



Attention is drawn to the terms and conditions set out below, in particular to clause 10 (limitation of DO's liability). They are binding upon all purchasers and govern all orders and contracts for the sale or supply of all products by DO.

In these terms and conditions ("Conditions") the following words and expressions shall have the following meanings:

"the Price" means the price of the Products, agreed between DO and the Purchaser at the date of order, including any discount terms.

"the Products" means the products sold or supplied by DO to the Purchaser including any labelling and packaging.

"the Purchaser" means the entity named in the order which buys or has agreed to buy the Products from DO.

"DO" means Design Objectives Limited, whose principal place of business is at Unit 90, Woolsbridge Industrial Park, Three Legged Cross, Wimborne, Dorset, BH21 6SP, United Kingdom.

1. ORDER AND ACCEPTANCE

1.1 These Conditions shall apply to and form part of all orders and other contracts for the sale or supply of the Products by DO to the Purchaser. Any terms and conditions in the Purchaser's order or enquiries inconsistent with these Conditions shall be of no effect unless agreed to in writing by a director of DO. All orders for the Products shall be deemed to be an offer by the Purchaser to purchase the Products in accordance with these Conditions.

1.2 The acceptance of orders for the Products shall be at the entire discretion of DO.

2. PRICES

2.1 DO will supply the Products to the Purchaser at the Price.

2.2 Unless otherwise agreed in writing from time to time, the Price is inclusive of normal packaging and freight and delivery charges and exclusive of VAT and other applicable taxes, duties or levies all of which are payable by the Purchaser in addition to the Price.

2.3 Any order with a net value of £150 or less, or Euro 250 or less will be subject to an additional handling charge of £10 or Euro 15.

3. RETAIL

3.1 For the UK domestic market, DO generally publishes suggested or recommended retail prices for its products (SRP's or RRP's). The Purchaser is, however, entirely free to resell the Products at whatever price it considers appropriate.

4. PAYMENT

4.1 The time of payment shall be of the essence of any order or other contract to which these Conditions apply. Payment is to be made by the Purchaser within 30 days of the end of the month following the date of the invoice.

4.2 In no event shall the Purchaser be entitled to make any deduction from any payment for an order due to DO in respect of any set-off or counterclaim.

4.3 In addition to any other rights or remedies which DO might have, if the Purchaser fails to make any payments due to DO hereunder, DO shall be entitled to charge (in addition to such sums) interest on the outstanding amount at 3% above the base rate quoted daily by The Royal Bank of Scotland plc calculated on a daily basis from the date payment becomes overdue until the date

payment is received.

4.4 Payment shall be made by the Purchaser in GBP or Euro as instructed by DO by bank transfer (which for the avoidance of doubt shall include direct debit) or cheque to such bank account as DO may from time to time notify in writing to the Purchaser.

4.5 Payment shall be construed as being received at the time that DO's bankers receive the cleared funds from the Purchaser's bankers.

4.6 DO shall be entitled to allocate payments received from the Purchaser against any invoice issued to the Purchaser that is due for payment.

5. PASSING OF PROPERTY AND RISK

5.1 The Products shall be at the Purchaser's risk from delivery.

5.2 Whether or not risk in the Products has passed, property in the Products shall not pass from DO until DO has received payment in full (in cash or cleared funds) of

(a) all sums due to it in respect of the Products (including but not limited to the Price); and

(b) all other sums which are or which become due to DO from the Purchaser

and, until such payment, the Purchaser shall hold the Products to the order of DO. DO may bring an action for the Price notwithstanding that property in the Products has not passed to the Purchaser.

5.3 Until such time as property in the Products has passed to the Purchaser, the Purchaser shall ensure that the Products are securely stored at no cost to DO separately from all other goods in the Purchaser's possession and marked in such a way that they are clearly identified as DO's property and easily removable by DO. The Purchaser shall ensure that the Products are properly maintained in the condition in which they were delivered and shall make good any damage or deterioration.

5.4 The Purchaser may resell the Products in the ordinary course of its business before property in the Products has passed to it provided that any sale is a sale of DO's property on the Purchaser's own behalf and is made by the Purchaser acting as principal. The Purchaser shall be deemed to have sold all products of the kind sold by DO to the Purchaser in the order in which they were invoiced to the Purchaser.

5.5 Until such time as property in the Products passes from DO:

5.5.1 the Purchaser shall not part with possession of the Products save as a result of a resale pursuant to clause 5.4; and

5.5.2 the Purchaser shall upon request deliver up to DO such of the Products as have not been resold. If the Purchaser fails to do so DO may, during business hours, without notice enter upon any premises owned, occupied or controlled by the Purchaser where the Products are situated or where DO reasonably believes the Products are situated and repossess the Products and the Purchaser; and

5.5.3 grants DO an irrevocable licence for this purpose.

