



Southern
Springs &
Pressings



Terms and conditions

1. Definitions and Interpretation

1.1 In these terms and conditions of purchase, unless the context otherwise requires, the following definitions shall apply:

“Applicable Laws” means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law in effect from time to time;

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which the banks are ordinarily open for business in the City of London;

“Conditions” means these terms and conditions, as amended from time to time in accordance with these terms and conditions, and any special terms and conditions agreed in writing between the Customer and SSP pursuant to a valid Order;

“Confidential Information” means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods or data, in all cases whether disclosed orally or in writing before or after the date of the Contract;

“Contract” means any contract between the Customer and SSP for the sale and purchase of Goods and/or supply and provision of Services pursuant to an Order incorporating the Conditions;

“Customer” means the firm or company who submits an order to purchase Goods and/or Services from SSP;

“Data Protection Legislation” all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation, (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation ((EU) 2016/679) and (iii) any other directly applicable European Union regulation relating to privacy. The terms “data controller”, “data processor”, “personal data” and “data subject” shall each have the meanings as defined in the Data Protection Legislation;

“Goods” means the goods (including any part or parts of them) which SSP is to provide to the Customer pursuant to a valid Order in accordance with these Conditions and including, without limitation, any goods used or supplied in the performance of any Services;

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"Intellectual Property Rights" means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

"Order" means any order from the Customer to SSP for the supply of Goods and/or Services as set out in the Customer's purchase order, in the Customer's written acceptance of SSP's quotation or overleaf, as the case may be;

"Services" means the services which SSP is to provide to the Customer pursuant to a valid Order and in accordance with these Conditions;

"Specification" means the Customer's patterns, specifications or stipulations for the Goods and/or Services, including any related plans and drawings as agreed in writing by the Customer and SSP;

"SSP" means Southern Springs and Pressings Ltd, as registered in England and Wales with company number: 00452833, whose registered office is at Stem Lane, New Milton, Hampshire, BH25 5NE;

"VAT" means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

- 1.2 The headings to these Conditions are for ease of reference only and shall not affect the interpretation or construction of these Conditions.
- 1.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- 1.4 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.

2. Quotations

- 2.1 All quotations shall be given by SSP without obligation and shall not constitute an offer. All quotations shall be exclusive of VAT. SSP reserves the right to alter or withdraw a quotation without notice at any time prior to acceptance of an Order.
- 2.2 Unless previously withdrawn, every quotation is valid for a period of 30 days only from its date of issue.

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3. Basis of the Contract, Orders and prices

- 3.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when SSP issues written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by SSP and any descriptions of the Goods or illustrations or descriptions of the Services contained in SSP's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 3.6 Subject to Condition 3.7, Orders may be placed in writing, by post and/or email subject to the Customer giving an order reference. The Customer is solely responsible for ensuring that the terms of the Order are complete and accurate.
- 3.7 SSP reserve the right to require that Orders be signed by or (if made by telephone) confirmed in writing by an authorised signatory of the Customer, giving their name, position and evidence of such authority.

Price of the Goods

- 3.8 The price for the Goods shall be stated on the relevant Order (or the corresponding quotation, as the case may be) which has been accepted by SSP. SSP reserves the right to amend prices on or at any time before delivery, to reflect any increase in the cost of the Goods and Services to SSP that is due to:
 - 3.8.1 any factor beyond the control of SSP (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 3.8.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 3.8.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give SSP adequate or accurate information or instructions in respect of the Goods.
- 3.9 The prices for the Goods are ex-warehouse prices. Carriage, freight, transit, insurance, packaging and other charges (where applicable) are additional charges for the Customer's account, except where otherwise stated.

Price for the Services

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- 3.10 The price for Services shall be stated on the relevant Order (or corresponding quotation, as the case may be) which has been accepted by SSP.
- 3.10.1 SSP's daily fee rates for each individual person are calculated on the basis of an eight-hour forty-five minute day from 07.45 am to 4.30 pm worked on Business Days; and
- 3.10.2 SSP shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals who SSP engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by SSP for the performance of the Services, and for the cost of any materials.
- 3.11 SSP reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 3.12 Any special terms outside the scope of the Conditions granted in respect of any Order are not applicable to any subsequent order without the express written consent of SSP.
- 3.13 Unless otherwise stated, all prices, fees, expenses or costs are exclusive of VAT (or other applicable sales tax imposts or levies imposed in any part of the world) which shall be added to the price and be payable by the Customer.

