

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In the following General Terms and Conditions, Warwick Equest Limited shall be referred to as "Warwick" and any person firm or company contracting with Warwick shall be referred to as "the Customer". "Goods" shall (subject as hereinafter provided) mean any goods, material or other things supplied by Warwick in the form in which it was delivered. "Services" shall mean any services agreed in a Contract to be provided by Warwick to the Customer. "Special Conditions" shall mean any special terms and conditions of Warwick applicable to any goods and/or services made available to the Customer.

### 2. TERMS AND CONDITIONS

These Terms and Conditions supersede all previous terms and conditions of contract made by Warwick for the sale or supply of any goods and/or services and apply to all such contracts to the exclusion of any other terms and conditions. All quotations by Warwick and all orders placed with Warwick, whether pursuant to a quotation or otherwise, of accepted by Warwick, shall be subject to the terms and conditions herein set forth. The giving of a purchase order shall constitute unqualified acceptance by the Customer of these Terms and Conditions. Any quotation by Warwick may be withdrawn without notice at any time before acceptance. No understanding or agreement between Warwick and the Customer which is not contained herein or in a contract incorporating these Terms and Conditions shall be binding upon Warwick. No variation or addition to any contract shall take effect unless and until it is confirmed in writing by Warwick. These Terms and Conditions are not capable of being varied by oral agreement and no variation shall be valid unless contained in a letter from Warwick signed by a Director of Warwick or the General Manager. All transactions are between Warwick and the Customer as between principal and principal provided that Warwick shall have the right to assign or sub-contract any of its rights and obligations in respect of any order accepted by it.

### 3. DELIVERY

Orders from customers are not binding on Warwick until Warwick's acceptance has been notified to them whether on or before delivery. If any Customer is not prepared to enter into a contract based on Warwick's Terms and Conditions, he should so inform Warwick in writing prior to placing an order, indicating the conditions to which he objects; Warwick will then prepare a revised quotation to take account of any additional costs or liability which it may sustain as a result of any amendment in such conditions, including (but without prejudice to the generality of the foregoing) the premiums for any additional insurances which Warwick may deem it necessary or prudent to effect. Conditions contained in Customer's order forms or other documents which are at variance with, or additional to Warwick's Terms and Conditions are not binding on Warwick unless specifically accepted and referred to in writing signed by a Director of Warwick or the General Manager and where so accepted by Warwick, will only apply to the particular order involved.

### 4. PRICING

- a) In the absence of agreement by Warwick to the contrary, prices will be Warwick's quoted price. All additional costs and expenses including all taxes and duties payable in respect of the goods and/or services sold at the time of delivery or thereafter shall be paid by the Customer and in the case of export from the United Kingdom the Customer will be responsible for complying with any legislation or regulations governing the importation of the goods and/or services into the country of destination and for the payment of any duties and taxes thereon.
- b) Prices quoted or agreed upon are based on costs of materials, rates of wages, taxes and import duties at the time of quoting or acceptance in the event of any increase in any costs (including, but without prejudice to the generality of the foregoing, the said costs) Warwick shall be entitled to increase its prices accordingly without notice unless otherwise agreed.

- c) Any loss or expenses occasioned to Warwick by cancellation or changes required by the Customer in materials, design, quantities or delivery terms from those on which the acceptance of order was based shall be paid by the Customer.
- d) If any special stipulations have been made which involve the inclusion of specific categories of additional costs and expenses in the price (eg. if the price has expressly been fixed upon the basis of "free", "F.O.B." or "C.I.F." delivery) all increases arising, after quotation or acceptance, in such additional costs and expenses and all additional costs and expenses which may be chargeable to Warwick arising or resulting from delay in shipment will be charged to the Customer.
- e) The currency of accounts shall be Pounds Sterling provided that in cases where it is necessary for Warwick to purchase goods, services or materials by reference to a currency other than Pounds Sterling then any increase in the Sterling equivalent caused by any variation in the rate of exchange between Pounds Sterling and such other currency occurring between the date of quotation and the date of payment shall be debited to the Customer.
- f) All quotations and prices are exclusive of value added tax.
- g) All taxes, excise duties, levies or charges required to be paid directly or indirectly by Warwick under any existing or future law whether in the United Kingdom or elsewhere in respect of any goods manufactured or supplied or services provided by Warwick shall be to the account of the Customer.

