

# Terms of Business

Company Number 2673651

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Standard Terms and  
Conditions of Business  
(supply of goods and services)

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## Terms of Business

Note: The placing and/or acceptance of any order and/or contract for any Goods and/or Services with the Company (as hereinafter defined) expresses acceptance by the Client (as hereinafter defined) of these terms and each of them. These conditions apply to and are deemed to be incorporated in any contract between the Company and the Client. These conditions exclude any and all terms and conditions proffered by the Client. This note is subject to the following terms and conditions.

### 1. INTERPRETATION

1.1. For the purposes of these Standard Terms and Conditions of Business the following expressions shall have the following meanings:

- 1.1.1. "the Agreement" means the contract entered into or to be entered into between the Company on the one hand and the Client on the other for the provision of the Goods and /or the Services; and
- 1.1.2. "the Client" means the person, firm, company or other body or organisation and any or each of them from whom or which the Company receives the Instructions (as hereinafter defined) and to whom or which (inter alios) these Standard Terms and Conditions of Business shall apply; and
- 1.1.3. "the Company" means HYTEX COMMUNICATION SERVICES LIMITED; and
- 1.1.4. "Force Majeure" means anything outside the control of the Company including but not limited to any act of God, war, hostilities short of war, fire, flood, insurrection, riot, civil disturbance, death, disease, epidemic, container shortages, embargoes, blockades, strike, lockout or other industrial action (in each case at the Company or elsewhere), the interruption of road, rail, sea, air or other means of transportation by any means, mechanical, electric, electronic or other breakdowns, interruptions in telecommunications, inability to obtain supplies and /or raw materials, civil or military regulations or requirements, state of emergency or in each case anything similar; and
- 1.1.5. "the Goods" shall mean any goods of any description supplied or to be supplied by the Company to the Client including (but without prejudice to the generality of the foregoing) any exhibition stand, artwork, graphics, electrical installations or the like to be erected at any site or on behalf of the Client; and
- 1.1.6. "the Instructions" means any and all instructions and information given to the Company by the Client, whether written or oral or express or implied, and upon which the Company has acted or shall act in undertaking the Work (as hereinafter defined); and
- 1.1.7. "Intellectual Property" means any and all intellectual rights and property including but not limited to copyright, designs, marks, design right, drawings, patents, inventions, innovations, ideas and the like in whatsoever form and whether registerable or not; and
- 1.1.8. "the Price" means the charges (exclusive of Value Added Tax) to be paid by the Client to the Company for the Work as invoices by the Company to the Client in accordance with the Agreement; and
- 1.1.9. "the Scale of Charges" means the printed or other scale of charges as fixed by the Company from time to time or, in the case of a written quotation given to the Client by the Company, that quotation in each case as supplied or deemed to have been supplied to the Client or otherwise notified or made available to the Client by the Company, which scale of charges shall be deemed to be incorporated in the Agreement; and
- 1.1.10. "the Services" means any and all of the services agreed to be provided by the Company to and on behalf of the Client in carrying out, complying with and/or having regard to the Instructions and whether or not in connection with the supply of the Goods and/or the storage of the same by the Company for the Client; and
- 1.1.11 "the Work" shall mean the whole of the Goods and /or (as the case may be) the Services supplied or to be supplied by the Company to the Client, including any and all work undertaken by the Company for the benefit of the Client even if not the subject of any instructions.

1.2. Where the context so requires, any masculine word shall import the feminine and /or (as the case may be) the neuter, and any singular word shall import the plural, and vice-versa.