4. Delivery of Goods

- 4.1 The Customer shall take delivery of the Goods as soon as they are placed at their disposal at the agreed time and place as stated in the Order (the "**Delivery Location**").
- 4.2 Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 4.3 If any Goods placed at the Delivery Location are not thereupon collected by the Customer, the Goods will (without prejudice to any other right or remedy SSP may have) be stored by SSP at the Customer's risk and expense at a reasonable charge but, for the purpose of determining the due date of payment of the Goods, shall be considered to have been delivered when first tendered.
- 4.4 All delivery dates quoted by SSP are estimates only and time of delivery if not of the essence of the Contract. Whilst SSP will endeavour to adhere to quoted delivery times, if SSP fails to deliver the Goods at the quoted delivery time or at all, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. SSP shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide SSP with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5 If ten Business Days after SSP notifies the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, SSP may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 4.6 Where SSP has agreed to arrange for the transport of Goods then, unless a specific method and manner of transport of Goods in relation to a particular Order has been agreed in writing between SSP and the Customer, Goods shall be transported by such method as SSP shall select.
- 4.7 In the event that the Customer specifies in the Order that Incoterms should apply to delivery of the Goods, then delivery of the Goods shall take place in accordance with the specified Incoterm. Where there is any conflict between any provisions in these Conditions and the specified Incoterm, the provisions of the specified Incoterm shall prevail.

5. Payment

- 5.1 In respect of Goods, SSP shall invoice the Customer on or at any time after completion of delivery. In respect of Services, SSP shall invoice the Customer on completion of the Services.
- 5.2 Subject to any express terms set out in an Order, or unless otherwise agreed in writing by SSP, payment shall be made in full and cleared funds in pounds sterling to a bank account nominated by SSP from time to time without set-off, counter-claim or other deduction and within 30 days from the date of invoice or agreed terms. Time shall be of the essence of the Contract in respect of payment of all sums due to SSP under these Conditions.
- 5.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by SSP to the Customer, the Customer shall, on receipt of a valid VAT invoice from SSP, pay to SSP such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 5.4 If the Customer fails to make a payment due to SSP under the Contract by the due date, then, without limiting SSP's remedies under Condition 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 5.4 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 5.5 If the Customer fails to pay any sums due at the time or times and in the manner stipulated, SSP shall be entitled to a general lien on all the Goods in its possession for which payment remains outstanding.

6. Inspection of Goods

- 6.1 The Customer shall be entitled, on prior written notice to and with the consent of SSP which shall not be unreasonably withheld or delayed, to inspect the Goods at any time before completion of delivery.
- 6.2 Any such inspection of Goods carried out in accordance with Condition 6.1 shall be at SSP's warehouse and shall not create a sale by sample.

7. Customer's specifications

- 7.1 Orders for Goods to a Customer's Specification are accepted on the understanding that SSP has the right to supply up to 10% more or less than the quantity ordered. The Customer cannot reject the Goods based on any such shortage or excess but, on receipt of written notice from the Customer and evidence that the wrong quantity of Goods was delivered, SSP shall make a pro-rata adjustment to the invoice for the Goods.

- 7.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify SSP against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by SSP arising out of or in connection with any claim made against SSP for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with SSP's use of the Specification. This Condition 7.2 shall survive termination of the Contract.
- 7.3 SSP reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement and SSP shall notify the Customer in any such event.

8. Risk and title

- 8.1 Title to the Goods supplied by SSP shall not pass to the Customer unless and until SSP has received in cash or cleared funds payment of all monies due from the Customer to SSP in accordance with Condition 5.
- 8.2 Until such time as title passes to the Customer, the Customer shall:
- 8.2.1 store the Goods separately from all other goods held by the Customer (at the Customer's expense), marked so as to be readily identifiable as being the property of SSP;
 - 8.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 8.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks on SSP's behalf, to the value of at least their full purchase price under the Contract;
 - 8.2.4 notify SSP immediately if the Customer becomes subject to any of the events listed in Condition 13.2.1; and
 - 8.2.5 give SSP such information relating to the Goods as SSP may require from time to time.
- 8.3 Subject to Condition 8.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before SSP receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 8.3.1 it does so as principal and not as SSP's agent; and
 - 8.3.2 title to the Goods shall pass from SSP to the Customer immediately before the time at which resale by the Customer occurs.
- 8.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 13.2.1 then, without limiting any other right or remedy SSP may have:
- 8.4.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 8.4.2 SSP may at any time:
 - (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

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- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 8.5 The Customer shall not pledge or in any way charge by way of security any of the Goods which remain the property of SSP, but if the Customer does so pledge or charge the Goods, all monies owing by the Customer to SSP shall (without prejudice to any other right or remedy of SSP) immediately become due and payable.
- 8.6 Notwithstanding the foregoing, risk in respect of the goods shall pass to the Customer at the point when such goods leave SSP's warehouse for delivery to the Customer.

