NEOS CREATIVE LIMITED

Terms and Conditions

For the supply of goods and services by Neos Creative Limited

These terms, together with the Estimate they are attached to, form the contract between Neos Creative Limited and the Client.

1. These Terms

1.1 These terms and conditions shall apply to all goods and/or services (together the "Goods and Services") supplied by Neos Creative Limited and its group companies ("Neos Creative", "we", "us", "our") to the client ("Client", "you", "your") named on the corresponding estimate or proposal, including those goods and services as set out in any estimate to which these terms are attached and any other proposal, estimate, scope of works or other document prepared or agreed by us setting out a description of Goods or Services to be provided by us (including, for the avoidance of doubt, any updates or revisions) (and in these terms any such document shall be an "Estimate").

1.2 These terms govern all contracts between Neos Creative and the Client for the provision of goods for sale or hire, design services, production services, building services, project management and delivery on any basis to the exclusion of all other terms and conditions including any terms and conditions set out in any purchase order or other document supplied by you that is in addition to or at variance with these terms, unless we expressly agree otherwise.

1.3 These terms together with an Estimate constitute the contract between us and you for Goods and Services (and "Contract" shall be interpreted accordingly). Any sample images, descriptive matter or advertising produced by us is produced for the sole purpose of giving an approximate idea of the Goods and Services to be provided and shall not form part of the Contract or have any contractual force.

1.4 No binding contract shall exist between us and you unless and until we have either received and accepted your signed Estimate or we have started providing Services to you.

1.5 No variation to these terms shall be binding unless agreed in writing between us and signed for and on behalf of Neos Creative by a director.

1.6 To the extent any terms in the Estimate contradict these terms, the Estimate will apply.

Definitions

The following terms have the meanings set forth below whenever they are used in these terms (and defined terms may also appear in the body of the text):

"Critical Dates"	means any key dates with respect to the provision of Goods and Services which may include the Event Date, as specified in an Estimate.
"Data Protection Legislation"	refers to all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time including the Data Protection Act 2018 and the UK GDPR.

“Deliverables”	means any Goods and Services to be provided by us to you as specified in the Estimate and any other documents, products and materials provided by us to you in relation to the Goods and Services.
“Intellectual Property Rights”	means all copyright, patents, trademarks and trade names, design rights, inventions, know-how and other intellectual property rights including applications for registration and right to make such applications.
“Event”	means any exhibition, event or production as specified in the Estimate in relation to which Goods and Services are provided.
“Event Date”	means the date of the Event as set out in the Estimate.
“Fees”	means all fees, costs and charges due from you to us in consideration of the provision of the Goods and Services.
“Force Majeure Event”	means any event beyond our reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party’s), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
“UK GDPR”	means European Union Regulation (EU) 2016/679 (General Data Protection Regulation) as such regulation is adopted into the law of the United Kingdom pursuant to the European Union (Withdrawal Act) 2018 and as amended by the Data Protection Act 2018 and any successor regulation or law.

2. Estimates

2.1 Any Estimate prepared by us will only be valid for the period of time specified. If you fail to accept the Estimate within the time period specified in the Estimate (if any), or in any event within a reasonable period of time, additional charges for the Goods and Services may apply.

2.2 You may request updates to any Estimate prepared by us subject to the payment of additional charges. We reserve the right to amend the Estimate at any time if required by any applicable statutory or regulatory requirements.

2.3 In order to enable us to supply the Goods and Services to meet the Event Date (and in order to achieve any Critical Dates specified in an Estimate) you agree to confirm and provide all information, documents, items and materials we reasonably require in connection with the Goods and Services including (but not limited to) all final details and specifications, together with any artwork, branded goods and designs to be supplied by you, by the deadlines set out in the Estimate or otherwise by such date or dates as we specify and in any event within a reasonable period. If you fail to comply with the provisions of this clause 2.3, we

will not be liable for any failure to provide the Goods and Services by the Event Date or to meet any other Critical Date.

2.4 If you request any additional services or require any changes to the Goods and Services that are not set out in the Estimate, we reserve the right to charge additional fees. Where reasonable we shall confirm an estimate of our additional charges in advance. If you decline to incur liability for the additional charges we will not be responsible or liable for any failure to deliver any part of the Event affected.