5.6 The Purchaser shall not pledge or in any way charge by way of security for any indebtedness any of the Products which are the property of DO. Without prejudice to the other rights of DO, if the Purchaser

does so all sums owing by the Purchaser to DO in relation to the Products shall forthwith become due and payable.

5.7 The Purchaser shall insure and keep insured, until property in the Products passes to the Purchaser, the Products to the full Price against "all risks" to the reasonable satisfaction of DO from the time of delivery of the Products, and shall whenever requested by DO produce a copy of the policy of insurance.

5.8 The Purchaser shall leave in position and not cover, deface or erase any notices or other marks (including serial numbers and notices that a patent, trade mark, design or copyright relating to the products is owned by DO or a third party) which DO may place on or affix to the Products.

6. DELIVERY

6.1 Delivery shall take place on the first to occur of the following as agreed between the parties:

6.1.1 delivery of the Products to the Purchaser's premises

6.1.2 delivery of the Products to the agreed point of loading.

6.2 Any delivery dates requested by the Purchaser or estimated by DO are approximate only and time of delivery shall not be of the essence, nor may the Purchaser make it so without DO's prior written agreement. DO will use its reasonable endeavours to deliver in accordance with the delivery schedule agreed between the parties.

6.3 If the Purchaser refuses to agree a reasonable delivery date, does not respect an agreed delivery date or does not tender payment or provide DO with such documentation as it shall reasonably require in order to effect delivery, DO:-

6.3.1 may either effect delivery at the Purchaser's expense by whatever means it thinks most appropriate or arrange storage at the Purchaser's risk and expense pending delivery; and

6.3.2 may, upon giving the Purchaser 24 hours prior notice and the option to accept delivery within that timescale, re-sell or otherwise dispose of the Products or part of them without prejudice to any other rights DO may have against the Purchaser for breach of contract or otherwise.

6.4 DO shall be entitled to deliver the Products by instalments and in such case each instalment shall constitute a separate contract and any failure or defect in delivery of any one or more instalments shall not entitle the Purchaser to repudiate the contract as a whole nor to cancel any subsequent instalment.

6.5 The Purchaser must inspect the Products upon delivery and inform DO in writing within 48 hours of any products which are delivered in a damaged or defective state or of any shortfall in the quantity of any delivery. Any shortfall in the quantity of Products delivered from that stated in any contract to which these Conditions apply shall not give rise to a claim for damages for breach of contract solely as a result of such shortfall, but the Purchaser shall only be obliged to pay at the contract rate for the quantity of Products delivered.

6.6 Non-delivery must be reported by the Purchaser by telephone within 48 hours of the agreed date of delivery and confirmed in writing within 5 days of the agreed date of delivery.

7. RETURN OF PRODUCTS



The Purchaser shall have no right to require DO to take back and to give credit for non-defective Products delivered to the Purchaser in accordance with clause 6.1.

7.2 Should the Purchaser prove to the satisfaction of DO that Products supplied are not in accordance with the specifications of the order or are defective by way of faulty material or workmanship, DO may at its discretion request the return of the Products in question for repair or replacement or issuance of a credit note to the value of the Products concerned.

7.3 DO cannot be held responsible for lost returns (save where lost by DO).

8. DEFAULT AND PURCHASER'S INSOLVENCY

8.1 In the event that:

8.1.1 there is any default or breach of any of the Purchaser's obligations under these Conditions, including without limitation any failure to make any payments due to DO hereunder; or

8.1.2 the Purchaser shall make or offer to make any arrangement or composition with creditors, or any petition or receiving order is presented or made against the Purchaser, or (if the Purchaser is an individual) any order or petition for the Purchaser's bankruptcy shall be made or presented or (if the Purchaser is not an individual) any order, resolution or petition to wind it up shall be made, passed or presented, or a receiver, manager or administrative receiver of all or any of its assets shall be appointed, or an administrator shall be appointed, an application for an administrator's appointment made or a notice for an administrator's appointment filed, or the Purchaser becomes insolvent, or the Purchaser undergoes any similar or analogous process to the foregoing in any jurisdiction; or

8.1.3 there is a material change in the control or ownership of the Purchaser, then (without prejudice to any other remedies DO might have) in any such case, the Purchaser's right (under clause 5.4 or otherwise) to resell Goods in which title has not passed to it shall immediately terminate and outstanding unpaid invoices rendered by DO in respect of the Products shall become immediately payable by the Purchaser and (except where DO exercises its rights under clauses 8.1.4, 8.1.5 or 8.1.6) invoices in respect of Products ordered and delivered prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice and DO shall be entitled to:-

8.1.4 refuse to make delivery of any further consignment of any Products agreed to be supplied, including cancelling any outstanding delivery or stopping any Products in transit; and/or

8.1.5 cancel or suspend any current or future order or other contract to which these Conditions apply (either in whole or part) by notice in writing to the Purchaser; and /or

8.1.6 sell or otherwise dispose of to a third party any Products which are the subject of any order by the Purchaser and which have not yet been delivered.

