

SUPPLIER TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions:-

- (1) 'Company' means the7stars UK Limited .
- (2) 'Supplier' means the addressee specified in the Order.
- (3) 'Order' means the purchase order issued on the company's behalf and bearing the serial number shown thereon.
- (4) 'Goods' means the finished goods described in the Order; 'Services' means the services described in the Order.
- (5) 'Specification' means the technical description (if any) of the Goods or Services given or referred to in the Order.

2. ACCEPTANCE AND VARIATION OF CONDITIONS

- (1) The Order is placed on these Conditions which shall override any other conditions stipulated or incorporated or referred to by the Supplier or in any course of dealing established between the Company and the Supplier. Subject to Clause 2 (3), no modification of these Conditions shall be effective unless in writing and signed by or on behalf of both the Company and the Supplier.
- (2) The Company shall be entitled to vary the quantity, quality or design of the Goods or Services to a reasonable extent after acceptance by the Supplier and price and delivery shall be adjusted accordingly. Such variations shall be in writing, and shall be duly signed on behalf of the Company.
- (3) The price payable in respect of the Goods shall be no more than stated in the Order unless otherwise agreed in writing by the Company.
- (4) The Company will not be liable for any Goods or Services supplied or work done without a Purchase Order. The number of this Order must be quoted on all documents and correspondence.
- (5) The Company relies on the expertise of the Supplier where the Company has sought their advice or recommendations.

3. DELIVERY

- (1) The Goods, properly labelled and packed, and secured in such manner as to reach their destination in good condition, shall be delivered by and at the Supplier's risk and expense to the place stated in the Order or such other place as may be agreed in writing by the Company and the Supplier.
- (2) If so requested by the Supplier, the Company will return any re-useable packing materials to the Supplier at the Supplier's risk and expense.
- (3) The Company reserves the right to cancel this Order or any part thereof without incurring any liability to the Supplier if the delivery is not made within the time specified in the Order. On such cancellation the Company shall be entitled;
 - (a) To return to the Supplier at the Supplier's risk and expense and Goods already delivered hereunder which cannot be effectively and commercially used and to recover from the Supplier any monies paid by the Company in respect of such Goods.
 - (b) To receive from the Supplier any additional expenditure reasonably

incurred by the Company in obtaining other goods in replacement of those in respect of which the contract has been terminated.

(4) Goods delivered in excess of the quantities specified in this Order may be accepted by the Company at its discretion, but if not so accepted will be returned by the Company at the risk and expense of the Supplier. Any storage charges in respect of the same will be the Supplier's responsibility.

4. OWNERSHIP

Ownership in Goods supplied by the Supplier hereunder shall pass to the Company on delivery or collection by the Company without prejudice to any right of rejection which may accrue to the Company under these conditions or under general law.

5. PAYMENT

(1) Unless otherwise specified herein, no more than the price of the Goods stated under the purchase order, shall be payable, subject to approval on or before the 30th day of the calendar month following the month of delivery of the Goods (in accordance with clause 3 above).

(2) No carriage charges or charges for packing, boxing, crating, barrels, cases, containers or other packaging shall be payable by the Company unless otherwise agreed in writing by the Company and the Supplier.

(3) Should the Supplier deliver Goods prior to the date agreed or specified by the Company, the Company reserves the right to delay payment due to the due date arising under the contract.

(4) The Company shall be entitled to take advantage of any better terms offered by the Supplier in connection with the purchase of Goods whether relating to time for payment discounts or otherwise and the price or payment terms referred to herein shall be varied accordingly.

6. GOODS AND SERVICES

(1) The Goods or Services shall be provided with a high level of competence, conform as to quantity, quality and description with the particulars stated in the Order and be subject to the terms.

(2) The Goods or Services shall be provided pursuant to the Consumer Protection Act 1987 at the time of delivery (whether or not such regulations are then in operation) and shall otherwise conform with the standards and regulations of any government body or other regulatory body specified in the Order and any relevant requirements of any statute.

(3) In the event the Company reasonably considers that any invoice submitted by Supplier is defective or relates to Goods supplied or Services performed otherwise than in accordance with Supplier's obligations under the Agreement, the Company shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith).

