

STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS

1 DEFINITIONS

In these Conditions:

"Applicable Laws" means all applicable laws, regulations, regulatory requirements and codes of practice of any jurisdiction, as amended and in force from time to time.

"Conditions" means the standard terms and conditions of purchase set out in this document.

"Contract" means any contractual arrangement relating to the supply of products to the Purchaser by the Supplier.

"Force Majeure Event" means any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events or omissions beyond its reasonable control, including acts of God, fire, flood, riots, war, acts of terrorism, storm or earthquake, governmental actions, labour disputes but excluding, in the case of the Supplier, any industrial dispute relating to the Supplier or any other delay or failure in the Supplier's supply chain or any difficulties which the Supplier may have with its financing.

"Intellectual Property Rights" means all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trade marks and get-up (and goodwill attaching to those trade marks and that get up), domain names, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software and semiconductor topographies, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.

"Liquidated Damages" means the sums to be deducted from the Price by the Purchaser where delivery of the Products is delayed (as set out in Clause 3.6) and as specified on an Order.

"Malpractice" includes giving or receiving any financial or other advantage that may be construed as a bribe, whether for the purpose of the Bribery Act 2010 or any other Applicable Law.

"Order" means the Purchaser's purchase order number issued by it with respect to the purchase of the Products.

"Price" means the price for the products as specified on an Order.

"Products" means the products (including any instalment of the products or any parts for them) which are set out in the Order.

"Purchaser" means the British Academy of Film and Television Arts and/or BAFTA Management Limited.

"Supplier" means the entity from whom the Purchase purchases the Products and specified on the Order.

"Supplier Personnel" means the employees, agents, sub-contractors or invitees of the Supplier from time to time.

2 APPLICATION OF CONDITIONS

2.1 The Order is an offer by the Purchaser to purchase the Products subject to these Conditions. Acceptance of an Order by the Supplier constitutes unconditional acceptance of these Conditions.

2.2 Delivery of the Products by the Supplier shall (without affecting any other manner in which acceptance of these Conditions may otherwise be evidenced) be deemed to constitute unqualified acceptance of these Conditions.

2.3 These Conditions shall govern and be incorporated into every Contract.

2.4 If there is any conflict between the terms of an Order and these Conditions, these Conditions shall prevail.

2.5 These Conditions shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in the Supplier's acceptance of an Order, or in any other documentation submitted by the Supplier, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by a director or other authorised representative of the Purchaser.

2.6 If, subsequent to any Contract which is subject to these Conditions, a Contract is made with the Supplier in any form without reference to any conditions of sale or purchase, these Conditions shall apply to the new Contract.

3 DELIVERY

3.1 The Supplier shall deliver the Products on the date or between the dates (as the case may be) specified in the Order. Time of delivery of the Products shall be of the essence. Delivery of the Products shall take place at such location as the Purchaser may specify in the relevant Order or such other address as may be agreed between the parties in writing.

3.2 If the Purchaser fails to take delivery of any one or more instalments of Products delivered in accordance with a Contract, the Supplier shall store the Products at its own premises or at another suitable location.

3.3 The Supplier shall notify the Purchaser immediately after receipt of an Order if the delivery dates for the Products

cannot be met. The Purchaser may cancel an Order without liability to the Supplier if the delivery dates for the Products cannot be met.

- 3.4 Where applicable, a packing note quoting the Order number must accompany each delivery or consignment of the Products and must be displayed prominently.
- 3.5 If the Products are to be delivered by instalments, the contract for the purchase of the Products will be treated as a single contract and is not severable.
- 3.6 If the Supplier is unable for any reason to fulfil any delivery of the Products on the date or between the dates (as the case may be) specified in the order, the Purchaser may obtain from any other person such quantity of the Products as the Supplier has been unable to supply and, at its option and without prejudice to its other rights and remedies (except to the extent to which the failure results from any act or omission of the Purchaser or a Force Majeure Event), the Purchase may deduct from the price or (if the Purchaser has paid the price) claim from the Supplier the Liquidated Damages. The parties agree that Liquidated Damages are a genuine pre-estimate of the loss which would be suffered by the Purchaser and that this shall not affect any other remedy which may be available to the Purchaser.

