

TYRER SORREL GENERAL TERMS AND CONDITIONS OF SALE AND CONTRACT (FROM THE 30TH JULY 2007)

1. DEFINITIONS

The following words shall mean:

Seller:	Tyrer Sorrel and/or other Tyrer Sorrel trading names such as tsconnected.com
Buyer:	any individual person, organisation or partnership purchasing "Goods" from Tyrer Sorrel.
Contract:	any contract between the "Buyer" and the "Seller" for the sale and purchase of the "Goods".
Goods:	any products, services or licences that the "Buyer" agrees to purchase from the "Seller".
Price:	the price for the "Goods" excluding carriage, packing, insurance and taxes. The price shall be the price set out in the current price list at the date on which an order is made.
Owner:	Tyrer Sorrel as the registered owner of "Names" and "Licenced Goods"
User:	any individual person, organisation or partnership who wishes to licence "Licenced Goods" and "Names" for the "Consideration" during a "Term".
Licenced Goods:	any original designs, image products and other intellectual property.
Names:	any domain names, product names and/or trademarks owned by the "Owner" and licenced to the "User".
Consideration:	payment to be made for any licences purchased by the "User".
Enterprise Manager:	Tyrer Sorrel as the project manager of any "Joint Ventures"
Joint Venturer:	any individual person, organisation or partnership who wishes to enter into a "Joint Venture" with the "Enterprise Manager" for the "Compensation" during a "Term".
Joint Venture:	any project or event entered into by the "Enterprise Manager" and "Joint Venturers"
Compensation:	payment to be made for any project management undertaken by the "Enterprise Manager"
Conditions:	the terms and conditions set out in this document.
Term:	period of any licence, project, event or agreement.
Working Day:	Monday to Friday excluding bank and other public holidays.

2. APPLICATION OF CONDITIONS

- 2.1. The Contract shall be on these Conditions to the exclusion of any other terms and conditions.
- 2.2. Any order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.
- 2.3. The Conditions shall apply to the sale of all Goods. Save as has been specifically provided for in the Conditions. Any representations relating to the Goods shall not be effective unless expressly agreed in writing and signed by Mark Bryce, Proprietor of Tyrer Sorrel.
- 2.4. No Conditions endorsed upon, delivered with or contained in any purchase order, proposal, specification or other document shall form part of the Contract. The Conditions shall not be varied unless an agreement to vary is given in writing and signed by Mark Bryce, Proprietor of Tyrer Sorrel.
- 2.5. No order placed by the Buyer will be accepted by the Seller until they have sent to the Buyer acknowledgement and acceptance of the order. Upon the Seller sending the acknowledgement and acceptance of the order, the Seller and the Buyer will have a binding contract between them.
- 2.6. The Buyer warrants that all the details in the order are complete and accurate.

3. THE GOODS

- 3.1. All images, descriptive matter, specifications and advertising issued by the Seller are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.