(4) You grant us a licence to use any intellectual property rights which arise from the Services, which you have supplied to us, to the extent required by us to carry on our ordinary business. That licence is non-exclusive, worldwide, perpetual and royalty-free.

(5) You indemnify us against any claims for infringement of any third party's rights, excluding those related to any adaptations made by us, our delegates or any third

party after the applicable warranty conditions of your work has expired, arising out of our proper use of any work resulting from the Services. You will also indemnify us against any costs and damages that we may incur in those infringement claims.

7. CONFIDENTIALITY AND PUBLICITY

(1) Supplier shall, and shall procure that its employees and sub-contractors shall, keep confidential all information of a commercial or technical nature disclosed to Supplier by or on behalf of the Company for the purpose of the Agreement.

(2) Supplier shall not seek to acquire by this Agreement or any activity under it, or otherwise, nor represent in any way that it is entitled to any Intellectual Property belonging to the Company or any of its Clients or associates which shall remain the sole property of that party or its associates respectively.

(3) Supplier will not at any time, within or outside of the term of this agreement, promote an association with The Company or any of its Clients or associates without the written permission of two of the senior Directors of the Company.

(4) Supplier will not at any time, within or outside of the term of this agreement, use or approach any Clients or associates of the Company, to use or seek rights to promote an association with the Company or any of its Clients or associates without the written permission of two of the senior Directors of the Company.

8. RESPONSIBILITY FOR INFORMATION

Supplier shall be responsible for any errors or omissions in any drawings, calculations, packaging details or other particulars supplied by Supplier, whether such information has been approved by the Company or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Company.

9. ASSIGNMENT

1) Supplier's rights and obligations under the Agreement may not be assigned in whole or in part without the prior written consent of the Company (acting in its sole discretion).

2) Nothing contained in this Order authorises the Supplier to enter into any contractual arrangement in the name of or on behalf of the Company.

10. FORCE MAJEURE

The Company reserves the right to cancel this order or any uncompleted part thereof without incurring any liability to the Supplier in the event that the Company's requirements for the goods ordered ceases for the time being on account of fires, strikes, lock-outs, or other industrial action, any acts or restraints of any government or public authority, war, the outbreak of hostilities of any kind or any other matter outside of the Company's control.

11. INDEMNITY

The Supplier confirms that all its employees are fully covered by Employers' Liability insurance and hereby indemnifies the Company against any loss, damage, costs claim and expenses incurred or suffered by the Company in respect of any accident or injury suffered by any employee of the Supplier whilst engaged in carrying out any work under this Order. The Supplier also confirms that it carries Professional

Indemnity Insurance at a level appropriate for its business. The Supplier undertakes that it will produce a copy of the policy relating to such insurance if so requested by the Company.

12. ETHICAL STANDARDS AND HUMAN RIGHTS

Unless otherwise required or prohibited by law, Supplier warrants to supply Goods or Services under the terms of the Agreement related to this clause.

All suppliers warrant that they do not employ or use slave or under aged labour, as set out in section 54 of the Modern Slavery Act 2015, in the provision of their services or supply of goods or trade with any individual or organisation that employs or uses slave or under aged labour, as set out in section 54 of the Modern Slavery Act 2015.

13. ANTI BRIBERY AND CORRUPTION REQUIREMENTS

The Company requires compliance with the highest ethical standards and all anti-corruption laws applicable in the England and Wales (whether through a third party or otherwise).

14. ENVIRONMENTAL POLICY

The Contractor shall perform the Services in accordance with the Company's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

15. TERMINATION BY THE COMPANY

Without prejudice to any other rights the Company may have, the Company may cancel the Order if:

- (a) The Supplier becomes insolvent or being a company makes an arrangement or composition with its creditors or a petition is presented or resolution passed for an administration order to be made against the Supplier for its winding-up (other than for the purpose of amalgamation or reconstruction) or being an individual or partnership makes any composition or arrangement with his or their creditors or has a receiving order made against him or them.
- (b) The Supplier ceases to trade in the ordinary course of business.

16. LAW

These conditions and all contracts made hereunder shall be governed by and construed in accordance with English and Welsh Law and the Supplier submits to the exclusive jurisdiction of the High Court of England and Wales and will maintain all the licences, permissions, consents and permits that it needs to lawfully carry out its obligations under the Agreement.