

TERMS AND CONDITIONS of PURCHASE by DesignerMark

1. Definitions:

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| Purchaser | DesignerMark |
| Supplier | The person, firm, company, corporation or public authority supplying Goods or Services to DesignerMark. |
| Supply | The product(s) or service(s) the subject of a contract of sale or purchase to which these Terms and Conditions apply. |
| Conditions | Terms and Conditions of the DesignerMark hence contained relating to the purchase of Goods or Services. Any conditions in a Suppliers terms, which conflict with the Conditions hereof or in anyway negate or qualify these Conditions, shall be excluded, irrespective of any receipt or acknowledgement of them at any time by the Purchaser. |
| Order | The Order placed by DesignerMark for supply of Goods, provision of Services, or a combination of both. |

2. Payment: Payment by the Purchaser will only become due at the end of the month following the month of receipt of invoice, or as stated on the Suppliers payment terms, which ever date is the later, provided that the Order to which the invoice refers has been executed in full to the satisfaction of the Purchaser, provided that the Supply is received by the Purchaser within 3 days of date of invoice, otherwise the Purchaser reserves the right to take the actual delivery date as the effective invoice date.

- 3. Supply:**
- The condition of the Supply when received by the Purchaser should be as agreed and/or expected. The Supply specified should not be substituted or changed in any way to the specification of the Supply without the written agreement of the Purchaser.
 - The Purchaser shall assume that the Supplier has been provided all details and relevant specifications for the Order, unless otherwise notified in writing. No claims caused through lack of information or material whatsoever will be considered.
 - When any painting, varnishing, colouring or shading is carried out the colour or shade will be as close as practical to the colour required, particularly when matching to existing artwork, coloured material or Pantone colours. The Purchaser will not accept shade differences, and specified Pantone colours must be exact and no differences from the specified Pantone colours will be accepted.
 - Materials or methods used in the execution of any work on the Supply will be at the direction of the Purchaser. Unless the Purchaser has expressly guaranteed in writing the suitability of the design, method or materials of the Supply for some particular purpose, no warranty or condition shall be implied in Law that the Supply specifications are suitable for any particular purpose or process whether such purpose or process has been made known to the Supplier by the Purchaser or not, and the Supplier is responsible for ensuring that they are fit for the purpose of the Order and within the spirit of the work being carried out. The Supplier is responsible for advising the Purchaser the materials or methods would not be fit for purpose.
 - The Supplier will have full responsibility for deterioration, damage or theft of the Purchaser, or the Purchaser's customer's Supply and/or Supply components, whilst in the care of Supplier, whether on the Suppliers premise or elsewhere.
 - Should the Supply not conform to the specification of the Order, in terms of standard of material, tolerance of measurement, method of delivery, or any other non-conformity matter, the Purchaser will reserve the right to cancel all or part of the Order without responsibility for any consequential liability on behalf of the Supplier.

4. Year 2000: The Supplier will be responsible for ensuring that all the Supply conforms to the British Standards Institute BSI-DISC PD2000-1 *The Definition of Year 2000 Conformity Requirements*, in all respects. The Supplier will be fully responsibly for any consequential loss or liability suffered by the Purchaser as a direct or indirect result of the Supply or the Supplier not conforming to this standard at any time before during or after the Supply.

- 5. Delivery:**
- The Supplier's responsibility only ceases upon receipted delivery of Supply to the premises, or designated site, of the Purchaser.
 - It is the responsibility of the Supplier to ensure that all of the Supply is inspected and signed for by the Purchaser once delivered and/or unloaded at the premises of the Purchaser or the delivery address(es) stipulated by the Purchaser.
 - Claims for damages or deficiencies must be acknowledged by return post and new/replacement Supply delivered within 14 days.
 - The Supplier should notify the Purchaser in advance of any dates or periods of time for delivery of Supply. The Purchaser will not be liable for

- any direct or consequential losses arising for the Supplier due to delays in or non-receipt of Supply deliveries.
- The risk in the Supply shall only pass to the Purchaser upon completed and receipted delivery. Ownership of the Supply shall pass to the Purchaser upon receipted delivery of the Supply, excepting where the Supply is incorrectly supplied, damaged or defective.
- Non-conforming Supply is to be collected from the Purchaser by the Supplier at the Suppliers expense. The Purchaser reserves the right to reject part or the whole of a delivery of the Supply if any part of it is found to be non-conforming.
- It is the Suppliers responsibility to arrange and pay for the delivery of the Supply. Unless previously agreed, the Purchaser will not be liable for the cost of delivery of any Supply, or travel or other expenses in the execution of the provision of the Supply.
- The Purchaser reserves the right to refuse Supply delivered after the specified delivery date, and it will be the responsibility of the Supplier to collect that Supply at the Suppliers expense.
- Should the Supplier fail to deliver the Supply or any part thereof within the time specified or agreed, the Purchaser reserves the right to charge all costs for consequential loss incurred as a result of non-delivery of the complete or part of the Order, and will reserve the right to cancel all or part of the Order without responsibility for any consequential liability of the Supplier.

6. Confidentiality

- & Title:**
- All the information supplied by the Purchaser is to be treated as confidential and copyright to the Purchaser. The Supplier shall not use it or cause it to be used except for the purpose of supplying the Supply to the Order of the Purchaser.
 - All samples, drawings, specifications or other material whatsoever supplied by the Purchaser to the Supplier shall remain the property of the Purchaser and shall be returned to the Purchaser on demand, in the same condition that they were supplied.
 - No samples, drawings or specifications or other material whatsoever supplied by the Purchaser shall be copied or destroyed, and the details of same will not be divulged to any other party whatsoever without the written consent of the Purchaser.
 - The Supplier will not use the information, concepts, designs and materials originated, made, supplied or specifically purchased to produce the Supply for the Purchaser, to manufacture similar Supply for their own use, or for sale to others, and the Supplier will recognise the copyright and design rights of the Purchaser.
 - All hardware, software, conceptual ideas, designs and/or materials originated, made, supplied or specifically purchased to produce the Supply for the Purchaser become and remain the property of the Purchaser and may not be used, or copied, to manufacture similar Supply for the Suppliers own use, or for sale to others, and shall be returned to the Purchaser on demand.

7. Liability:

The Purchaser does not accept responsibility for any consequential liability howsoever caused arising from the Order nor for any delay caused by circumstances beyond the control of the Purchaser. The Supplier may be held liable for any direct or indirect consequential losses arising for the Purchaser due to delays, non-receipt of deliveries, or non-conformity of the Supply. In all cases time shall be of the essence of the Order.

8. Orders:

Orders are based on information available to the Purchaser at that date. Orders are open for acceptance by the Supplier for 7 days unless otherwise stated. The Purchaser reserves the right to amend the Order at any time up until complete execution of the Order.

9. Force

Majeure: The Purchaser shall not be liable for any breach of contract arising from any Act of God, Force Majeure, Riots, Civil Commotion, Military or Usurped Power, Government Order, Direction or Legislation, Fire, Strikes, Lock out, Labour Disturbances, Adverse Weather conditions or any other matter whatsoever outside the control of the Purchaser.

10. Governing

Law: These Conditions shall be governed by and construed in accordance with the Law of England.