3. Our obligations

3.1 We will use reasonable endeavours to provide the Goods and Services to you, in accordance with the Contract in all material respects.

3.2 We shall provide the Goods and Services with reasonable skill and care in accordance with generally recognised industry practice and in accordance with any applicable laws.

3.3 We reserve the right to make changes to the Goods and Services which are necessary to comply with any applicable law or regulation or safety requirement or which do not materially affect the nature or quality of the Goods and Services and we shall notify you in such event.

3.4 We will use reasonable endeavours to provide the Deliverables in accordance with any performance deadlines set out in the Estimate including the applicable Critical Dates or as otherwise may be agreed in writing between the parties, and will notify you as soon as reasonably practicable in the event those performance deadlines are unlikely to be met.

3.5 We acknowledge that an Event Date is usually fixed, subject to agreed re-arrangement or force majeure (see below) however, in the event that we are unable to deliver the Goods and Services on the Event Date or otherwise in accordance with the Estimate due to your failure in meeting your obligations pursuant to these terms, we shall not be in breach of this Contract or otherwise liable for any failure to put on the Event and the Fees shall remain payable without deduction, set-off or counterclaim.

3.6 Any goods which are sold to you shall be of satisfactory quality and shall be fit for their purpose.

3.7 We agree to maintain in force for the duration of this Contract insurance policies with reputable insurance companies, against all risks that would be normal and prudent to insure against in connection with the risks associated with this Contract, and to provide to you on demand full particulars of that insurance.

4. Suppliers and sub-contractors

4.1 Subject to the terms of this Contract, you permit us to purchase or procure (as the case may be) goods and services from our third party suppliers and sub-contractors as may be appropriate and/or necessary in connection with the provision of the Goods and Services.

4.2 Unless otherwise specified in our Estimate we will charge for the cost of any third party suppliers and sub-contractors at cost plus 25%.

4.3 We will use our reasonable endeavours to secure competitively priced suppliers and sub-contractors. The Estimate may include provision for the payment of third party suppliers and sub-contractors, if the amounts actually payable to any such third party suppliers and sub-contractors (plus our margin of 25%) exceeds the amount specified in the Estimate then we will notify you as soon as practicable and you agree to discharge any additional amount notified to you.

4.4 By accepting an Estimate you agree that:

4.4.1 we shall be authorised to enter into agreements with suppliers and sub-contractors without further reference to you;

4.4.2 you shall at all times remain responsible for any costs incurred by suppliers and sub-contractors on your behalf in connection with the provision of the Goods and Services; and

4.4.3 we shall be authorised to pay suppliers and sub-contractors on your behalf in respect of any services provided by them in connection with the Goods and Services and you shall be liable to pay us for such charges in accordance with these terms.

5. Equipment and Goods Hire and Sale

5.1 Any goods or equipment that we have agreed to provide ("Equipment") as part of the Goods and Services shall be sold or hired to you as specified in the Estimate.

5.2 If we are incorporating any goods or materials supplied by you into any finished project then you agree to ensure that the goods or materials meet any specifications provided by us. You will be responsible for meeting any necessary delivery dates or times and unless otherwise agreed all applicable logistics costs including cost of delivery and installation shall be your responsibility.

5.3 We reserve the right to substitute or vary at any time any of the Equipment for similar items of equivalent quality, provided that such substitution or variance has no detrimental impact on the quality of the Goods and Services.

5.4 For the avoidance of doubt, we shall also be entitled to substitute the Equipment if we reasonably believe the intended items may not be suitable for the Event.

5.5 The party responsible for installation at the applicable Event will be responsible for the set up and operation of the Equipment and you agree to provide all reasonable assistance to any such installation partner.

5.6 Any Equipment we make available to you for hire shall at all times remain our property or the property of our suppliers or sub-contractors and you shall have no right, title, interest in or to the Equipment (save to the right of reasonable use pursuant to these terms).

5.7 You agree to:

5.7.1 make us promptly aware of any issue with, or concern you may have in respect of, the Equipment;

5.7.2 take reasonable care of the Equipment and use it for its proper purpose and where relevant in accordance with any manufacturer recommendations and instructions;

5.7.3 maintain the Equipment in good and substantial repair and condition;

5.7.4 keep the Equipment at the location at which it has been delivered;

5.7.5 notify us immediately of any material loss of or damage to the Equipment; and

5.7.6 yield up the Equipment following the Event in a condition equal to that as at the commencement of the hire period.

