

**RH DISPLAYS & EXHIBITIONS LIMITED**

**TERMS OF SUPPLY OF PRODUCTS & SERVICES**

**The Client's attention is drawn in particular to clauses 8.7, 8.8 and 9**

**1. Interpretation.**

- 1.1 In these Terms:-
  - "Business Days" means a day (other than a Saturday or Sunday or public holiday) when banks in London are open for business.
  - "Carrier" means the third party contracting with the Supplier for the carriage of the Products to the Delivery Location;
  - "Client" means the person named in the Order to whom the Supplier has agreed to sell or hire the Products and/or provide the Services in accordance with these Terms;
  - "Client IP" means existing Intellectual Property Rights belonging to the Client;
  - "Contract" means the contract between the Client and the Supplier for the sale or hire of the Products and/or the supply of the Services;
  - "Delivery Location" means the place stated in the Order to which the Products are to be delivered;
  - "Handover" means the completion of the Services provided by the Supplier to the Client, which shall be signified by the signing by the Client of a handover notice;
  - "Intellectual Property Rights" means patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
  - "Materials" means materials produced by the Supplier for the Client, whether for use in the provision of the Services and/or the basis for the Products, including, without limitation, hand rendered visuals or visual works (whether in an electronic or other form), or other media as the context may require;
  - "Order" means the Client's written order for the Products and/or the Services;
  - "Products" means any exhibition stand and associated structures and/or Materials ordered by the Client as set out in the Order, which are to be sold or hired to the Client;
  - "Services" means the services to be provided by the Supplier for the Client in accordance with the Specification, including but not limited to the design (including graphic design), manufacture and construction of the Products for a particular exhibition or event;
  - "Specification" means the specification as set out in the Order detailing the Products to be sold or hired and/or the Services to be provided by the Supplier to the Client;
  - "Supplier" means RH Displays & Exhibitions Limited;
  - "Supplier's Charges" means the charges for the sale or hire of the Products and/or the supply of the Services as set out in the Order or in any other published literature produced by the Supplier from time to time;
  - "Supplier IP" means all Intellectual Property Rights in the Products, the Materials and/or arising from the Services whether or not developed or produced for and on behalf of the Client, excluding any Client IP.
  - "Terms" means these terms and conditions under which the Products are to be sold or hired and/or the Services are to be provided by the Supplier to the Client.
- 1.2 Any reference in these Terms to a statute or any provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Terms are for convenience only and shall not affect interpretation.

**2. Entire Agreement.**

- 2.1 These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance upon any representations that are not expressly incorporated in these Terms. These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

**3. Basis of Contract**

- 3.1 The Supplier shall sell or hire the Products and/or supply and deliver the Services to the Client in accordance with the Order and the Terms. The Terms apply to all Contracts to the exclusion of all other conditions (subject to those agreed to from time to time by the Supplier in writing) including any conditions which the Client may purport to incorporate under any confirmation of Order or similar document.
- 3.2 All Orders shall be deemed to be an offer by the Client to purchase or hire the Products and/or purchase the Services pursuant to the Terms.
- 3.3 No Order submitted by the Client shall be binding on the Supplier unless and until accepted either in writing or otherwise by the Supplier.
- 3.4 Any variation to these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 3.5 Any quotation supplied by the Supplier shall not constitute an offer and shall only be valid for a period of 30 days from the date of issue and may be withdrawn or changed by the Supplier at any time by oral or written notice.

**4. Specification**

- 4.1 The Client shall be responsible for ensuring the accuracy of the Order and the Specification and shall supply any necessary information within a sufficient time to enable the Supplier to perform its obligations under the Contract in accordance with these Terms.
- 4.2 The Supplier shall not be liable in any way for any subsequent losses suffered by the Client as a result of the inaccuracy of the Order or the Specification or any failure or delay by the Client in supplying any necessary information.
- 4.3 The Supplier may correct any typographical or other errors or omissions in the Order or Specification or any other document without any liability to the Client.
- 4.4 The Supplier may at any time without notifying the Client make any changes to the Products and/or Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Products and/or Services.
- 4.5 The Client shall fully indemnify the Supplier and keep the Supplier fully indemnified against all costs, expenses and liabilities awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any industrial or Intellectual Property Rights of any third party arising from the supply of the Products and/or Services by the Supplier pursuant to the Contract.
- 4.6 No Order may be cancelled by the Client except with the agreement in writing of the Supplier on terms that the Client shall fully indemnify the Supplier against all loss (including loss of profit, loss of revenue and loss of business), costs (including the cost of all labour and Materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 4.7 Except for any existing Client IP, the Client shall not acquire any right or interest, and shall not use or disclose any Supplier IP or any further Intellectual Property Rights incorporated in the Order, the Specification or the Products or which are developed or produced for the Client by the Supplier under the Contract, without the prior written consent of the Supplier.