- 3.2. Connected Goods, Services and Infrastructure.
- 3.2.1. Profiles are created by the Seller to access their Network Services. Whilst every care is taken in the preparation of information and links accessed from these Profiles (including briefings, Information Centres, news items and third party links either on the Seller site or networked mini-sites) the Seller cannot be held responsible for the opinions expressed, accuracy of information within, or any consequence arising from the use. Inclusion of products or services is not an endorsement of those products or services by the Seller. The Seller uses material they believe has been placed in the public domain. It is not always possible to identify or contact the copyright holder. Copyright holders should contact the Seller for the correct acknowledgement.
- 3.2.2. Networked sites have order forms, registration forms and other contact methods. The Seller will only use collected email addresses to reply to these forms, provide notification of any changes to the content of the site or respond to error reporting. The Seller collects contact information from Registration Forms and approved third parties only. This information is stored offline in a secure database. No account or financial information is stored online at the Seller's site.
- 3.2.3. The Seller will take steps to keep personal details secure and safe. The Seller will only share or sell personal details that they have collected if Buyers have opted into partner promotion schemes. The Seller will only send briefings and email notifications for as long as Buyers request them. The Seller will register with the Data Protection Register and adhere to their policies and practices.
- 3.2.4. Networked sites have "Live" Tools. To use these tools customers must be registered as a "Live User". The Seller will only use Live User IDs and collected email addresses to allow access to these tools, provide notification of changes to the content of the site or respond to error reporting. By registering for and using these tools buyers agree to follow the site "Live Use Policy". That is to say Live Users will not upload, download, share or promote any material that is illegal or can be considered offensive, disruptive or harmful to any other person. Live Users will not infringe any copyright or trademark or infringe on the privacy of any other person. Live Users are held responsible for opinions expressed, accuracy of information shared, or any consequences arising from it. The Seller retains the authority to remove any item, cancel Live User IDs or ban Live User IP addresses from the Seller site or networked sites.
- 3.2.5. Methods will be made available to unsubscribe from Network Notifications or to discuss privacy policies further.
- 3.2.6. All original content, materials, code or network infrastructure is protected by the laws of copyright and confidentiality. The Seller retains full ownership of all original work and networked goods or services.
- 3.3. Licenced Goods and Names (Including Designs, Ideas and Other Intellectual Property).
- 3.3.1. In return for the Consideration the Owner grants to the User the right to use the Licenced Goods and Names for the Term specified in a Licence Agreement.
- 3.3.2. The User will pay to the Owner the Consideration plus any additional consideration at the times provided for in the Licence Agreement.
- 3.3.3. At the end of the Term the User will relinquish all use of the Licenced Goods and Names and will take all and any steps required by the Owner to return the Licenced Goods and Names and the use and control of the Licenced Goods and Names to the Owner.
- 3.3.4. The User irrevocably acknowledges the Owner's rights to and in the Licenced Goods and Names and agrees to do nothing during the currency of the Licence Agreement or afterwards detrimental to those rights of the Owner. Any good faith use of the Licenced Goods and Names by the User is solely with the permission and licence of the Owner under the Licence Agreement.
- 3.3.5. Should the User be in default of payment of Consideration for more than 7 working days then the Owner will have the option of ending the Licence Agreement by sending written notice of default to the User.
- 3.3.6. On receipt of such written notice of default the User's right to make use of the Licenced Goods and Names shall be at an end and any further use by the User shall be unlawful.

- 3.3.7. The Owner warrants that they have registered and hold the Licenced Goods and Names in good faith and know of no impediment to the rental provided for by the Licence Agreement.
- 3.3.8. The Owner warrants that they have no notice of any dispute of any kind concerning the Licenced Goods and Names that has not been notified in writing by the Owner to the User.
- 3.3.9. The User warrants that the uses to which it proposes to put the Licenced Goods and Names are legitimate and consistent with good faith use.
- 3.4. Enterprise Goods, Services and Infrastructure (Joint Ventures).
 - 3.4.1. The profits and losses of any Joint Venture shall be determined in accordance with good accounting practices and shall be shared among the Joint Venturers in proportion to the respective contributions made. The Enterprise Manager shall be paid the Compensation defined in a Joint Venture Agreement for the term of the Joint Venture and shall be reimbursed for all reasonable expenses incurred in the performance of their duties as Enterprise Manager.
 - 3.4.2. The Enterprise Manager shall have the sole discretion, management and entire control of the business of the Joint Venture.
 - 3.4.3. Each Joint Venturer shall be bound by any action taken by the Enterprise Manager in good faith under a Joint Venture Agreement. In no event shall any Joint Venturer be called upon to pay any amount beyond the liability arising against them on account of their capital contribution.
 - 3.4.4. The Enterprise Manager shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the power and authority as Enterprise Manager, but shall be liable for gross negligence or wilful default.
 - 3.4.5. The relationship between the Joint Venturers shall be limited to the performance of the terms and conditions of a Joint Venture Agreement. Any agreement shall not be construed to create a general partnership between the Joint Venturers, or to authorise any Venturer to act as a general agent for another, or to permit any Joint Venturer to bind the other except as set forth in any agreement, or to borrow money on behalf of another Joint Venturer, or to use the credit of any Joint Venturer for any purpose. No agreement nor any interest in the Joint Venture may be assigned without the prior written consent of all parties to a Joint Venture agreement.
 - 3.4.6. All original project content, event content, materials and infrastructure are protected by the laws of copyright and confidentiality. The Enterprise Manager retains full ownership of all original work and goods or services.
 - 3.4.7. The Enterprise Manager retains joint ownership of all data and records relating to the Joint Venture.

