

1. General

These conditions comprise the entire bargain between Innov8 and the buyer for the supply of goods, and shall apply to all contracts for the supply by Innov8 of goods to its customers to the exclusion of any other terms including those, which the buyer may attempt to introduce. These conditions shall apply except as may be expressly agreed by Innov8 in writing and may only be varied with the express written consent of a director of Innov8. Any waiver made by Innov8 at any time shall not prejudice the exercise of its rights hereunder. 'Goods' means those goods, which are the subject of the contract of supply between Innov8 and the buyer. 'Buyer' means the customer and party to such contract as shown on the relevant order; 'contract' means any contract for supply formed by Innov8's acceptance of the buyer's order or the buyer's acceptance of Innov8's quotation. Clause headings are for convenience only and shall not affect the construction of the clause to which it relates.

2. Payment

All invoices are due for payment before the goods are dispatched, and for any credit customers, no later than the end of the month following that of delivery. Payment shall be made by bank transfer or Debit Card at Innov8's option. If payment is not made in full by the due date Innov8 may without prejudice to any other right or remedy and without notice revoke all credit facilities then available to the buyer and withhold all future deliveries. Time of payment is of the essence. The buyer shall not be entitled to withhold or set-off payment for goods delivered for any reason whatsoever. If the customer fails to make any payment due to the company under this agreement by the due date for payment (in accordance with our payment terms of 30 days from the end of month of invoice), then the customer may have to pay additional fees on the overdue amount in accordance with the late payments of commercial debts act 1998 (as amended). Such charges shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The customer shall pay the charges together with the overdue amount. The supplier reserves the right to refer any overdue amount to a third party agency or firm for collection and to add all and any costs associated with such referral to the overdue amount. This clause shall not apply to payments that the customer disputes in good faith. Credit facilities are subject to approval and limited by our credit insurance company. We are obliged to inform them of overdue payments.

3. Quotations and prices for goods

Quotations remain open for acceptance for a period of seven days and if not accepted within this period, are automatically withdrawn. All prices for goods are reviewed and amended annually, or if market conditions change. Innov8 may at any time amend prices at its discretion without notice.

4. Carriage

Innov8 reserve the right to charge their calculated cost of carriage & packaging on all deliveries, regardless of their invoice value (UK mainland only).

5. Value added tax

All prices quoted are excluding vat. Value added tax will be charged at the rate applicable at the time of invoice.

6. Description

Save as otherwise specified in writing by Innov8, the description of goods is given by way of identification only, and the use of such description shall not constitute in the contract a sale by description. Any statement, description or conditions contained in any catalogue or advertisement or communication or made verbally by any employee of Innov8 shall not be construed as enlarging, varying or overriding any of these conditions. Innov8 can only supply components for the production of number plates and made up number plates to customers that are RNPS registered. It is the individual's responsibility to obtain permission to use any copyrighted material, including images, logos or brand names. Innov8 do not accept any responsibility for the misuse of copyrighted material.

7. Acceptance of orders

Acceptance of orders shall be at the entire discretion of Innov8, but orders will normally be accepted subject to availability of goods. In the event of a shortage of supply of any goods, Innov8 reserve the right to supply only part of such orders, and, if necessary, to operate a quota System to share out available quantities of such goods in such proportion as it may in its entire discretion determine between all of its customers who place orders for the relevant goods.

8. Delivery – Claims for damage or shortages

Any claim for damage apparent on inspection or shortage of delivery shall be absolutely barred unless receipt of the goods has been signed for on delivery as 'damaged' or 'shortage on item...'. All claims must be received by Innov8 in writing within 48 hours of delivery in the case of deliveries to customers within the UK or 7 days of delivery in the case of deliveries to customers outside the UK ('export customers').