**5. Charges.**

- 5.1 The Client shall pay one half (50%) of the Supplier's Charges in cleared funds immediately upon acceptance of the Order by the Supplier ("Initial Due Date") and the remaining one half (50%) of the Supplier's Charges shall be paid by the Client in cleared funds within 30 days of the date of the Supplier's invoice ("Due Date").

- 5.2 The Supplier may invoice the Client for all or any part of the Supplier's Charges that are outstanding after the supply of the Products and/or Services and/or at any other time as may be agreed between the parties in writing.
- 5.3 Subject to any special terms agreed in writing between the parties, the Client shall pay the Supplier's Charges together with any additional sums which are agreed between the parties for the supply of the Products and/or Services or which (at the Supplier's sole discretion) are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Order or Specification or any other cause attributable to the Client.
- 5.4 The Supplier may vary the Supplier's Charges from time to time by giving not less than 3 months' written notice to the Client.
- 5.5 All charges quoted for the supply of the Products and/or Services are exclusive of VAT for which the Client shall be additionally liable at the applicable rate from time to time upon receipt of a valid VAT invoice from the Supplier.
- 5.6 In the event that payment is not received by the Supplier by either the Initial Due Date or the Due Date as set out in clause 5.1, the Supplier may:-
  - 5.6.1 charge interest on overdue invoices from the Initial Due Date and/or the Due Date on a day to day basis until full payment of the outstanding amount is received in accordance with the Commercial Debts (Interest) Act 1998 together with any regulations thereunder;
  - 5.6.2 cancel the Contract or suspend the supply of the Products and/or the Services; or
  - 5.6.3 appropriate any payment made by the Client to such of the outstanding invoices as the Supplier may deem fit.
- 6. Delivery**
- 6.1 Delivery of the Products shall be completed upon the arrival of the Products at the Delivery Location set out in the Order or such other location as the parties may agree in writing ("Delivery").
- 6.2 Delivery of the Products and, where the Services are to be supplied under the Contract, the Services, shall be performed on the date or dates specified in the Order or such other date as may be agreed between the parties in writing.
- 6.3 Notwithstanding clause 6.2, the Supplier shall not be liable for any delay in Delivery or failure to deliver the Products and/or perform the Services caused by a Force Majeure event or the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products and/or Services. Time for Delivery shall not be of the essence of the Contract unless previously expressly agreed in writing between the parties. The Products may be delivered in advance of the quoted delivery date on the Supplier giving reasonable notice to the Client.
- 6.4 Delivery of the Products shall be made either by the Supplier or the Supplier's nominated Carrier and the Supplier shall pay the cost of any carriage fees which shall be included in the Supplier's Charges. The parties acknowledge that Incoterm CPT of the Incoterms 2010 shall apply to any and all Contracts whether or not the Supplier itself, or its nominated Carrier, performs Delivery.
- 6.5 Where the Products and/or the Services are to be delivered in instalments, each instalment shall constitute a separate Contract to which the Terms relate and the failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms or any claim by the Client in respect of any one or more instalment shall not entitle the Client to treat the Contract as a whole as repudiated. The Supplier shall be entitled to render its invoice for those Products and/or Services so delivered.
- 6.6 If the Client fails to take delivery of Products or fails to give the Supplier adequate delivery instructions within 2 Business Days of the Supplier notifying the Client that the Products are ready, then delivery of the Products shall be deemed to have been completed at 9.00am on the second day after the day on which the Supplier notified the Client that the Products were ready and, without limiting any other right or remedy available to the Supplier, the Supplier may:-