4 ACCEPTANCE

- 4.1 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Products.
- 4.2 All Products sold pursuant to these Conditions shall conform in all respects to the specifications set out in the Order and the Purchaser may reject any Product which does not conform in all respects with the Order.
- 4.3 The Purchaser shall not be deemed to have accepted the Products (in whole or in part) until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Products has become apparent. Any inspection or testing of the Products by the Purchaser shall not prejudice the Purchaser's right to reject defective Products at a later date and make a claim in respect of them.
- 4.4 If the Purchaser rejects any delivery of the Products which are not in accordance with the Order, the Supplier shall, within a reasonable period of being requested to do so by the Purchaser, supply replacement Products which are in accordance with the Order (in which event the Supplier shall not be deemed to be in breach of these Conditions or have any further liability to the Purchaser) or shall notify the Purchaser that it is unable to do so. Without prejudice to the Purchaser's rights to terminate, the Purchaser may obtain from any other person such quantity of the Products as the Supplier has been unable to supply.
- 4.5 If the Supplier fails to supply replacement Products, the Supplier shall, at the Purchaser's request, accept the

return of the Products and refund to the Purchaser that part of the price for that Order attributable to the Products concerned.

- 4.6 The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Products, whether or not the Products are accepted by the Purchaser (in whole or in part).

5 PRICES

- 5.1 The Price payable for the Products shall be the prices stated in the Order. If no prices are stated, the prices shall be the lowest price currently quoted or charged at the date of the Order by the Supplier.
- 5.2 Unless otherwise stated:
- (a) the Price (together with any applicable VAT) is the only amount payable by the Purchaser under a Contract;
- (b) all Prices shall be exclusive of any applicable VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Products to the delivery address specified by the Purchaser and any duties, custom or levies, other than VAT; and
- (c) all other costs, charges and expenses which relate to the performance of the Supplier's obligations and the supply of the Products shall be borne by the Supplier. The fact that a particular provision of an Order does not state that the Supplier must perform the obligations "at no additional charge" may not be taken as implying that the Supplier may charge extra for complying with the obligation.
- 5.3 No increase in the prices for the Products may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

- 5.4 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

6 TERMS OF PAYMENT

- 6.1 The Supplier shall invoice the Purchaser for the Price in accordance with the provisions (and in the currency) specified in the Order
- 6.2 The Purchaser shall only be obliged to make payments which are supported by accurate invoices which reference the Order.
- 6.3 Unless the subject of a genuine dispute or otherwise stated in the Order, the Purchaser shall pay the Price within 45 days of receipt of an accurate and valid VAT invoice. The Purchaser shall only be obliged to make payments where the

Purchaser is satisfied that the Products have been supplied in accordance with the Contract and these Conditions.

6.4 The Purchaser may set off, deduct or withhold from any liability owed to the Supplier under or in connection with any Contract any liability of the Supplier to the Purchaser in connection with any Contract whether present or future, actual or contingent, liquidated or unliquidated, disputed or undisputed and whether owed jointly or severally or in any other capacity and irrespective of the currency of its denomination (and for this purpose may convert the currency of any liability).

6.5 If a party fails to pay in full on the due date any sum payable by it under or in connection with a Contract, interest on the outstanding amount shall accrue on a daily basis from the due date until the date of payment (whether before or after judgment) at the rate of 1% per annum above the base rate of Nat West Bank PLC from time to time. The parties agree that this is a substantial remedy and is fair for the purposes of section 8 of the Late Payment of Commercial Debts (Interest) Act 1998.