### 2. GENERAL

- 2.1. All quotations or estimates given and any and all Instructions are accepted on these Standard Terms and Conditions of Business, which supersede any other terms appearing in the Company's advertisements, letters, catalogues or elsewhere and which shall override and exclude any other terms stipulated or incorporated or referred to by the Client, whether in the Instructions or in any other communication between the parties or any person on their behalf, and any previous course of dealing established between the Company and the Client. All Instructions hereafter given or provided by the Client shall be deemed to be given or provided subject in all respects to these Standard Terms and Conditions of Business.
- 2.2. The Client acknowledges that there are no statements, assurances, warranties, undertakings, representations or information outside these Standard Terms and Conditions of Business which have induced him to enter into or to place any reliance upon the Agreement or otherwise to incur any expenditure or take any other action and that the Agreement shall constitute the entire understanding between the parties for the supply of the Goods and /or the Services and each of them and for the provision of the Work, and the Client shall indemnify and hold harmless the Company against any action, suit, claim, liability, demand, cost, charge or expense brought, made or incurred by, to or on behalf of any third party arising from or in respect of any such statement, assurance, warranty, undertaking, representation or information as aforesaid as a result of any reliance by any such third party on the Goods or (as the case may be) on the Services.
- 2.3. The provisions of this Condition 2 and all other provisions of these Standard Terms and Conditions of Business and of the Agreement insofar as the same shall operate to the benefit or for the protection of the Company shall extend in a like manner and to a like degree to the Directors, servants, agents and contractors of the Company, on behalf and with the authority of each of whom and which the Company hereby contracts as agent and to the benefit and for the protection of each of whom and which the said provisions and each of them shall be deemed to enure, in relation to the Goods and to the Services and every part of each of the same.
- 2.4. No modification of these Standard Terms and Conditions of Business shall be effective unless made by express written letter or agreement between each of the parties to the Agreement in every case signed by a Director or other principal or duly authorised officer thereof unless the Company shall reasonably impose reasonable alterations to the Agreement in order to perform the Works. The signing or counter-signing by the Company of any of the Client's documentation shall not imply any variation or modification of these Standard Terms and Conditions of Business, which shall be and remain paramount and exclusive in accordance with Condition 2 hereof.

3. QUOTATIONS, ETC.

- 3.1. Quotations, estimates and any or all other items are subject to withdrawal or variation by the Company at any time before receipt of unequivocal and unconditional Instructions from the Client and shall be deemed to have been withdrawn unless so accepted within thirty (30) days from the date thereof unless so otherwise confirmed in writing by the Company. In particular (but without prejudice to the generality of the foregoing) the Company shall be entitled to alter the price paid or to be paid for any Work or any part thereof supplied or to be supplied under the Agreement if the Company at any time in its absolute discretion considers that any specification given at any time by the Client to the Company (whether in the Instructions or otherwise) is different from that which was understood by the Company at the time of the giving of any quotation or estimate by or on behalf of the Company to the Client.
- 3.2. Any requirement by the Client to deliver any of the Goods and /or Services within a period of time shorter than that which (in the opinion of the Company) may usually be the case or any unusual and /or onerous requirements of or by the Client shall entitle the Company to raise such additional charge as the Company shall deem reasonable.

4. CANCELLATION

The Client may not cancel the Agreement without the consent in writing of the Company which (if given) shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage, claims, liabilities, costs, expenses or actions arising out of such cancellation unless otherwise agreed between them in writing.

5. STANDARD OF MATERIALS AND WORKMANSHIP

- 5.1. The Client shall supply the Instructions to the Company in such quantity and in such manner as the Company may require and the Company shall be entitled to rely thereon. The Company shall undertake the Works and shall supply the Goods and /or (as the case may be) the Services as the Company may reasonably consider fit at the expense of the Client in order to comply with the Instructions. In undertaking the Work, the Company shall use only such part or parts of the Instructions as it may consider fit. The Company shall not be liable in supplying the Goods and /or the Services for any latent fault or defect in the materials used or any part thereof. If the Instructions or any part or parts thereof shall (in the opinion of the Company) at any time not be complete, accurate, true or otherwise acceptable to the Company, the Client shall indemnify and hold harmless the Company in respect of the same as aforesaid in Condition 2 hereof.
- 5.2. The Company shall use all reasonable endeavours to carry out the Work undertaken or to be undertaken and shall only be obliged to use reasonable care and skill in relation thereto.

6. DELIVERY

The company will endeavour to ensure that the construction is completed the lunch time before the show opens for the Client to dress their stand

7. CLAIMS

- 7.1. Where the Goods and /or the Services have in whole or in part been agreed to be supplied at some site other than either the Company's premises or (as the case may be) at some premises of the Client designated by the Client in the Instructions and being in connection with some commercial or artistic exhibition, then any claim that the Goods and /or the Services or any part or parts in each case thereof shall not (in the view of the Client but without prejudice to the view of the Company) in some way match the specification required or comply with the Instructions shall be forthwith notified to the Company and in any event not later than the commencement proper of the said relevant exhibition.
- 7.2. All other claims not covered by the provisions of Condition 7 hereof shall be notified to the Company within three (3) days of delivery to the Client or its agent.
- 7.3. In the case of all claims, all Goods shall be kept for inspection by or on behalf of the Company. Any Goods claimed to have been damaged in transit must be kept within their packing until released in writing by the Company. In the case of all complaints, the Company reserves the right to remove any Goods and to undertake any repairs, renovation, modification or renewal thereof and /or to supply or re-supply such Services as the Company shall see fit in order to resolve the complaint. In all cases, the Client shall inform the Company forthwith in writing if delivery shall not have been effected by any agreed time.