  - 6.6.1 store the Products until actual delivery and charge the Client (in addition to the Supplier's Charges) for the reasonable costs (including insurance costs) of storage plus 1% of the net invoice value until delivery; or
  - 6.6.2 sell the Products at the best price readily obtainable and, after deducting all reasonable storage and selling expenses, if there is any shortfall below the Supplier's Charges under the Contract, invoice the Client for any such shortfall.
- 6.7 The Client shall grant the Supplier, its employees, agents and sub-contractors, during normal working hours, an irrevocable licence and access to the Delivery Location for the purpose of delivering the Products and/or Services in accordance with the Contract and, where the Contract stipulates that the Products are to be hired or the Supplier is to store the Products on behalf of the Client following any relevant exhibition or event, such licence and access shall be extended for a reasonable period following the relevant exhibition or event to allow the Supplier to remove the Products from the Delivery Location.
- 6.8 In the event the Contract provides that the Supplier is to hire the Products to the Client or the Supplier is to store the Products on behalf of the Client following any relevant exhibition or event, then the Supplier shall remove the Products and/or store the Products at its own expense and risk which may, at the option of the Supplier, be included in the Supplier's Charges.
- 7. Inspection/Defects**
- 7.1 The Client shall inspect the Products prior to Handover and unless the Supplier is notified on or before Handover that the Products supplied are not in accordance with the Contract or are defective, the Products shall be deemed to be free from any defect which would be apparent on a reasonable examination and to have been accepted by the Client.
- 7.2 The Client shall not be able to reject the Products following Handover.
- 7.3 Where the Client has validly notified the Supplier of a defect in the Products in accordance with clause 7.1, the Supplier shall be given a reasonable opportunity to inspect the Products and, if in the reasonable opinion of the Supplier the Supplier accepts that the Products do not conform with the warranty set out in clause 9.1, the Supplier may, in its sole discretion, either:-
  - 7.3.1 repair or replace the defective Products; or
  - 7.3.2 refund that part of the Supplier's Charges which have been received by the Supplier in cleared funds, in whole or in part.
- 8. Property and Risk**
- 8.1 Risk of loss or damage to the Products shall pass to the Client either from the time the Products are transferred to the Supplier's nominated Carrier or from the time the Products leave the Supplier's premises (if the Supplier is to perform Delivery) in accordance with Incoterm CPT of the Incoterms 2010.
- 8.2 Property and title to the Products shall, notwithstanding Delivery or Handover, remain with the Supplier until all sums due and owing by the Client to the Supplier on any account have been paid and received by the Supplier in cleared funds under all and any Contracts between the parties.
- 8.3 Pending transfer of the property in the Products:-
  - 8.3.1 the Client shall hold the Products as the Supplier's bailee and shall keep the Products separate from those of the Client and third parties and properly stored, protected, insured and identified as the Supplier's property; and
  - 8.3.2 the Supplier may, without limiting any other right or remedy it may have at any time require the Client to deliver up the Products to the Supplier and in default the Client hereby grants the Supplier a licence to enter upon any premises of the Client and of any third party where the Products may be stored and repossess the Products.
- 8.4 The Client shall not sell on or dispose of any of the Products without the prior consent of the Supplier and if the Client sells or disposes of any Products the Client shall hold