5.8 You shall be liable for any loss, theft or damage to the Equipment which occurs following delivery and installation of the Equipment, unless due to the direct act or omission of any of our employees, agents, consultants, suppliers or sub-contractors. You acknowledge that the Equipment remains at your sole risk during the hire period until such time as any such Equipment is collected by us.

5.9 Your liability under clause 5.8 above shall include the obligation to pay us an amount equal to the cost of repairing or replacing (as we may reasonably decide) the affected Equipment, together with such costs and losses as we may incur as a consequence of such loss, theft or damage.

5.10 Property in goods supplied by way of sale shall not pass until payment by you of all sums due under the Contract, until property in such goods passes you will hold them as bailee for us, shall store them separately from all other property of yours or any third party, marked so as to be clearly identifiable as belonging to us and will keep them insured against all usual risks in their full invoice value.

6. Client Obligations

6.1 You shall provide co-operation and support to us in our efforts to provide the Goods and Services. This includes providing us with all information we might reasonably request in order to provide the Goods and Services to you and responding to our communications within a reasonable timescale.

6.2 You agree to:

6.2.1 cooperate with us in the provision of the Goods and Services and ensure that any information you have provided us is complete and accurate;

6.2.2 where applicable, ensure that we and any relevant suppliers have reasonable access to the Event venue and other facilities as required by us to provide the Goods and Services and to deliver the Equipment;

6.2.3 where applicable, notify us as soon as reasonably practical of any changes to the set-up at the Event venue which may affect the provision of the Goods and Services; and

6.2.4 obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Goods and Services before the date on which the Goods and Services are to start.

6.3 You agree to maintain in force for the duration of this Contract insurance policies with reputable insurance companies, against all risks that would be normal and prudent to insure against in connection with the risks associated with this Contract, and to provide to us on demand full particulars of that insurance and the receipt for the then current premium.

7. Intellectual Property Rights and Licensing

7.1 Subject to clause 7.4, where any Deliverables are designed, created or otherwise developed by us for you pursuant to this Contract, the Intellectual Property Rights in, arising out of or in connection with such Deliverables shall be retained by us.

7.2 We hereby grant you a royalty-free, non-transferable, non-exclusive licence to use the Deliverables only for the purposes of receiving and using the Goods and Services in connection with the Event. You agree not to sub-license, assign or otherwise transfer the rights granted in this clause.

7.3 We hereby grant you a royalty-free, non-transferable, non-exclusive, perpetual licence for use of any Deliverables created specifically for your use after the Event if specified in the Estimate or agreed in writing by us.

7.4 You and your licensors shall retain ownership of all Intellectual Property Rights in relation to any documents, information, items and materials in any form, whether owned by you or a third party, which are provided to us in connection with the Goods and Services (“Client Materials”) and grant us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify the Client Materials for the term of this Contract for the purposes of supplying the Goods and Services to you and illustrating the Goods and Services as an example of our work in any promotional or advertising materials.

7.5 We warrant that the receipt and use by you of the Deliverables in connection with the Event (excluding any part of any Deliverable supplied by you or any third party) shall not infringe any third party Intellectual

Property Rights or other rights. We shall indemnify you against all liabilities, costs, expenses, damages and losses suffered or incurred by you arising out of or in connection with any claim brought against you, your agents, suppliers, sub-contractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt or use of the Deliverables.

7.6 You warrant that the receipt and use of the Client Materials shall not infringe any third party Intellectual Property Rights or other rights. You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, suppliers, sub-contractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt or use in the performance of this Contract of the Client Materials.

8. Fees and Payment

8.1 In consideration of the provision of the Goods and Services by us, you agree to pay the Fees as set out in the Estimate, pursuant to these Terms or as agreed between you and us.

8.2 Our payment terms will be set out in the Estimate, if not set out in the Estimate then our standard payment terms will apply as follows:

8.2.1 75% of the full price as set out on the Estimate immediately on acceptance of the estimate; and

8.2.2 The balance, including any sum arising under clause 8.7 or otherwise arising under these Terms within 30 days of our final invoice.