7 ORDERS, SPECIFICATIONS AND TESTING

7.1 The quantity, quality and description of the Products shall, unless otherwise specified in these Conditions, be as specified in the Order and/or in any applicable specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

7.2 Any specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser in connection with the Order, together with the Intellectual Property Rights in the specification, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any specification supplied or produced by the Purchaser except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Supplier fulfilling the Order.

7.3 The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test the Products during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide the Purchaser with all facilities reasonably required for inspection and testing. Any inspection or testing of the Products by the Purchaser shall not prejudice the Purchaser's right to reject defective Products at a later date and make a claim in respect of them.

7.4 If as a result of inspection or testing the Purchaser is not satisfied that the Products will comply in all respects with the Order and these Conditions, and the Purchaser so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

7.5 The Products shall be marked in accordance with the Purchaser's instructions and any applicable regulations

or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

8 CANCELLATION

The Purchaser may cancel any Order, in whole or in part, by giving written notice to the Supplier at any time prior to delivery, in which event the Purchaser's sole liability shall be to pay the Supplier the price for the Products in respect of which the Purchaser has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

9 RISK AND TITLE

Risk in the Products shall pass to the Purchaser once they are delivered to the Purchaser. Title in the Products shall pass to the Purchaser on delivery, unless payment for the Products is made prior to delivery, when it shall pass to the Purchaser once payment has been made.

10 APPLICABLE LAW

10.1 If there is a change in Applicable Law, the Supplier shall ensure that the Products continue to be in compliance with Applicable Laws. The Supplier shall comply with the Purchaser's written instructions as to any changes required to the Products or the Supplier's other obligations under a Contract to the extent arising, referable or attributable to a change in Applicable Law.

10.2 The Supplier shall bear the costs of implementing any Change in Applicable Law, and shall not be entitled to claim for any additional expenses incurred or claim any other relief if there is a change in Applicable Law.

11 FRAUD, BRIBERY AND CORRUPTION

11.1 The Supplier shall notify the Purchaser immediately if it becomes aware of or has grounds for suspecting any fraud or Malpractice relating to the supply of the Products.

11.2 Without prejudice to any other remedy it may have, if the Purchaser has grounds for believing that the Supplier or any of the Supplier Personnel has committed a fraud or Malpractice relating to supply of the Products, the Purchaser may, in its absolute discretion suspend supply of the Products, and/or withhold payment of any sums falling due to the Supplier.

11.3 The Purchaser shall permit the Supplier to resume supply of the Products if it is established that the Supplier Personnel were not responsible for any fraud or Malpractice.

11.4 If it is subsequently found that none of the Supplier Personnel was responsible for any fraud or Malpractice, the Purchaser shall pay the Supplier any amounts which have been withheld.

12 WARRANTIES

The Supplier represents and warrants that:

(a) the Products shall be supplied with full title guarantee;

- (b) the Products shall be free from defects in materials and workmanship and from any adulteration, and shall not contain any foreign matter, shall be of satisfactory quality and shall conform to and in all respects in accordance with the specifications set out in the Order and any other specifications, standards, procedures and requirements agreed in writing between the parties from time to time;
- (c) the Products shall not infringe the Intellectual Property Rights of a third party;
- (d) it is and shall be entitled to supply the Products to the Purchaser without recourse to any third party and undertakes that it shall not, during the term of a Contract, enter into any contract or accept any obligation inconsistent or incompatible with the Supplier's obligations under any Contract;
- (e) all information provided to the Purchaser under any Contract, by or on behalf of the Supplier, is and will be accurate in all respects, and that such information may be provided without recourse to any third party; and
- (f) in performing its obligations under these Conditions and any Contract it shall comply with all Applicable Laws.

13 INDEMNITY

The Supplier shall indemnify the Purchaser from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by the Purchaser as a result of or in connection with:

- (a) any claim by any third party in respect of the Products as a result of the negligence of or breach by or fraud on behalf of the Supplier;
- (b) breach of any warranty given by the Supplier in relation to the Products including any failure to remedy the Products;
- (c) any claim, demand or action alleging that the provision and/or use of the Products has infringed any Intellectual Property Rights of a third party.

