

Bluefan Group Ltd Terms and Conditions for the supply of Goods and/or Services

1 Definitions

1a In these Terms and Conditions (“Conditions”)

1a1 “Contract” means any terms and conditions entered into between the Customer and the Supplier for purchase and supply of goods and/or services together with the order;

1a2 “the Customer” means Bluefan Group Ltd, company registration number 10854509 and whose registered office is at Kemp House, 160 City Road, London, EC1V 2NX. “Goods” means any goods which the customer is to purchase from the supplier (including any part of them)

1a4 “Order” means any purchase order of the customer for goods and or services;

1a5 “Supplier” means the person(s) or company who accepts the order;

1a6 “Services” means any services which the Customer is to purchase from the Supplier (including any part of them) or any services incidental to the supply of goods;

2 Formation and Incorporation

2a These conditions govern the Contract to the entire exclusion of all other Terms and Conditions. Each order placed by the Customer with the Supplier will be deemed to be an offer by the Customer to purchase Goods and/or Services on these Conditions. No Order will be accepted until the Supplier gives notice of acceptance, or fulfils the Order, in whole or in any part. Any conditions which the Supplier purports to impose will not form part of the contract.

2b No Variation to the Conditions will be effective unless expressly agreed in writing by an authorised signatory of the Customer. The Customers employees do not have the authority to bind the Customer by an oral arrangement at variance with these conditions.

3 Specification

3a The quantity, quality and description of Goods and/or Services will, subject as provided in these Conditions, be as specified in the Order and/or any applicable specification supplied or advised by the Customer

3b The Supplier will comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging and delivery of the Goods and/or performance of the Services. All Goods and/or Services will be provided safe/safely and without risk to Health and safety. 3c The Goods and/or Services must be fit for the intended purpose as specified or reasonably inferred.

4 Delivery and Performance

4a If Goods are not supplied and/or delivered or services are not performed on the agreed date specified on the Order and/or agreed in writing otherwise in accordance with the Terms of the contract the Customer may, without prejudice to any other rights it may have:

4a1 cancel the Contract in whole or in part

4a2 recover from the Supplier any expenditure reasonably incurred obtaining replacement goods and/or Services from another supplier.

4a3 Deduct from the amounts payable to the Supplier and/or recover any cost, expenses and/or losses incurred by the Customer as a reasonably foreseeable consequence of the failure.

4b The Customer will not be bound to pay for any Goods and/or Services provided in excess of that within the Order and/or agreed in writing. Any excess in respect of Goods provided will remain at the Suppliers risk and will be returnable at the Supplier expense.

4c The supplier will ensure that any personnel providing any Services on behalf of the Customer at any premises or any customer of the Customer, will comply with all the applicable regulations of the Customer in force at, will not cause any damage to and will not jeopardise the security of those premises.

4d The Supplier shall ensure and hereby warrants that in respect of any of its employees, agents, sub-contractors or third parties who may have access to, or otherwise come into contact with any customer of the Customers operating systems, personal data, or other information relating to or deriving from any customer of the Customer, and/or who may have access to or perform services at any premise belonging to or relating to any customer of the Customer, such employees, agents, Sub-contractors will be suitably referenced. For the purposes of this clause, suitable referencing shall be deemed to include prior proof of identity (ID), Residence (proof of current address and as appropriate declaration of previous addresses), eligibility to work, employment references (for preceding 6 months) and a credit check and any other information the Customer deems necessary.

4e Time is of the essence to delivery

4f If a delay or shortfall in quantity appears likely, the Supplier must inform the Customer immediately in writing. Subject to Clause 7, the Customer will agree a new delivery date, if possible. Time will be of the essence to the new delivery date.

4g The Customer reserves the right to change the time and/or place of delivery by giving the Supplier reasonable notice in writing. The Supplier will deliver in accordance with the Customers instructions. Time will be of the essence with respect to the new delivery date. 4h The Customer is not obliged to accept delivery in instalments

4i The Customer shall not be deemed to have accepted the Goods until it has inspected them in order to determine whether they comply with the contract.

5 Price

5a The price payable for Goods and/or Services is as stated in the Order and/or agreed in writing and unless otherwise agreed is:

5a1 Inclusive of all charges including but not limited to, loading, carriage, insurance and delivery of the Goods to the delivery address and any other duties, levies, or taxes other than Value Added Tax.

5b No Variation in the price may be made nor extra charges added without the prior consent (agreed in writing) of the Customer.

5c The Customer shall maintain the right to challenge the price after completing market benchmarking and shall offer the Supplier the opportunity to match the market price.

6 Payment

6a Invoices will specify the relevant Order-number, the delivery date and Goods and/or Services provided and be delivered to the Customer (including supporting signed worksheets where required) within two calendar months of completion of delivery of Goods and/or performance of the Services. If the Supplier does not submit their invoice within three calendar months of completion of delivery and/or performance of the services, the Customer shall not be liable to make any payment and such invoice shall be treated as null and void.