4. DELIVERY OF THE GOODS

- 4.1. Delivery shall be deemed to have taken place when the goods in question are dispatched from the Seller.
- 4.2. The Seller shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in delivering the Goods (even if caused by their negligence).
- 4.3. If the Seller fails to deliver the Goods by any estimated date of delivery or if no estimated date for delivery is given, within a reasonable time, the Buyer may terminate or rescind the Contract upon giving notice to the Seller.
- 4.4. Goods will be delivered in standard packing unless stated otherwise. The costs of any special packing, carriage, insurance, airport, dock, handling fees and other charges stated separately from the price are payable by the Customer at the same time, and shall be treated, as an additional part of the price.
- 4.5. In the event of cancellation of a confirmed order the Buyer will be charged for all costs incurred up to the date of receipt of the cancellation by the Seller. Any suspension of orders will not effect payment due dates. The Seller will negotiate new delivery dates only.

- 4.6. Where order and delivery is via mail order or internet the Buyer will be supplied with a confirmation stating the Seller's contact details, description of goods or services supplied, prices, taxes, delivery and seven days right to cancel for any reason.
- 4.7. Any queries relating to work or invoicing must be raised immediately on delivery.
- 4.8. When a Buyer is given and signs a proof of work to be carried out the Buyer approves the content and releases the Seller to commence work. The Buyer is solely responsible for the content of the proof once it is signed.
- 4.9. Proofed images and designs cannot be rejected on delivery for reasons of style and composition.

5. TITLE AND RISK

- 5.1. Title and ownership to the Goods shall not pass from the Seller to the Buyer until the Seller has received the Price in full together with all other sums payable by the Buyer to the Seller.
- 5.2. Until title and ownership in the Goods has passed, the Buyer shall hold the Goods and each of them as bailee on behalf of the Seller and on a fiduciary basis retain the Goods separate from their other merchandise and possessions; and keep the Goods identifiably separate.
- 5.3. The Goods shall be at the risk of the Seller up until they deliver the Goods and thereafter they shall be at the risk of the Buyer.
- 5.4. Where the property in goods sold remains with the Seller after delivery, the Customer may deal with those goods in the ordinary course of its business provided that; all sums due to, or received by, the Buyer in respect of the goods shall be held in a fiduciary capacity as trustee and agent for the Seller and; if required to do so, the Buyer will keep the goods separate from other stock in such a way as to be readily identifiable by the Seller and the proceeds from any sale or contract, or other disposition of the goods in a separate account for the benefit of the Seller and will assign to the Seller the right to recover any such sums due in respect of such sale or other disposition of the goods. Any failure by the Seller to require strict compliance with the Condition shall not constitute a release waiver or variation of their rights and the Buyer's obligations under this Condition.
- 5.5. Any licence, event sponsorship, Joint Venture title or other rights are granted to the named customer only and are non transferable. The customer is licensed to use goods or services only for the purpose(s) specified.
- 5.6. Detailed descriptions of any licence, event sponsorship, Joint Venture title or other rights will be defined in a separate Licence Agreement. Unless stated otherwise rights as standard include the right of use (subject to any defined category restrictions), a restriction on the staging or delivery by the Buyer of a similar event for a minimum period of 3 years and the "right of first refusal" to continue the licence or sponsorship for a period of 12 months (this restricts a competitor of the Buyer from signing up but does not restrict price increases by the Seller).
- 5.7. All original materials are protected by the laws of copyright and confidentiality. The Seller retains full copyright of all original work.

6. PAYMENT

- 6.1. A deposit may be payable prior to commencement of work. Any deposit will be non refundable unless the Seller is unable to complete the work as agreed.
- 6.2. A Reducing Credit may be payable prior to commencement of work. Any Reducing Credit will be used against future invoices raised and be readily identifiable by the Seller. Any Reducing Credit will be refundable at any time to the Buyer less any costs incurred to that date. Reducing Credits will also be refunded in the event that the Seller is unable to complete the work as agreed.
- 6.3. When the cost of goods or services sold or supplied to the Buyer includes the cost of goods or services sold or supplied by a third party and no invoice from such party has been received by the Seller (by the time the invoice to the Buyer is raised), the Seller shall, provided this is indicated on the invoice, be entitled to charge an estimated amount for such goods or services, subject to adjustment later.
- 6.4. All invoices are payable within 30 days of the invoice. The due date shown on invoices is the date that any payments must have cleared in the Seller's bank account. Until the Seller is in possession of cleared funds, the Buyer shall not be deemed to have made a payment. In no circumstances may the Buyer make any deduction or withhold payment for any reason at all.