8.3 You agree to reimburse us for expenses (including travel, hotel and other out-of-pocket expenses) and any third-party costs reasonably incurred by us in connection with the provision of the Goods and Services.

8.4 Any third party costs which we agree to pay on your behalf to suppliers and sub-contractors in connection with an Event shall be immediately due and payable to us, and we will be entitled to require that any such costs are paid in advance of us paying the relevant supplier, or sub-contractor.

8.5 Amounts payable under this Contract are exclusive of VAT, export duties, and any other taxes, levies, fees and charges which shall be payable in addition where applicable.

8.6 The Fees shall be invoiced by us in accordance with the payment schedule specified in the Estimate.

8.7 We reserve the right by giving notice to you at any time before completion of the Goods and Services to increase the price of the applicable Contract in the following circumstances: (a) where additional work is performed at your request; and/or (b) to reflect any increase in the cost to us which is due to any factor beyond our reasonable control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the cost of labour, materials or other costs of performance) and/or (c) any failure to provide us with adequate information or instructions or cooperate with us; and/or (d) without prejudice to the generality of clause 8.7(b) above, to reflect any increase in the general index of retail prices published in the United Kingdom in the monthly digest of statistics by the Office for National Statistics or any index substantially replacing it.

8.8 All invoices shall be due and payable by you by the dates set out in clause 8.2 and in any event within thirty (30) days of the date of such invoice (the "Due Date") to a bank account nominated in writing by us from time to time. Without limiting any of our other rights or remedies, if you fail to make any payment due to us by the due date for payment, we may charge you interest on the overdue sum from the due date until payment of the overdue sum, and such other sums as may be payable in respect of the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to suspend all or part of the Goods and Services until payment has been made in full.

8.9 For the avoidance of doubt, we shall not be liable for any costs or damages incurred by you as a result of your delay, and where your delayed payment causes an increase in our costs, we shall invoice you for the additional costs before the conclusion of the Event.

8.10 All amounts payable to us under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Confidentiality

9.1 Both parties ("Receiving Party") shall keep in strict confidence all information concerning the business, affairs, customers or suppliers of the other party, and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other ("Disclosing Party"), its employees, agents or sub-contractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Contract, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of a Contract.

10. Data Protection

10.1 In this clause 10, the terms Personal Data, Data Controller and Data Processor shall have the meaning given to them in the UK GDPR.

10.2 For the purposes of this Contract, both parties may receive Personal Data. Where either party receives Personal Data as a Data Controller that party agrees to comply with Data Protection Legislation.

10.3 Throughout the term of this Contract, each party may process the Personal Data of the other party's employees as Data Controller (as defined in the UK GDPR) to facilitate contact and co-operation between us and to achieve our respective business interests.

11. Limitation of Liability

11.1 These terms set out our entire liability (including any liability for the acts or omissions of our employees, agents, suppliers and sub-contractors) to you in respect of:

11.1.1 any breach of these terms; and

11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Contract.

11.2 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or for any other liabilities which cannot legally be limited.

11.3 Subject to clauses 11.1 and 11.2:

11.3.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with any Contract shall be limited to 100% of the aggregate charges paid by you under the Contract; and

11.3.2 in no circumstances whatsoever shall we be liable to you in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, sales or

business, agreements or contracts, anticipated savings, damage to goodwill or business opportunity or loss of use or corruption of software, data or information or for any indirect, special or consequential loss or pure economic loss (whether or not reasonably foreseeable and even if we had been advised of the possibility of you incurring the same).

11.4 Both parties accept that the allocation of liabilities and risk between the parties as effected by these terms and in particular by clause 11.3 has been evaluated in accordance with the entire framework of these terms, taking into account such matters as the nature of the Goods and Services, price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise.

11.5 Except as expressly provided in these terms, we give no warranties or representations of any kind. All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by s12 Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this Contract.

11.6 We shall further have no liability to you where access to or participation in the Event is prohibited or delayed, or as a result of you failing to comply with your obligations under this Contract or our or our suppliers' or sub-contractors' reasonable requirements, requests and instructions in connection with the provision of the Goods and Services.