6b Unless agreed and confirmed in writing by an authorised signatory of the Customer, invoices will be presented for payment 30 days from the end of the month in which they were received, subject to the raised date being after the completion of delivery of goods and/or performance of the services.

6c On being presented for payment, Suppliers invoices will be entered into the next available payment issue by the Customer and payment will be delivered by Banks Automated Clearing System. The payment issue process is currently completed within five to ten working days.

6d Without prejudice to any other right or remedy, the Customer may off-set any amount owing at any time from the Supplier to the Customer against any sums payable by the Customer to the Supplier under the contract. The Customer may also levy a fee for late delivery of invoice.

7 Warranties and Indemnity

7a The Supplier warrants to the Customer that:

7a1 Goods will comply with all statutory requirements and regulations and voluntary codes of conduct relating Goods their sale and supply.

7a2 The Services will be provided with reasonable skill and care, in a proper, lawful, efficient and business-like manner and in accordance with the best industry practices; and

7a3 It will allocate sufficient resources to the provision of services including personnel, who are suitably, skilled, experienced and qualified.

7b The Supplier will indemnify and keep indemnified the Customer in full, from and against all direct, indirect or consequential liability, loss, damage, injury, cost and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result or in connection with:

7b1 breach of any warranty given by the Supplier

7b2 any claim made against the Customer in respect of any liability, loss, damage, cost or expense sustained by the Customers employees or agents or by and customer of third party to the extent such liability, loss, damage cost or expense was caused by, relates to or arises from Goods and/or Services; or

7b3 any act or omission of the Supplier or its employees, agents, sub-contractors in supplying, delivering and installing Goods and/or performing Services.

7c Warranty of no Encumbrances, Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest of any lien or encumbrance.

7c1 Warranty of Title Furthermore, Seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of the seller of the goods.

8 Termination

8a The Customer may cancel any Order in whole or in part by notice to the Supplier at any time prior to delivery of Goods and/or performance of Services in which event the Customers sole liability is to pay the Supplier fair and reasonable compensation for work in progress at the time of cancellation. Such compensation will not include loss of profits or any consequential loss.

8b The Customer may at any time terminate the contract forthwith upon written notice if:

8b1 The Supplier breeches any terms of the contract

8b2 any distress, execution of other legal process is levied upon the Suppliers assets;

8b3 The Supplier enters into any arrangement with its creditors, commits any act of bankruptcy or if an order is made of effective resolution is passed for its winding up (except for the purposes of a solvent amalgamation or reconstruction) or if a petition is presents to court, or if a receiver or administrator is appointed in respect of the whole, or part of, the Suppliers undertaking or assets or the Supplier suffers and analogous event to those set out in this clause in any jurisdiction.

8b4 The Supplier ceases or threatens to cease to carry on with its business;

8b5 The Suppliers financial position deteriorates to such an extent the is the Customers opinion the Suppliers capability to adequately fulfil its obligations under the contract has been placed in jeopardy; or

8b6 The Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier.

8c Termination of the Contract, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

8d The Customer shall have the right at any time and for any reason to terminate the contract in whole or in part by giving the Supplier 30 days written notice whereupon all work on the contract shall be discontinued and the Customer shall pay to the Supplier fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

9 Assignment

9a This contract is personal to the Supplier. The Supplier may not assign or transfer any of its rights or subcontract any of its obligations under the contract

9b The Customer may assign the contract or any part thereof to any person, firm or company.

10 Force Majeure

The Customer may defer, without thereby incurring any liability to the Supplier, the date of delivery, performance or payment of the supply of Goods or cancel the contract if it is prevented from or delayed in carrying on of its business through any circumstances beyond its reasonable control

11 Limit of Liability

11a The Customers liability under or in connection with this contract shall in no event exceed sums due under each individual Order

11b The Customer shall not be liable to the Supplier for any direct or consequential loss with respect to any claims, losses or damages incurred in connection with this agreement.

12 General

12a The Customers rights and remedies under the contract are without prejudice to any other right or remedy of the Customer whether under the contract or not.

12b Any provision of the contract which is held by a competent authority to be invalid, void, voidable unenforceable (in whole or in part) will to the extent of such invalidity, voidness, voidability, unenforceability, or unreasonableness, be deemed severable and any other provisions of the contract and the remainder of such provision will not be affected.

12c Any failure by the Customer to enforce or partially enforce any provision of the contract will not be construed as a waiver of its rights under the contract.

12d The formation, construction, performance, validity, and all aspects of the contract are governed by English Law. The Parties submit to the exclusive jurisdiction of the English Courts.

13 Novation

13a The Supplier shall within 3 (three) business days of written notice from the Customer at any time during the term of this contract, sign and complete a novation of this contract in such form as required by the Customer and any third party and upon novation agreement being entered into, the Customer shall be released from all past and future liabilities under this contract.

14 Code of conduct

14a The Supplier undertakes to comply with the code of conduct of the Bluefan Group Ltd.