5. ACCEPTANCE

An order from a Customer must be accompanied by a purchase order showing sufficient information to enable Warwick to proceed with the order forthwith, otherwise Warwick is to be at liberty to amend the quoted prices to cover any increases in cost which may take place after Warwick accepts an order or, at its option, to cancel the contract in whole or in part.

6. PACKING

Unless otherwise stated in Warwick's tender or quotation packing materials are non-returnable and chargeable.

7. LIMITS OF CONTRACT

- a) Warwick's quotation or tender includes only such goods, services and work as are specified therein. Any deviation from its general terms involving extra expenses to Warwick will be charged extra. Warwick accepts no responsibility for extras or variations which are not ordered by the Customer in writing and confirmed by Warwick.
- b) Any samples supplied to the Customer shall be accepted by the Customer as supplied solely for information and as in no way importing any express or implied condition or warranty in respect of goods subsequently supplied.
- c) Warwick shall have no responsibility whatsoever for any damage, liability, cost, claim or expense suffered by the Customer or any third party through following any recommendations made by Warwick in good faith and in the belief that they are correct.
- d) Warwick reserves the right to alter the specification of their own goods and/or services without prior reference to the Customer provided that the goods and/or services comply in all known respects with the Customer's requirements.

8. SUITABILITY, DEFECTS AND TOLERANCES

- a) The Customer accepts the responsibility that goods and/or services stipulated by him are sufficient and suitable for his purpose and, unless Warwick's advice as to suitability of goods and/or services for their purposes or end use has been sought by the Customer and accepted. Warwick shall be under no liability in respect of any unsuitability therefore.

- b) Warwick shall be entitled to reject any claim arising out of goods which shall have been stored beyond their reasonable shelf life or in unsuitable conditions.

9. DELIVERY

- a) Any times quoted for despatch are to date from Warwick's acceptance of a written order to proceed and receipt by Warwick of all necessary information to enable Warwick to put the work in hand and to proceed uninterruptedly therewith. All such times are to be treated as estimates only not involving any contractual obligation unless Warwick has agreed in writing signed by a Director of Warwick or the General Manager specifically referring to this Condition that despatch or delivery within a specified time or by a specified date shall be of the essence of the contract. Any such contractual obligation is subject to the provisions of Conditions 13, 14 and 15 hereof and also to Warwick's not being delayed by instructions or lack of instructions from the Customer or for any of the causes referred to in Condition 16 hereof. The times quoted shall be increased by the period or periods of any such delay. If Warwick incur any liability for late despatch or delivery, such liability shall not include any consequential loss incurred by the Customer. Subject to the foregoing and to the overriding provisions of Condition 15(b) hereof, Warwick shall have no liability for any loss, injury or damage of any kind, direct or consequential, arising out of late despatch or delivery.
- b) Where goods and/or services are to be despatched/completed in instalments, each instalment shall, for all the purposes of these Terms and Conditions, be deemed to be the subject of a separate contract and Warwick shall incur no liability in not maintaining or complying with the specified rate of despatch and the Customer shall not have the right to cancel any contract due to any part of any order being delivered late.
- c) Unless otherwise agreed, Warwick shall be entitled to deliver the total weight or volume of any contract in containers of such weights and sizes, varying or otherwise, as it may decide.

10. PASSING OF THE RISK

The risk in the goods shall pass to the Customer when they are appropriated to the Contract notwithstanding that the property in the goods may not have passed to the Customer.

11. TERMS OF PAYMENT

- a) When no other terms of payment are expressly provided for by Warwick, accounts are strictly net 30 days from date of invoice. Warwick shall be entitled to charge interest at the rate of 3 per centum per annum above HSBC Bank base lending rate on all accounts due by Customers from the date on which payment is due until the date on which payment is made. The due date of payment shall not be postponed on account of additions, alterations, minor omissions, or defects to from or in the goods and/or services which do not substantially affect the commercial use of the goods and/or services.
- b) All payments shall be made without any deduction and the Customer shall not be entitled to deduct the amount of any claim which he may have against Warwick hereunder.
- c) In the event of any payment from the Customer being overdue or the Customer's failing to accept any delivery, Warwick may defer further deliveries whether under the same or another contract or contracts until all overdue payments are made and deliveries accepted or at its option may terminate any or all contracts with the Customer so far as they are not fulfilled without incurring any liability whatsoever.
- d) Warwick reserves the right to require from the Customer at any time security satisfactory to Warwick for performance of the Customer's obligations under any contract with Warwick. Refusal or failure by the Customer to furnish such security shall entitle Warwick to suspend deliveries until such security is furnished or to cancel all or any contracts with the Customer so far as they are not fulfilled without incurring any liability whatsoever and all the rights reserved pursuant to this Condition shall be exercisable by Warwick at any time during the subsistence of a contract.