11.7 You acknowledge that we have no liability whatsoever for loss or damage arising out of or in connection with any act or omission of your employees, staff, suppliers and sub-contractors. Our liability for any loss or damage arising out of or in connection with any act or omission of our suppliers and sub-contractors shall be no greater than the level of liability accepted by us in our direct contracts with our suppliers and sub-contractors. Copies of these contracts will be made available to you on request. If you would like us to negotiate alternative terms with our suppliers or sub-contractors we will use reasonable endeavours to do so but we cannot guarantee any particular outcome and reserve the right to charge additional fees for this purpose.

12. Force Majeure

12.1 Neither party shall be liable to the other in any way whatsoever for failure, interruption, delay or any other matters of a similar nature whatsoever arising out of the occurrence of a Force Majeure Event.

12.2 The party affected by the Force Majeure Event shall:

12.2.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

12.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.3 If the Force Majeure Event persists for more than 8 weeks either party will be entitled to terminate this Contract on written notice to the other party.

13. Termination

13.1 Unless otherwise agreed in writing, the Contract will terminate immediately upon completion of the Goods and Services or upon cancellation in accordance with clause 13.2.

13.2 Without affecting any other right or remedy available to it, either party may terminate this Contract immediately on notice if:

13.2.1 the other party is in material breach of this Contract and, in the case of any breach capable of remedy, fails to remedy such breach within ten (10) days of receipt of written notice giving particulars of the breach and requesting it to be remedied; or

13.2.2 if any encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (except for the purposes of amalgamation or reconstruction not involving insolvency and in such manner that the entity resulting therefrom effectively agrees to be bound by or assumes the obligations imposed on that other party under a Contract) or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party or if the other party ceases or threatens to cease to carry on business.

13.3 If we terminate this Contract pursuant to clause 13.2.1 following a material breach by you, we reserve the right to charge you for an amount equivalent to the total of the Fees as set out in the Estimate, including any fees payable to third parties in connection with the provision of the Goods and Services, notwithstanding termination and the subsequent cancellation of the Event.

13.4 Without affecting any other right or remedy available to it, we may terminate this Contract with immediate effect by giving written notice to you if:

13.4.1 you fail to pay any amount due under this Contract on the due date for payment and remain in default not less than seven days after being notified to make such payment; or

13.4.2 you repeatedly breach any of the terms of this Contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Contract.

13.5 On termination of this Contract you shall:

13.5.1 immediately pay to us all of our outstanding unpaid invoices and interest, and in respect of the Goods and Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

13.5.2 return all Equipment (other than Equipment sold to you for which we have received payment in full), and if you fail to do so we may enter the premises at which the Equipment is located and take possession accordingly.

14. General

14.1 You agree and acknowledge that given the nature of our services we may provide goods and services to competitors of yours and that we are entitled to publicise our involvement with you on our website, in case-studies or by similar means of demonstrating a portfolio of work.

14.2 Any notice to be given under this Contract by either party shall be in writing and may be delivered to the other by sending it by courier, pre-paid first-class post, fax or email to the most recent address, fax number or email address notified by each party to the other. Notices will be deemed to have been received in the case of courier delivery, at the date and time shown on a signed delivery receipt, in the case of pre-paid first-class post 48 hours from the date of posting, and in the case of fax or email, at the time of its transmission if sent on a Monday to Friday other than a public holiday in England, or on any other agreed working day.

14.3 If any provision of these terms is or becomes invalid, illegal, void or unenforceable in whole or in part, such term or part shall to that extent be deemed not to form part of this Contract but the validity or enforceability of the remaining provisions and/or the remainder of the provision in question shall be

unaffected.

14.4 A party who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available outside of this Act.

14.5 All rights granted to you or us shall be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any term of this Contract shall not be a waiver of any of its rights under this Contract. No exercise, partial exercise or waiver by either party of any right under this Contract shall restrict or prejudice any further or other exercise thereof or the exercise of any other right granted by this Contract or otherwise available to it.

14.6 In these terms, “include” means “including without limitation” and similar expressions shall be construed accordingly.

14.7 This Contract or any part of it may not be assigned, sub-contracted, transferred, mortgaged, charged, delegated or dealt with in any other manner by you without our prior written consent. We may at any time assign, sub-contract, transfer, mortgage, charge, delegate or deal with in any other manner our rights and obligations under this Contract.

14.8 This Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.