8. PAYMENT

- 8.1. Unless otherwise agreed, the Goods and /or the Services and each of them are supplied to the Client subject to payment in cash payable in full forthwith upon presentation of the relevant invoice unless otherwise agreed in writing as hereinafter provided in this Condition 8 and in accordance with the Scale of Charges for the time being in force of the Company or at such other rate or charge as the Company and the Client may agree in writing, which Scale of Charges or other relevant rate or charge (as the Client hereby acknowledges) has been received by or otherwise duly notified to and accepted by the Client not later than the date of the Agreement and duly incorporated therein. Unless otherwise agreed, the Company may issue any such invoice at any time whether before part or complete performance of the Agreement or not. Any discount given shall be null and void if any payment or part payment shall not have been received by the Company in cleared funds within a period of five (5) days of presentation of the said invoice.
- 8.2. The Company reserves the right to raise interim invoices to the Client in respect of the Goods and /or the Services and /or the carrying out of the Works or any part or parts of each of the same, and, accordingly, where there shall be any term that any payment is to be made by instalments, the failure of the Client to pay such interim invoice or, as the case may be, any instalment in due time and in cleared funds shall entitle the Company at the Company's discretion to treat such failure as an unlawful repudiation of the Agreement by the Client and to recover damages for such repudiation in addition to any further or other rights enjoyed by the Company at law.
- 8.3. Without prejudice to the other rights of the Company hereunder or otherwise in law, interest on all sums due to the Company shall run at an annual interest rate of four per cent (4%) above base, calculated on a daily basis, both after as well as before any judgement therefor until payment of every such sum shall have been received in cleared funds by the Company.
- 8.4. Payment shall be made in cash in pounds sterling to or at the principal place of business for the time being of the Company.

- 8.5. The whole of the Price shall not be treated as paid until any and every cheque, bill of exchange or other instrument of payment given by the Client has been met in full on presentation or otherwise honoured in accordance with its terms.
- 8.6. Payments shall be applied to invoices in the chronological or, in the absence thereof, numerical order in which they were issued and to the Goods and /or the Services and every part thereof in the order in which the same are listed in such invoices.
- 8.7. Where the Client shall desire to be granted credit terms by the Company, the Client shall supply such references (being not less than two (2) trade references and one (1) bank reference) as shall be acceptable in all respects to the Company. Once granted credit terms as notified in writing by the Company to the Client, but without prejudice to any of these Conditions save as to time of payment as provided for by Condition 8 hereof, payment shall be made as to fifty per centum (50%) of the relevant invoice upon the placing of the order for the Goods and /or (as the case may be) the Services by the Client and the balance of such invoice within thirty (30) days of delivery of such invoice.

9. SCOPE AND EXTENT OF COMPANY LIABILITY

- 9.1. These Standard Terms and Conditions of Business set out the Company's entire liability in respect of the Goods and of the Services and every part in each case thereof, and the Company's liability under these Standard Terms and Conditions of Business shall be in lieu and to the exclusion of all other representations, warranties, conditions, terms and liabilities, whether written or oral or express or implied or statutory or otherwise, in respect of the quality or the fitness for any particular purpose of the Goods and of the Services and every part in each case thereof of otherwise (notwithstanding the existence of any advice, statement, warranty or representation given or made to the Client, all liability in respect of which, howsoever arising, is expressly excluded) except any implied by any law or statute for the time being in force in relation to the Agreement and which by such law or statute cannot be excluded.
- 9.2. Subject to any indemnity in favour of the Company herein contained or otherwise, any and every liability of the Company, whether in contract or in tort or otherwise, in respect of any breach of the Agreement or any part thereof (including, but without limitation, any breach of these Standard Terms and Conditions of Business or any part thereof) or of any duty owed to the Client in connection with the provision of the Goods and /or the Services or any part of each of the same shall be limited in every such case in the aggregate to the amount of the Price. Any intrinsic value beyond this shall not be the responsibility of the Company nor shall the Company be liable for the same and the Client shall be deemed to have sufficient all-risks insurance cover in respect thereof.
- 9.3. The Company shall not be liable for any loss arising or which may arise as a result of any Force Majeure.

