

TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Customer/Client/Buyer" means the organisation or person who buys Goods from Pure Pixels Limited;
- 1.2 "Goods/Service" means the articles to be supplied to the Customer by Pure Pixels Limited;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time – This is always available at purepixels.co.uk;
- 1.5 "Seller/Us/We" means Pure Pixels Limited and its Employees.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to any and all contracts for the sale of Goods or Services by Pure Pixels Limited to a customer to the exclusion of all other terms and conditions referred to, offered or relied on by the customer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the customer, unless the customer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Pure Pixels Limited in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Pure Pixels Limited.

3 PRICE AND PAYMENT

- 3.1 The price shall be that in Pure Pixels Limited current price list, or such other price as the parties may agree in writing. The price is Inclusive of VAT or any other applicable costs.
- 3.2 Payment of the price and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by Pure Pixels Limited unless otherwise agreed in writing.
- 3.3 The Pure Pixels Limited shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 10% per annum.
- 3.4 If payment of the price or any part thereof is not made by the due date, Pure Pixels Limited shall be entitled to:
 - 3.4.1 require payment in advance of delivery in relation to any Goods not previously completed;
 - 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the customer for non-delivery or any delay in delivery;
 - 3.4.3 terminate the contract.

4 DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the customer hereby affirms that it does not in any way rely on any description when entering a contract.

5 SAMPLE

Where a sample of the Goods is shown to and inspected by the customer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the customer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

6 DELIVERY

6.1 Unless otherwise agreed in writing, delivery of the Goods and services shall take place at the address specified by the customer on the date specified by Pure Pixels Limited. The customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2 The date of delivery specified by Pure Pixels Limited is an estimate only. Time for delivery shall not be of the essence of the contract.

7 RISK

Risk in the Goods shall pass to the customer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

8 TITLE

Title in the Goods shall not pass to the customer until Pure Pixels Limited has been paid in full for the goods or services.

9 LIABILITY

9.1 No liability of any nature shall be incurred or accepted by Pure Pixels Limited in respect of any representation made by Pure Pixels Limited, or on its behalf, to the customer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

9.1.1 the correspondence of the goods/services with any description;

9.1.2 the quality of the goods and/or services; or

9.1.3 the fitness of the goods/services for any purpose whatsoever.

9.2 No liability of any nature shall be accepted by Pure Pixels Limited to the customer in respect of any express term of this contract where such term relates in any way to:

9.2.1 the correspondence of the goods/services with any description;

9.2.2 the quality of the goods and/or services; or

9.2.3 the fitness of the goods for any purpose whatsoever.

9.3 All implied terms, conditions or warranties as to the correspondence of the goods to any description or the satisfactory quality of the goods or the fitness of the goods for any purpose whatsoever (whether made known to Pure Pixels Limited or not) are hereby excluded from the contract.

10 LIMITATION OF LIABILITY

10.1 Where any court or arbitrator determines that any part of Clause 10 above is, for whatever reason, unenforceable, Pure Pixels Limited will be liable for all loss or damage suffered by the

customer but in an amount not exceeding the contract price.

- 10.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of Pure Pixels Limited for death or personal injury as a result of Pure Pixels Limited's negligence or that of its employees or agents.

11 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of Pure Pixels Limited, and the customer shall do all that is reasonably necessary to ensure that such rights vest in Pure Pixels Limited by the execution of appropriate instruments or the making of agreements with third parties.

12 FORCE MAJEURE

Pure Pixels Limited shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Pure Pixels Limited shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as Pure Pixels Limited considers unreasonable, it may, without liability on its part, terminate the contract.

13 RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

14 ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of [COUNTRY] and the parties hereby submit to the exclusive jurisdiction of the [NATIONALITY] courts.