- 6.5. If the Buyer fails to pay the invoice by the due date and without prejudice to any rights of the Seller, the Buyer shall: forfeit any discount given in that invoice or in any other way agreed; be required to pay a monthly late payment charge on any overdue amount, from the due date until actual payment and equal to the interest and charges to the Seller by any supplier of credit plus a 1.5% administration fee (the actual monthly late payment charge will be notified at least seven working days prior to a specific invoice becoming overdue); and reimburse to the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 6.6. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless they have a valid court order requiring an amount equal to such deduction to be paid.
- 6.7. If the Buyer does not make payments as required, the Seller may terminate the Contract.
- 6.8. VAT is not applicable.

7. QUALITY AND LIMITATION OF LIABILITY

- 7.1. If the Seller is not the manufacturer of the Goods, they shall transfer the benefit of any warranty or guarantee that they have been given.
- 7.2. The Seller warrants that the Goods shall be: of satisfactory quality within the meaning of the Sale of Goods Act 1979; and reasonably fit for their purpose. If any of the Goods do not conform with this warranty the Seller shall collect the Goods and may: carry out repairs to the Goods; replace the Goods or any defective part; or refund the price of such Goods.
- 7.3. The Seller shall deliver any repaired or replacement Goods to the Buyer's premises.
- 7.4. The Seller's liability for breach of warranty as set out in clause 7.2 shall be limited to complying with condition 7.2 and shall not have further liability.
- 7.5. The Seller shall not have any liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Seller or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract except for death or personal injury resulting from the Seller negligence; and as expressly stated in these conditions.
- 7.6. The Seller shall not be liable for any defect arising from any design or specification provided or made by the Seller or if any adjustments, alterations or other work has been done to the Goods by any person except the Seller or their authorised agent.
- 7.7. The Seller shall not be liable where any Goods are lost or damaged in transit. All claims by the Buyer shall be made against the carrier.
- 7.8. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by sections 12, 13, 14 or 15 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 7.9. Advice and information, in whatever form it may be given, is provided in good faith by the Seller only, and without liability, and the Buyer shall have no claim against The Seller for any loss, damage, costs or expenses arising out of the Buyer or any other party relying upon such advice or information.
- 7.10. Where goods supplied are incorporated by the Buyer or a third party into another product or service, the Seller shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party (arising either directly or indirectly). The Buyer or third party shall indemnify and keep indemnified the Seller from and against all such costs, loss, damage, liability or expenses suffered or incurred by the Seller as a result of any claim or demand in respect thereof by any third party.
- 7.11. The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which they may become liable as a result of any work done in accordance with the Buyer's specification which involves any infringement of any copyright, patent or registered design.

8. ASSIGNMENT

- 8.1. The Seller may sub-contract the performance of any of its obligations under the Agreement to any parent, subsidiary or associated Company (as the terms are defined under Section 736 of

the Companies Act 1985) but the sub-contracting shall not relieve it of any liability under the Contract.

- 8.2. The Seller and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract.

9. FORCE MAJEURE

- 9.1. If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of the Seller and they give prompt notice to the Buyer, the Seller shall be excused from the performance to the extent of the prevention, restriction, or interference, but the Seller shall use their best endeavours to avoid or remove the causes of non-performance and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

10. GENERAL

- 10.1. Each right or remedy that the Seller and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.
- 10.2. In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable or if an indication to that effect is received by either the Buyer or the Seller from any competent authority, the Buyer and the Seller shall amend that provision in such reasonable manner as achieves the intention without illegality.
- 10.3. If and in so far as in any case a Condition, or part of a Condition, shall be void or illegal under any English legislation or common law, that Condition, or part of the Condition, shall to that extent only not apply, but without prejudice to the rest of the Condition, or Conditions.
- 10.4. If the Seller or the Buyer: fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.
- 10.5. Any waiver of a breach of any provision of the Contract shall not: be deemed to be a waiver of any subsequent breach or default; and affect the other terms of the Contract.
- 10.6. This contract shall be governed by and construed in all respects in accordance with English law. In relation to any legal action or proceedings to enforce the contract or arising out of or in connection with the contract, the Buyer and the Seller irrevocably submits to the jurisdiction of the English courts and waives any objection to proceedings in the courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.