10. COMPANY LIEN

- 10.1. In addition to any and every right of lien and otherwise to which it may be by any law or statute entitled, the Company shall be entitled to a general lien on all or any of the papers, records and material of the Client (including, but without limitation, the Instructions) and to the Goods (notwithstanding that the Goods and /or the Services (as the case may be) or any of them shall or may have been paid for in full or in part) for all sums, whether liquidated or quantified or not, due from the Client to the Company. Where any Goods are in the possession of the Client the Client shall keep the Goods separate from all other goods and marked at all times as belonging to the Company. The Client shall not mix or integrate the Goods or any part of them with any other goods. The Client hereby authorises the Company to enter any premises owned or occupied by the Client for the purposes of the obtaining of the Goods or any part thereof by the Company. The Company shall not be liable for loss of or damage to any property of the Client in the Company's possession either as a result of the exercise by the Company of any lien or otherwise.
- 10.2. Risk of damage to or loss of the Goods or any part thereof shall pass to the Client on delivery. Notwithstanding the same, title to the Goods and each and every part thereof shall not pass to the Client until and unless payment in full in cleared funds shall have been made to the Company. Until the Company shall have been so paid, the Company shall be entitled to enter the Client's or third party's premises and to seize the Goods and shall not be liable to the Client or any such third party for any damage caused. Furthermore, until the Company shall have been so paid, and whilst the Client shall retain or retain control in whole or in part of or over the Goods or any part thereof, the Client shall hold the same as fiduciary agent and bailee exclusively for the Company.

11. INDEMNITY BY CLIENT

The Client shall indemnify and hold harmless the Company in respect of all damage, injury and /or loss occurring to any person or body and /or its property and against all actions, suits, claims, demands, costs, liabilities, charges and /or expenses in each case in connection with or otherwise arising from the provision and /or preparation of the Goods and /or the Services and /or the acceptance of the Instructions and any and every part of each of the same in the event and to the extent that the said damage, injury and /or loss shall have been occasioned partly or wholly by the Client and /or its servants, agents or contractors of its or their obligations to the Company under the Agreement or any other act or omission on the part of the Client and /or any of the said servants, agents or contractors.

12. PATENTS, TRADEMARKS ETC

- 12.1. In entering into the Agreement, the Client shall be deemed to warrant, represent and undertake to the Company that the Client has the right to reproduce any and all photographic negatives and transparencies and all other forms of media (whether printed or stored in or on magnetic, optical, electric, electronic, biological or other form and howsoever transmitted or received) supplied to or received by the Company in connection with or for the performance in part or in whole or better performance in part or whole of the Instructions.
- 12.2. The Goods and /or the Services and every part of each of the same every part thereof are, subject to condition 12 hereof, provided subject to the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever, to prevent or restrict the provision of the Goods and /or the Services or any part thereof in any part of the world.
- 12.3. The Client hereby represents and warrants to the Company that it possessed or shall possess at the relevant date or dates all requisite authority to give the Instructions and every part thereof and that neither the Instructions nor the provision of the Goods and /or the Services or any part thereof will infringe the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever. The Client shall indemnify and hold harmless the Company against all actions, suits, claims, demands, losses, charges, costs and expenses which the Company may suffer or incur in connection with any claim by any third party alleging facts which if established would signify a breach of any or any part of the representations, warranties, covenants and undertakings contained within this Condition or elsewhere in the Agreement or otherwise made, given or entered into by the Company, its servants, agents or contractors in connection with the Goods, the Services, the acceptance of the Instructions or any part thereof.

12.4. Save where the Company shall otherwise confirm in writing, all Intellectual Property arising or deriving from the Work or any part thereof, including any part thereof produced or made by the Client shall at all times belong exclusively to the Company. The Agreement shall be taken so that any Intellectual Property connected in any way with the Work shall be the subject of a formal transfer or assignment thereof to the Company in such form as the Company shall require (but at no premium, cost or expense to the Company). This Condition shall apply to all Intellectual Property unless the Client shall already have registered the same (and then only to the extent registered) or as to which the Client shall upon his first giving any Instructions to the Company shall at the same time have given written notice to the Company of its ownership thereof or interest therein.

13. FIXED TERM CONTRACTS

Where the Agreement is for a fixed term (whether of a year or any other shorter or longer period of time), then:

- 13.1. the Price shall be taken as being that for the whole of the Work to be undertaken during such term, for the number and location of venues stated in the details accompanying the notification of the Price; and
- 13.2. the Client shall in a timely, coherent and commercially sensible manner provide such Instructions (including but not limited to where there shall be any alterations and/or additional goods and/or services as referred to in Condition 13.3 hereof) from time to time as may in the opinion of the Company be necessary and/or desirable in order that the Company shall be able to carry out the Work from time to time over such period as part of its normal business; and
- 13.3. where there shall be any extra or additional goods and/or services (of a like nature to the Goods and/or Services) required by the Client and/or deemed by the Company to be necessary in each case over and above the Goods and/or Services (as the case may be) the subject of the Agreement, or where the Client requires any alterations and/or additions to the Goods and/or Services agreed to be supplied under the Agreement, then in each case the same shall be supplied by the Company at the full market price thereof as is usually then charged by the Company, and the Client shall pay the same by no later than thirty (30) days of the issue of the invoice in relation thereto; and where the Client shall be in breach of the Agreement, and/or shall unlawfully terminate the Agreement notwithstanding that the period over which the Agreement was to have run shall not then have expired, and/or where the Client shall have failed in its obligations to provide Instructions including but not limited to under the provisions of Condition 13.2 hereof (in which case the Company shall be entitled without notice to deem that the Client shall have unlawfully terminated the Agreement), then:- the discount granted to the Client as shown on the details referred to in Condition 13.1 hereof shall forthwith be paid by the Client to the Company; and as liquidated damages the Client shall forthwith pay to the Company a sum equal to one half of the remainder of the Price in respect of the Goods and Services then remaining to be supplied by the Company during the said period PROVIDED THAT for the avoidance of doubt the Client shall only be entitled to terminate the Agreement as provided for elsewhere in these Standard Terms and Conditions of Business; and where the Agreement shall run to the end of the said period, then:- the parties shall negotiate in good faith to renew the Agreement for a further similar term and save as may be required by the Company upon these Standard Terms and Conditions of Business; and if no such agreement shall be reached within a reasonable time, then unless the Client shall otherwise have requested the Company in writing, the Company shall be entitled to dispose of any Goods then belonging to the Client in such manner as the Company shall at its absolute discretion see fit, in which regard the Company shall be under no obligation to inform the Client of its intentions so to do and/or of its having so done, and upon such disposal having been planned and/or made, the Client shall forthwith pay to the Company the costs of and/or arising from and/or connected with such disposal (including any and all taxes and duties connected therewith) at the full market price thereof as is usually then charged by the Company; but where the Client shall request the delivery to it of any such Goods, then prior to such delivery the Client shall pay to the Company the costs associated with such delivery (including but not limited to the removing of the same from any storage, the taking of an inventory thereof, the itemising of the state and/or condition of the same, the wrapping of any such Goods, the packaging of any such Goods and the arrangements and costs of collection by or delivery to the Client) at the full market price thereof as is usually then charged by the Company PROVIDED THAT this Condition 13 shall take precedence over and accordingly modify Condition 8 of these Standard Terms and Conditions of Trade.

14. AFTER-TAX BASIS

Where the Company shall at any time and/or from time to time be assessed liable for:- any tax, impost, duty, contribution or levy in respect of any moneys and/or benefit received or to or which might be received by it as a result of the operation of any provision of the Agreement; and/or any costs, charges, interest, fines, penalties and/or expenses incidental, or relating, to any such tax, impost, duty, contribution or levy in respect of damages or any other any moneys received or to be received by or on behalf of the Company as a result of the breach or failure of or at the instance of the Client, the Client shall promptly pay to the Company such amount or further amount in addition to any sums already paid as is required to cover the full liability of the Company in respect of any such tax, impost, duty, contribution or levy PROVIDED THAT any such payment shall be made on the basis that any relief, allowance, exemption, set-off, deduction or credit of any nature afforded to the Company shall be ignored unless actually claimed.

15. JURISDICTION AND PROPER LAW

All disputes, differences or questions arising out of or in connection with the Agreement (including, but without limitation, these Standard Terms and Conditions of Business and the Scale of Charges) or as to the rights or liabilities of the parties thereunder or in connection therewith or as to the construction or interpretation thereof shall be subject to the exclusive jurisdiction of the English Courts and shall be governed by and interpreted in accordance with English Law.

16. ASSIGNMENT

The Client shall not assign any benefit under the Agreement without the consent in writing of the Company which may (if given) be on such terms as to guarantee and/or indemnity or otherwise as the Company may in its absolute discretion think fit. The benefit of the Agreement shall not confer on any person any right to enforce any terms of the Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17. NOTICES

Any notice given hereunder or otherwise under or pursuant to the Agreement may be delivered by hand or sent by post or by registered post or by the recorded delivery service to the relevant party and, if so sent to the address of the relevant party being its principal place of business as shown on its letterhead or other printed document (or such other address as the relevant party may by notice to the other have substituted therefor), shall be deemed validly and effectively given on the working day when in the ordinary course of the means of despatch it would first be received by the addressee within normal business hours.

18. CLAUSE HEADINGS

Clause headings in these Standard Terms and Conditions of Business are for ease of reference only and shall not affect the construction or interpretation thereof.