9. Delivery – General

- Whilst every effort is made to adhere to the delivery times stated by Innov8, such times are not guaranteed and Innov8 accepts no liability for any loss or damage arising from any delay in delivery.
- Save for contracts for supply of goods to export customers (see below), delivery shall be effected by Innov8 making the goods in question available at its premises for collection.
- Unless otherwise specifically agreed in writing, where Innov8 is responsible for delivering the goods to a delivery address nominated by the buyer then it does so as the buyer's agent (and at the buyer's risk) and may effect delivery of the goods by whatever means it thinks most appropriate.
- Where the buyer wrongfully fails or refuses to accept delivery of the goods, Innov8 may, at its option, charge the buyer reasonable storage charges until the goods are delivered, or sell the goods, account to the buyer and terminate the contract.
- A delay in making delivery shall not entitle the buyer to treat the contract as a whole as repudiated.
- Innov8 whilst endeavouring to effect prompt delivery, accepts no liability whatsoever for the consequences of any failure in delivery due to circumstances beyond its reasonable control.

10. Title and risk

- Risk in the goods shall pass to the buyer upon delivery.
- Notwithstanding sub condition 10(a), ownership, title and legal property in the goods will not pass to the buyer until payment has been made in full in the matter specified in these conditions together with the full price of any other goods the subject of any other contract with Innov8. This is often referred to as 'an all monies clause'.
- Until the time of actual payment to Innov8 of the total amounts owing in respect of the goods and any other goods as specified in sub condition 10(b) the buyer shall keep the goods as agent and trustee for Innov8 and shall store the goods in such a way that they are separately and readily identifiable as belonging to Innov8. (d.) If as a result of anything done or suffered by the buyer legal property in any goods passes to a third party or (notwithstanding the immediately preceding sub-condition) to the buyer before they have been paid in full, any proceeds of sale of other property representing such goods or into which such goods have been converted or incorporated shall be the property of Innov8 until the same have been paid for in full as aforesaid and any such proceeds of sale or other property shall be received and held by the buyer as agent and trustee for and to the order of Innov8.
- The buyer therefore stands in a fiduciary relationship to Innov8 and must strictly account to Innov8 for the goods or proceeds thereof until full payment has been received. (f.) Until payment in full has been made for the goods together with the final price of any other goods the subject of any other contract with Innov8, Innov8 shall have the right to repossess the goods and to enter through its agents or servants on the premises of the buyer (with such transport as may in the opinion of Innov8 be necessary) for this purpose and the buyer grants an irrevocable licence so to enter for such purposes to Innov8 and its agents and servants.
- The buyer's right to possession of the goods shall in any event cease if he, not being a company, commits an act of bankruptcy or if it, being a company, does anything or fails to do anything, which would

entitle a receiver or administrator to take possession of any assets or which would entitle any person to present a petition for winding up. Innov8 may for the purpose of recovery of the goods enter upon premises where the goods are stored or where they are reasonably thought to be stored and may repossess the same.

(h.) If the buyer has not received the proceeds of sale of the goods in the circumstances set out in sub-condition 10(d) the buyer will, if called upon to do so by Innov8, within seven days thereof assign to Innov8 all rights against the person to whom the buyer has supplied any of the goods or any product to chattel made from or with Innov8 goods and in default of such voluntary assignment he will after the expiration of a further two days after the said period of seven days be deemed to have assigned all rights as aforesaid.

11. Force majeure etc.

If events beyond Innov8's reasonable control prevent Innov8 from delivering any of the goods or complying with any other obligation of the contract by the appropriate delivery date or date for performance, such date shall be suspended for a reasonable period. If such events continue for a period of six months then Innov8 may without liability cancel the contract as regards such goods unless these either have been or are being in the course of being made or have been appropriated by Innov8 to the contract. Events such as war, act of God, riot, industrial action, default by sub-contractors or suppliers, labour disputes and a shortage of raw material are events beyond Innov8's reasonable control.

12. Return of surplus goods

The return of surplus goods shall only be accepted with Innov8 prior agreement in writing. All returned surplus goods shall be subject to a minimum of a 15 per cent handling charge to cover inspection, re-boxing etc.

13. Special orders

Any goods specifically manufactured for a customer that are outside Innov8's normal product range or made to order are supplied on the strict understanding that all representations, guarantees, conditions or warranties expressed or implied, statutory or otherwise are excluded to the fullest extent permitted by law.