on trust for the Supplier and pay to the Supplier the full proceeds of sale forthwith upon demand by the Supplier.

8.5 If:

8.5.1 payment for any of the Products as set out in clause 5 is overdue in whole or in part; or

8.5.2 the Client becomes insolvent or bankrupt, or enters into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or passes a resolution for winding up or has a receiver, administrative receiver or manager appointed or enters into any composition or arrangement with its creditors or suffers any similar action in consequent of debt; or

8.5.3 in the opinion of the Supplier the Client is or is likely to become unable to pay its debts, or the financial stability of the Client is otherwise unsatisfactory;

then the Supplier shall be entitled to the immediate return of all of the Products sold by the Supplier or hired by the Supplier to the Client in which property has not passed to the Client and the Client hereby authorises the Supplier to recover such Products and hereby grants to the Supplier an irrevocable licence to enter any premises of the Client or under the control of the Client for that purpose. Such authorisation and licence shall be unaffected by the appointment of any receiver, manager, administrator or liquidator in relation to the Client. Demand for or recovery of any Products by the Supplier shall not of itself discharge either the Client's liability to pay the Supplier's Charges and take delivery of the Products or of the Supplier's right to issue proceedings for any sums due.

8.6 Where the Products or part of the Products are hired by the Supplier to the Client as specified in the Order or Specification:

8.6.1 risk in the Products shall pass to the Client in accordance with clause 8.1 and shall not pass back to the Supplier until the Products are back in the physical possession of the Supplier or its nominated Carrier; and the Supplier shall at all times retain property and title to the Products and the Client shall have no right, title or interest in the Products except as hiree; and

8.6.3 the Client shall not sell or dispose or attempt to sell or dispose of any Products, and shall not assign, mortgage, pledge or charge any part of the Products.

8.7 On occasions, the Supplier may be instructed by the Client to deliver or arrange for the delivery of certain goods or component parts belonging to third party manufacturers or suppliers ("Third Party Goods"). Where the Supplier, in its sole discretion, agrees to deliver or to arrange delivery of such Third Party Goods for the benefit of the Client, the Supplier shall not be liable to the Client or any third party for any loss or damage to such Third Party Goods, whether arising as a result of the Supplier's negligence or otherwise.

8.8 The Client hereby agrees to fully indemnify the Supplier and keep the Supplier fully indemnified in respect of all and any losses, liabilities, costs, claims, damages, demands and expenses (including professional fees and expenses) which the Supplier may suffer or incur as a result of any claim made by any third party manufacturer or supplier in respect of any loss or damage to Third Party Goods (howsoever caused), whether or not such claim is brought against the Supplier or the Client.

**9. Warranties and Liabilities.**

9.1 Subject to the following provisions the Supplier warrants that:-

9.1.1 the Products will correspond with the Order and the Specification; and

9.1.2 the Services will be provided by suitably qualified and experienced personnel using reasonable care and skill and, as far as reasonably possible, in accordance with the Order and Specification and at the intervals and within the times referred to in the Order.

9.2 The Supplier shall be under no liability under this warranty:-

9.2.1 in respect of any failure to follow the Supplier's instructions; or

9.2.2 if the Supplier's Charges have not been paid by the Initial Due Date and the Due Date.

9.3 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims arising from any information or instructions supplied by the Client (as set out in the Order or the Specification or otherwise) which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Client, its servants, agents or subcontractors.

9.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing the Contract or any failure to perform any of the Supplier's obligations in relation to the Services if the delay or failure was due to any cause beyond the Supplier's reasonable control.

9.5 Where a valid claim is made under this Warranty the Supplier may in its absolute discretion refund the Supplier's Charges for the Products and/or Services supplied in which case the Supplier shall have no further liability to the Client.

9.6 Subject as expressly provided in these Terms, and except where the Products and/or Services are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.7 This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

9.7.1 any breach of this agreement;

9.7.2 any use made by the Client of the Products and/or Services or any part of them; and

9.7.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

9.8 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

9.9 Nothing in this agreement limits or excludes the liability of the Supplier:

9.9.1 for death or personal injury resulting from negligence; or

9.9.2 for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier.

9.10 Subject to clause 9.9:

9.10.1 the Supplier shall not be liable for:

(i) loss of profits; or

(ii) loss of business; or

(iii) depletion of goodwill and/or similar losses; or

(iv) loss of anticipated savings; or

(v) loss of Products; or

(vi) loss of contract; or

(vii) loss of use; or

(viii) loss of corruption of data or information; or

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.10.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited the amount of the Supplier's Charges for the supply of the Products and/or Services.

**10. Termination.**

10.1 Either party may terminate the Contract at any time and without any further obligation to the other party by notice in writing if either party is in material or persistent breach of any of these Terms or fails to remedy any breach capable of remedy within 14 days of receipt of written notice from the other party, becomes insolvent or an order is made or a resolution is passed for the winding up of the other party (other than for the purpose of a solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets.

**11. Force Majeure.**

11.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock out, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of either party.

11.2 If any obligation under the Contract cannot be performed for a continuing period of 3 months as a result of one or more of the events described in paragraph 8.1 then either party may terminate the Contract by notice in writing to the other at the end of this period.

**12. Arbitration.**

12.1 Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1986.

**13. General.**

13.1 The Client may not assign any of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.2 A notice to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.

13.3 No waiver by the Supplier of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provisions.

13.4 If any provision of the Contract is held by a court or other competent authority or tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

13.5 The Client acknowledges and consents to the processing and disclosure by the Supplier of personal data relating to the Client relevant to any credit which may from time to time be afforded by the Supplier and to credit reference agencies, banks and credit insurers and that such organisations may process the data provided.

13.6 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to be subject to the jurisdiction of the courts of England and Wales.

13.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

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