8.2 In the event any contract to which these Conditions apply is terminated by DO under clause 8.1 the Purchaser shall indemnify DO against all losses arising out of such termination. Such losses shall be deemed to include loss of profits, the cost of work in progress, labour costs and the cost of any materials or components purchased by DO

for use in manufacturing the Products for the Purchaser which were not so used and which DO will be unable to use in future in the production or manufacture of any other products.

8.3 Termination of any contract to which these Conditions apply shall be without prejudice to any rights accrued in favour of either party prior to the date of such termination.

9. FORCE MAJEURE

9.1 If DO is prevented from fulfilling any order or contract or otherwise fulfilling its obligation within a reasonable time by force majeure, it will notify the Purchaser of the delay. DO shall be under no liability to the Purchaser and shall be entitled to extend the time or times for delivery or otherwise performing such contract for so long as such cause of prevention or delay shall continue.

9.2 For the purpose of these conditions "force majeure" shall be deemed to be any cause affecting the performance of these conditions arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of DO.

10. LIMITATION OF DO'S LIABILITY

10.1 DO's liability (if any) whether in contract, tort (including, without limit, negligence) or otherwise in respect of any defect in the Products, or for any breach of these Conditions, or of any duty owed to the Purchaser in connection with them shall be limited to the amount of the Price.

10.2 DO shall not be liable for:

10.2.1 any delays in delivery; or

10.2.2 any minor variations in colour, texture, shade and/or general appearance of the Products; or

10.2.3 any loss of profit or goodwill suffered or incurred by the Purchaser or any third parties; or

10.2.4 any indirect or consequential loss of any kind whatsoever; or

10.2.5 the cost of substitute goods.

10.3 For the avoidance of doubt, nothing in these Conditions shall exclude or restrict DO's liability:

10.3.1 for any fraudulent misrepresentation made to the Purchaser on which the Purchaser relied in entering into any contract made under these Conditions; or

10.3.2 in relation to any statutory implied conditions as to title in the Products; or

10.3.3 to any person for death or personal injury to that person resulting from DO's negligence; or

10.3.4 under consumer protection legislation to a person who has suffered physical injury caused wholly or partly by a defect in the Products or to a dependent or relative of such a person.

11. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

11.1 All patent, trade mark, copyright or other industrial or intellectual property right relating to Products manufactured by or on behalf of DO shall as between DO and the Purchaser remain DO's absolute property and shall not be disclosed or copied without the Company's written consent.

11.2 Other than for matters arising as a result of willful default or negligence on the part of DO, the Purchaser shall indemnify DO in

full against all costs, howsoever incurred, that it may incur as a result of third party claims against DO relating to the sale to or use of the Products by the Purchaser and/or Purchaser's customers.

12. DESCRIPTION AND SUITABILITY

12.1 DO makes no representation as to the fitness of the Products for any particular purpose and shall be under no liability whatsoever to the Purchaser in respect of any loss caused to the Purchaser by reason of the Products being unfit for any particular purpose unless the Purchaser informs DO in writing in advance of such purpose and DO fails, if it knows that such is the case, to inform the Purchaser that the Products will not be fit for such purpose.

13. GENERAL

13.1 The Purchaser shall keep confidential at all times any and all information, data and other items ("Information") received from DO which are marked "Confidential" or which may by their nature reasonably be considered to be confidential. This obligation shall not however apply to Information which is in or, without breach of this obligation, comes into the public domain or which is already in the Purchaser's possession without obligation of confidence.

13.2 The Purchaser may not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any person whatsoever. These Conditions shall not confer any benefit upon any person who is not a party to the contract between DO and the Purchaser.

13.3 These Conditions shall constitute the entire agreement between DO and the Purchaser and any modification to these Conditions will be binding only if it is evidenced in writing, signed by a Director of DO and such evidence contains a specific reference to these Conditions being modified. The Purchaser confirms that in entering into its contract with DO it has not relied upon any matter not set out in these Conditions and acknowledges that, except in relation to fraudulent misrepresentation, DO shall not have any liability for pre-contract statements, representations or similar.

13.4 Each of the above provisions and the separable parts thereof shall be construed as independent and standing on its own. Should any part of these Conditions be or become partially or totally invalid or for any reason unenforceable it shall be deemed deleted and none of the other provisions or parts thereof shall be invalidated or affected in any way and shall remain in full force and effect.

13.5 A failure by either DO or the Purchaser to enforce any right conferred upon it by these Conditions shall not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

13.6 If one party needs to give a formal notice to the other, it shall do so in writing, sent by international courier (if to or from a non-UK address) or pre-paid first class post (if to and from a UK address) to the recipient's registered office address or, alternatively, to the recipient's address set out on its most recent order and/or invoice. A notice given in this way shall be deemed to have been served on the second day after the date of posting.

13.7 Any contract to which these Conditions apply (and these Conditions themselves) shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.