9 Warranties and Return of Goods

- 9.1 SSP warrants that on delivery, and for a period of 12 months from the date of delivery (the "**Warranty Period**"), the Goods shall:
 - 9.1.1 conform in all material respects with any applicable Specification; and
 - 9.1.2 be free from material defects in design, material and workmanship.
- 9.2 SSP warrants that subject to compliance with Condition 11 it will make good by repair or supply of a replacement any defects in Goods manufactured by it and sold to the Customer under the Contract, provided always that:
 - 9.2.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 9.1;
 - 9.2.2 SSP is given a reasonable opportunity of examining such Goods; and
 - 9.2.3 the Customer (if asked to do so by SSP) returns such Goods to the SSP's place of business at the Customer's cost.
- 9.3 Without prejudice to any other right SSP may have, SSP shall at its own option and to the extent that it is able, assign to the Customer its entitlement to benefit under any guarantee or warranty on material or services supplied to SSP where such guarantee or warranty relates to components of the Goods sold by SSP to the Customer, provided that there has been no misuse or improper installation of the Goods by the Customer.
- 9.4 Subject to Condition 9.5, no Goods may be returned, unless either:
 - 9.4.1 a valid claim is involved in the circumstances specified in Conditions 9.1 and 9.2; or
 - 9.4.2 at SSP's sole discretion.
- 9.5 It shall be a condition of any such return that:
 - 9.5.1 the Goods are returned to SSP's premises in good condition, or at least in the condition in which they were delivered to the Customer;
 - 9.5.2 the Goods are returned with the relevant supplying invoice;
 - 9.5.3 the Customer has not done anything or allowed anything to be done to the Goods which would affect their traceability; and

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9.5.4 in the event that the Goods are being returned in accordance with Condition 9.4, the Goods shall be returned at the Customer's cost within 14 days of the date of delivery . Return of Goods may be subject to any restocking and administration charges as notified by SSP to the Customer.

10 Supply of Services

- 10.1 SSP shall supply the Services to the Customer in accordance with the Specification for the Services in all material respects.
- 10.2 SSP shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 10.3 SSP reserves the right to amend the Specification for the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and SSP shall notify the Customer in any such event.
- 10.4 SSP warrants to the Customer that the Services will be provided using reasonable care and skill.

11 Customer's obligations

- 11.1 The Customer shall:
- 11.1.1 ensure that the terms of the Order and any information it provides in any Specification are complete and accurate;
 - 11.1.2 co-operate with SSP in all matters relating to the Services;
 - 11.1.3 provide SSP, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by SSP to provide the Services;
 - 11.1.4 provide SSP with such information and materials as SSP may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 11.1.5 prepare the Customer's premises for the supply of the Services;
 - 11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 11.1.7 comply with all applicable laws, including health and safety laws;
 - 11.1.8 keep all materials, equipment, documents and other property of SSP (the "**SSP Materials**") at the Customer's premises in safe custody at its own risk, maintain SSP Materials in good condition until returned to SSP, and not dispose of or use SSP Materials other than in accordance with SSP's written instructions or authorisation;
 - 11.1.9 comply with any additional obligations as set out in the Specification; and
- 11.2 If SSP's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant

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obligation (“**Customer Default**”):

- 11.2.1 without limiting or affecting any other right or remedy available to it, SSP shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays SSP's performance of any of its obligations;
- 11.2.2 SSP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SSP's failure or delay to perform any of its obligations as set out in this Condition 11.2; and
- 11.2.3 the Customer shall reimburse SSP on written demand for any costs or losses sustained or incurred by SSP arising directly or indirectly from the Customer Default.

12 Limitation of liability

- 12.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 12.1.1 death or personal injury caused by negligence;
 - 12.1.2 fraud or fraudulent misrepresentation; and
 - 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2 Subject to Condition 12.1, SSP's total liability to the Customer shall not exceed the amount paid to SSP under the Contract. SSP's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 12.3 Subject to Condition 12.1, SSP shall not be liable to the Customer for the following types of loss, whether caused by negligence of SSP, its employees, sub-contractors, agents or otherwise:
 - 12.3.1 loss of profits;
 - 12.3.2 loss of sales or business;
 - 12.3.3 loss of agreements or contracts;
 - 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of use or corruption of software, data or information;
 - 12.3.6 loss of or damage to goodwill; or
 - 12.3.7 indirect or consequential loss.
- 12.4 Unless the Customer notifies SSP that it intends to make a claim in respect of an event within the notice period, SSP shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. This Condition 12 shall survive termination of the Contract.

13 Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate the

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Contract by giving the other party not less than three months' written notice.

13.2 Without limiting its other rights or remedies, SSP may terminate this Contract with immediate effect by giving written notice to the Customer if:

13.2.1 the Customer enters into a deed or arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) it takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors, or an order is made or a resolution is passed for the winding up of the Customer (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any of the Customer's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager, or which entitle the Court to make a winding-up order, or if the Customer takes or suffers any similar or analogous action in consequence of debt in any jurisdiction;

13.2.2 the Customer commits a material breach of this Contract or any other contract between SSP and the Customer and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

13.2.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

13.2.4 the Customer's financial position deteriorates to such an extent that in SSP's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.2.5 the Customer fails to pay any amount due under the Contract on the due date for payment.