12. PASSING OF PROPERTY IN THE GOODS AND LIEN

For the purpose of this Condition, and Condition 17 hereof, the expression "goods" shall, where applicable and lawful include goods which have been further processed after delivery by Warwick.

- a) The property in any goods supplied by Warwick shall not pass to the Customer until payment in full has been made to Warwick. At all times while the property in any goods in the possession of the Customer or its agent and supplied hereunder shall remain in Warwick, such goods shall be kept separate from all other goods held by the Customer or its agent and at all times identifiable as the property of Warwick.
- b) If any payment to Warwick is overdue in whole or in part, it may (without prejudice to any of its other rights) recover or resell any such goods as shall remain its property pursuant to sub-clause (a) of this Condition and it may enter upon the Customer's premises for that purpose. The Customer shall not be entitled to sell any goods supplied by Warwick until Warwick have been paid in full therefore. Nevertheless, where payment of all monies due to Warwick in respect of goods delivered to the Customer has not been made in full and the Customer has sold any such goods, the Customer shall be trustee for Warwick of the proceeds of sale thereof or (as the case may be) such part thereof as shall be equal to the monies due to Warwick in connection with such goods.
- c) The onus of proof that any particular goods have been paid for shall lie on the Customer.
- d) Any property of the Customer from time to time in the custody or under the control of Warwick shall be subject to a general lien to secure all monies for the time being owing by the Customer to Warwick and Warwick shall be entitled to sell the same and to retain the proceeds of such sale in reduction of the monies owing to it unless payment of all monies due from the Customer to Warwick shall have been made within 14 days of Warwick's giving notice of its intention to exercise its said lien and sell the said property.

13. COMPLAINTS

- a) Warwick shall be notified of any complaints as to quality or condition of any goods and/or services or their failure to correspond with specification in writing promptly and in any case within five days after delivery or where the defect or failure was not apparent on reasonable inspection within a reasonable time after discovery of the defect or failure.
- b) A claim lodged by the Customer shall lapse three months after Warwick's written repudiation of the Customer's claim if the Customer has not then reverted to the claim.

14. DAMAGE OR LOSS

- a) In no event shall Warwick be liable for any direct or indirect damage or loss, howsoever and by whomsoever caused or any claim except as provided for in these Terms and Conditions.
- b) If Warwick arranges carriage in circumstances in which it may assume any liability for the goods, such carriage shall be subject to the standard terms and conditions of the carrier. Notwithstanding the foregoing, Warwick reserves the right to refuse responsibility for goods lost or damaged in transit unless the Customer reports such loss or damage by separate notices to the carriers and Warwick, in the case of damage, within three days of receipt of the goods by the consignee and, in the case of loss, within such time as will enable Warwick effectively to claim against the carriers. Any loss or damage shall be deemed to have occurred after delivery unless the Customer proves the contrary.
- c) In no case shall Warwick be obliged to give the notice specified in Section 32 (3) of the Sale of Goods Act 1979.

15. LIMIT OF LIABILITY

- a) Provided that the goods have not been subjected to any processing beyond Warwick's control after delivery and that it is proved to Warwick's satisfaction that any goods or workmanship is defective, Warwick shall, at its option, either rectify or replace such goods or workmanship or credit the invoice value thereof to the Customer.

- b) In no case shall Warwick's liabilities in respect of any contract exceed an amount equal to the total contract price actually paid hereunder at the time when such liability arises.

Subject to the foregoing all conditions guarantees or warranties (whether express or implied by statute or common law) which may be lawfully excluded are hereby excluded from this contract save as set out on any quotation and neither Warwick nor its authorised representative shall have any liability for any loss, injury or damage of any kind, other than for personal injury or death direct or consequential arising out of any defect, failure in performance or shortage or excess quantity of any goods.