14 INSURANCE

- 14.1 Without prejudice to the indemnities given by the Supplier, the Supplier shall for so long as it is party to a Contract with the Purchaser maintain in force at its own expense such insurances as are appropriate for the nature of the Products to be provided under a Contract and as required by Applicable Law.
- 14.2 The Purchaser may require the Supplier to provide details of the insurance policies that it holds, may

inspect such policies at any time on reasonable notice and shall be supplied with the current premium receipt from time to time on demand.

- 14.3 The above policies shall be maintained in during the period in which the Supplier is supplying Products to the Purchaser under a Contract and for a period of 6 years from the last day of any such Contract.

15 TERMINATION

- 15.1 The Purchaser may terminate a Contract with immediate effect by giving the Supplier notice if:
 - (a) the Supplier commits any breach of any of these Conditions or of any other provisions of any Contract;
 - (b) the Supplier commits a persistent breach regardless of whether such breach is minor, trivial or capable of being remedied;
 - (c) the Supplier becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended); the Supplier ceases or threatens to cease to carry on the whole or a substantial part of its business; any distress or execution is levied upon the Supplier's property or assets; the Supplier makes or offers to make any voluntary arrangement or composition with its creditors; any resolution to wind up the Supplier (other than for the purpose of a *bona fide* reconstruction or amalgamation without insolvency) is passed, any petition to wind up such other party is presented or an order is made for the winding up of the Supplier; the Supplier is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; a receiver or administrative receiver is appointed over all or any of the Supplier's undertaking property or assets; any bankruptcy petition is presented or a bankruptcy order is made against the Supplier; an application is made for a debt relief order, or a debt relief order is made in relation to the Supplier; the Supplier is dissolved or otherwise ceases to exist; or the equivalent of any of the events described in this Condition occurs in relation to the Supplier under the laws of any jurisdiction.

- 15.2 Termination shall not affect either of the parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

16 FORCE MAJEURE

Neither party shall be liable for any breach of a Contract directly or indirectly caused by a Force Majeure Event.

17 GENERAL

- 17.1 The Supplier shall not, without the written consent of the Purchaser assign, transfer, grant any security interest over

- or hold on trust any of its rights or obligations under these Conditions or under any Contract or any interest in them.
- 17.2 The Supplier may not subcontract any of its rights or obligations (or both) under these Conditions or under any Contract without the prior written consent of the Purchaser. The Supplier shall remain responsible for all obligations that are performed by the Supplier Personnel as if they were acts or omissions of the Supplier.
- 17.3 Nothing in these Conditions is intended to or shall operate to create a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.
- 17.4 The parties do not intend any third party to have the right to enforce any provision of these Conditions or of any Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.5 These Conditions together with any Orders placed and Contracts formed under them are the entire agreement between the parties, and replace all previous agreements and understandings between them, relating to their subject matter.
- 17.6 No variation of these Conditions or of any Order or Contract shall be effective unless it is in writing and signed by or on behalf of each party.
- 17.7 The rights and remedies expressly conferred by these Conditions or by any Contract are cumulative and additional to any other rights or remedies a party may have.
- 17.8 Any notices required to be given under these Conditions or under any Contract must be delivered personally or sent by pre-paid first class post or facsimile transmission to the address or fax number provided by the relevant party. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 hours after posting (as evidenced by a certificate of posting) and a notice served by fax is served when the fax is sent (as evidenced by a successful fax confirmation).
- 17.9 These Conditions and any Contracts formed under them, together with and any non-contractual obligations arising as a result, are governed by and construed in accordance with English law, and the English courts have exclusive jurisdiction to determine any dispute arising in connection with Conditions and any Contracts formed under them, including disputes relating to any non-contractual obligations.