14. Warranty

Subject to condition 13, Innov8 warrants that all goods supplied by it shall upon delivery be free from material defects. Innov8 will have the option to either credit or replace free of charge goods that are returned under warranty, as a complete discharge of its liability provided that:

- After inspection a fault is found that is attributable to Innov8's workmanship or use of materials.
- The goods were supplied within the last twelve months.
- Proof of purchase, through the quoting of invoice numbers is supplied.
- Full details of the alleged fault have been supplied to Innov8 on accompanying paperwork.
- There are no additional claims costs or compensation.
- The goods have not been subjected, in Innov8's opinion, to abnormal wear and tear, incorrect fitting, storage, handling, misuse or abuse.
- Innov8 will not be liable for any other products that are bonded, attached, formed, amalgamated with goods supplied by Innov8.

Number plate components are only warranted if they are used with other components supplied by Innov8 and using machinery and processes supplied or approved by Innov8. To avoid doubt, Innov8 are prepared to advise on systems to comply with warranty and current legislation. Where artwork is supplied, all proofs will be submitted for approval and Innov8 shall not incur any liability for any errors not corrected. Once a proof is approved any further alterations and additions will be charged. Any signs manufactured without customers' artwork approval are at customers' own risk.

15. Limits to Innov8's liability

Except in respect of death or personal injury caused by Innov8's negligence, Innov8 shall not be liable under or in connection with the contract for any indirect or consequential loss or damage (which includes loss of profit, interest and costs). Save as aforesaid, the entire liability of Innov8 under or in connection with the contract shall not exceed the price of the goods which are the subject of the contract.

16. Infringements

The buyer shall be solely responsible for the consequences of any infringement of a patent, trade mark, design, copyright or other intellectual property right resulting from the use by Innov8 of any specification drawing or other material supplied by the buyer or from the application of any motif jacquard or symbol (or drawing thereof) supplied by the buyer. The buyer shall fully indemnify Innov8 in respect of all costs, charges and expenses incurred by Innov8 as a result of any infringement or alleged infringement or from any claim that goods made to the buyer's specification do not comply with applicable law.

17. Separability

Each delivery of a quantity of goods shall be deemed to constitute a separate contract to which these conditions shall apply, provided that this condition shall be subject to and shall in no way effect Innov8's rights under condition 18 to suspend or terminate the contract in the circumstances there mentioned.

18. Termination through defect and otherwise

In the event of the buyer: defaulting in, or committing any breach of the contract, or becoming bankrupt or going into liquidation or having a receiving order or administration order made against it, suspending payment of debts or making any arrangement with creditors or upon Innov8 reasonably believing that any of such events is about to occur; Innov8 is entitled forthwith by notice in writing to determine the contract and any present or future delivery of goods without prejudice to its rights under these conditions or otherwise.

19. Exports

- The following conditions shall apply to contracts for the supply of goods to export customers:
- Unless otherwise agreed in writing Innov8 shall deliver the goods to a carrier nominated by Innov8 and the risk in the goods shall pass on delivery to the buyer. Where the buyer specifies the carrier, risk in the goods shall pass to the buyer on collection by the carrier.
- All insurance required to be effected by Innov8 in respect of transportation of the goods to the export customer shall be paid by the buyer prior to shipment unless agreed by Innov8 in writing.
- Payment shall be made in the currency specified on the relevant quotation or acknowledgement of order. The price quoted to the buyer shall exclude any foreign bank charges, which shall be paid in addition by the buyer.
- The buyer shall be responsible for complying with any legislation or regulations governing the export of goods from the UK, the shipment of goods, their import into the country of destination and for the payment of any duties on them.

20. Rights of third parties

A person who is not a party to this contract has no rights under the contracts (rights of third parties) act 1999 to enforce any term of the contract.

21. Severability

If any provision of these conditions is found by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

22. Jurisdiction

These conditions and any contract formed under them shall be governed by the laws of England. The buyer submits to the non-exclusive jurisdiction of the English courts.