13.3 SSP may, without prejudice to any of its other rights or remedies, stop any Goods in transit and/or suspend further deliveries if the Customer becomes subject to any of the events listed in Condition 12.3.1 above, or if SSP reasonably believes that the Customer is about to become subject to any of them. If SSP exercises its rights under this Condition 13.3, title to the Goods will not pass under Condition 8 unless and until transit and / delivery of the Goods is resumed.

13.4 On termination of the Contract:

13.4.1 the Customer shall immediately pay to SSP all of SSP's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, SSP shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.4.2 the Customer shall return all of SSP's Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then SSP may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14 Cancellations

14.1 Cancellations of Orders for Goods shall only be accepted by SSP if made in writing by the Customer and received by SSP prior to it having commenced manufacture of the Goods or having incurred any obligation or liability to its suppliers.

14.2 Without prejudice to any other remedies it may have, SSP shall be entitled to claim for all reasonable administrative and other costs incurred by SSP on the Customer's behalf in connection with any such cancelled Order and any other loss (whether direct or indirect) caused by reason of cancellation.

14.3 In the event of cancellation of the uncompleted balance of an Order by the Customer, SSP reserves the right to charge for any Goods already supplied in accordance with the Order at the price applicable to the quantities supplied.

14.4 The Customer shall be liable to SSP for any loss caused by reason of cancellation.

15 Intellectual property rights

15.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by SSP.

15.2 SSP grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in the ordinary course of its business.

15.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Condition 15.2.

15.4 The Customer grants SSP a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to SSP for the term of the Contract for the purpose of providing the Services to the Customer.

16 Data protection and data processing

16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and SSP is the data processor.

16.3 Without prejudice to the generality of Condition 16.1, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to SSP for the duration and purposes of the Contract.

16.4 Without prejudice to the generality of Condition 16.1, SSP shall, in relation to any personal data processed in connection with the performance by SSP of its obligations under the Contract:

16.4.1 process that personal data only on the written instructions of the Customer unless SSP is

required by Applicable Laws to otherwise process that personal data. Where SSP is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, SSP shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit SSP from so notifying the Customer;

- 16.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 16.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 16.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 16.4.4.1 the Customer or SSP has provided appropriate safeguards in relation to the transfer;
 - 16.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 16.4.4.3 SSP complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 16.4.4.4 SSP complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and
- 16.4.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data.
- 16.5 The Customer consents to SSP appointing third-party processors of personal data under the Contract. SSP confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 16. As between the Customer and SSP, SSP shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 16.
- 16.6 SSP may, at any time on not less than 30 days' notice, revise this Condition 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 16.7 The Customer shall indemnify SSP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of

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reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by SSP arising out of or in connection with the Customer's breach of any provisions of this Condition 15 (including, without limitation, a breach of the provisions of Condition 15.3).

17 Confidentiality

17.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 12 months after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 17.2.

17.2 Each party may disclose the other party's Confidential Information:

17.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Condition 17; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.2.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

18 Force Majeure

18.1 SSP shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of the Goods or Services by SSP being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond SSP's reasonable control, including but not limited to acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport, or other circumstances affecting the supply or delivery of the Goods or Services, the supply of raw materials by SSP's normal source of supply or the manufacturer of the Goods or necessary for the supply of Services (a "**Force Majeure Event**").

18.2 If the period of delay or non-performance continues for 4 weeks or more, either party may terminate this Contract by giving 14 days' written notice to the other party.

18.3 If due to a Force Majeure Event SSP has insufficient stocks to meet all its commitments, SSP may apportion available stocks between its customers (including the Customer) at its sole discretion.

19 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

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20 Miscellaneous

- 20.1 SSP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of SSP.
- 20.2 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 20.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 20.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21 Notices

- 21.1 Any notice required or desired to be served pursuant to these conditions shall be:
- 21.1.1 delivered by hand or sent by first class post (airmail if sent to or from abroad), or other next working day delivery service, at its registered office (if a company), its principle place of business (in any other case), or at such other address as it shall notify to the other in writing; or
- 21.1.2 sent by email to the address or addresses notified to the other party from time to time.
- 21.2 Any notice or communication shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 20.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 Entire agreement

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- 22.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 22.3 Nothing in this Condition shall limit or exclude any liability for fraud.

23 Third party rights

- 23.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 23.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

24 Governing Law

- 24.1 The Contract, these Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

25 Jurisdiction

- 25.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, these Conditions, their subject matter or formation.