer) any outstanding or un-invoiced Price shall become immediately payable. On termination of these Terms (for a breach by the Supplier) the Customer may receive a refund of all Prices paid to date.

Intellectual Property Rights - No right or licence is granted under these Terms to the Customer or to any third party under any patent, trade mark (whether registered or unregistered), copyright, United Kingdom or Community design right (whether registered or unregistered) or other intellectual property rights of the Supplier of whatever nature and subsisting in any part of the world (“Intellectual Property Rights”). Where any designs, or specifications, information or other documents have been supplied by the Customer to the Supplier then the Customer warrants that the use of those designs or specifications for the provision of the Services shall not infringe the Intellectual Property Rights of any third party. The Customer shall keep the Supplier fully indemnified against all losses and all actions, claims, proceedings, costs and damages arising out of any claims made by a third party that the Supplier has infringed that third party's rights as a result of breach by the Customer of this clause. All documents, drawings, programmes, artwork, sketches and diagrams generated by the Supplier in providing the Services (the “Works”) (and all Intellectual Property Rights therein) shall be owned by and vest in the Supplier unless otherwise expressly agreed in writing between the Supplier and the Customer. In the event that the Supplier agrees to transfer ownership of the Intellectual Property Rights in any Works to the Customer by virtue of such express agreement, the Customer agrees that the Supplier may reproduce those Works for the purposes of the Supplier's own publicity without further reference to the Customer provided that a sufficient acknowledgement of the Customer's ownership of the Intellectual Property Rights is given. All information provided by either party to the other party in connection with the provision of the Services and which the Customer informs the Supplier in writing is confidential and/or commercially sensitive shall be treated as and kept confidential by the Supplier, save for information which is in or which enters the public domain otherwise than through breach of this clause, or information which the Supplier receives from a third party, or information which it is necessary for the Supplier to disclose to comply with any legal obligation or which the Supplier needs to disclose to its legal advisers for the purpose of obtaining legal advice. References to “information” in this clause shall include information provided by employees, contractors, agents, representatives or advisers of the Customer, or information which is obtained by the Supplier through observation during visits to any of the Customer's premises or those of the Customer's agents, representatives or advisers and whether such information is received orally or in writing or by any other means. The Customer

acknowledges that in providing the Services the Supplier may have to enter into agreements in relation to works in which third parties (“Third Parties”) own Intellectual Property Rights (“Third Party Works”) to enable the Supplier and the Customer to make use of Third Party Works in connection with a design or designs provided by the Supplier to the Customer hereunder. The Customer agrees to use Third Party Works only in a way which is consistent with the rights or permission granted to the Supplier by Third Parties and of which the Supplier shall inform the Customer. The Customer shall keep the Supplier fully indemnified against all losses and all actions, claims, proceedings, costs and damages arising out of any claims made by Third Parties that the Supplier has infringed those Third Parties’ rights as a result of breach by the Customer of this clause. The Supplier hereby asserts all its moral rights under the Copyright, Designs and Patents Act 1988 including the right to be identified as the creator of all copyright works created by it in providing the Services. The Customer also agrees to identify the Supplier as the creator of any non-copyright works in conjunction with any commercial publication of the work.

General -No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Supplier and the Customer. The Supplier’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in writing. Nothing in these Terms affects the liability of either party for fraudulent misrepresentation. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Supplier shall be subject to correction by the Supplier without any liability on the part of the Supplier. Time is not of the essence in relation to the performance of the obligations of the Supplier under these Terms. Notices between the Customer and the Supplier relating to these Terms shall be in writing. Notices shall either be delivered personally or sent by first class post or fax to their registered office. Notices if delivered by hand shall be treated as received when delivered, if sent by first class post 48 hours after posting, if sent by air-mail post 72 hours after posting and if sent by fax when sent. These Terms are the entire agreement between the Customer and the Supplier and replace all previous agreements between them relating to the same subject matter. Neither the Customer nor the Supplier shall be liable if it breaches these Terms as a result of circumstances which are beyond its reasonable control, provided that as soon as is reasonably practicable it gives notice to the other party. Nothing in this agreement creates a partnership or employment relationship between the Customer and the Supplier or makes one party the agent of the other. These Terms or any rights or obligations under them may not be assigned by either party without the prior written consent of the other (such consent not to be unreasonably withheld or delayed). Nothing in these Terms is intended to create any right for any third party to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Customer and Supplier shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision. The laws of England and Wales shall govern these Terms. The Customer and the Supplier agree to submit to the exclusive jurisdiction of the courts of England and Wales.