16. FORCE MAJEURE

Warwick shall be relieved of its obligations hereunder and of any liabilities herein contained whenever and to the extent to which the fulfilment of such obligations and liabilities is prevented, frustrated or impeded by conforming to any statute or any rule, regulation, order or requisition made thereunder or any consequence thereof, by war (whether declared or not) acts of public enemies, industrial disputes (including strikes, lockouts and other industrial action whether at the premises of Warwick or elsewhere), accidents, fire, flood, nuclear fallout, acts of God or any cause of like or different kind beyond the control of Warwick or any consequence thereof. In such circumstances, Warwick shall have the option either to terminate the contract or to extend the period for its completion without liability to the Customer and in the event of Warwick's electing to extend the period of the contract, it shall nevertheless have the right to cancel the contract within six months of notice by Warwick to the Customer of the decision to extend the contract.

17. DEFAULT

If the Customer shall make default in paying any sum of money due or shall become bankrupt or compound with or enter into any arrangement with his creditors or being a corporation shall enter into liquidation save for the purpose of amalgamation or reconstruction without insolvency or shall have a Receiver appointed of the whole or any part of its assets or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to the other rights of Warwick, it may at any time at its option withhold further deliveries under any contract and stop any goods in transit so long as the default continues or forthwith terminate any contract without notice and in either event exercise its rights under Condition 12 (b) hereof.

18. PATENTS, DESIGNS AND MARKS

- a) The Customer warrants that any formulation or instruction furnished or given by or on behalf of the Customer shall not be such as will cause Warwick to infringe any Letters Patent, Registered Design, Copyright or Registered Trade Mark in the execution of the Customer's order and the Customer indemnifies Warwick against any claims for infringement which may arise out of any such formulation of instruction. In the event of the Customer failing to take delivery of the whole or any part of an order produced to such formulation as aforesaid, then Warwick shall be entitled to sell such goods on its own behalf and the Customer shall nevertheless indemnify as aforesaid.
- b) The intellectual property rights in all designs concepts and know-how incorporated in goods supplied to the Customer by Warwick and not originally supplied by the Customer shall remain at all times the property of Warwick or any relevant third party owner of such rights and the Customer shall take no step which may challenge or endanger such proprietary rights of Warwick or any such third party owner.
- c) The Customer shall not use Warwick's name, logo or any other identification marks for the purpose of advertising or publicity without Warwick's prior written consent.

19. INDEMNITY

The Customer will indemnify and save harmless Warwick from all claims, suits, actions and proceedings whatever which may be brought by any third party on account of injury, loss, damage or expense for which, according to these Conditions, Warwick shall not be liable.

20. WAIVER

No forbearance, time or other indulgence allowed by Warwick to the Customer and no course of dealing between Warwick and the Customer shall prejudice or affect Warwick's rights strictly to enforce the provisions hereof.

21. LAW

This contract subjects exclusively to, and shall be interpreted in accordance with, English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Court. All notices and other communications and dealings between the parties, including legal proceedings, shall be in the English language.

22. ENFORCEABILITY OF TERMS AND CONDITIONS

The above Terms and Conditions shall apply (save insofar as they may be varied by written agreement signed by a Director of Warwick or the General Manager) so far as they shall be held to be lawful and enforceable. If any of these Terms and Conditions or any part of them shall be held to be unlawful or unenforceable then the above Terms and Conditions shall be read and construed as if such Term or Condition or part thereof as the case may be were omitted. Nothing herein contained shall be deemed to exempt Warwick from liability for death or personal injury in circumstances in which any such exemption would be contrary to law.

23. HEADINGS

Clause headings are for convenience only and shall not in any way affect the interpretation hereof.

## MARKET RESEARCH – SPECIAL CONDITIONS

These Special Conditions should be read in conjunction with our General Terms and Conditions, which are available from our office upon request.

1. GENERAL

All quotations will be dated and are valid for 90 days from that date. After that time Warwick reserve the right to revise the quotation.

If at any time the Customer requests that the specification is changed (e.g. method, sample size and structure, questionnaire length or content, project timing, etc.), Warwick reserve the right to revise the quotation.

2. PAYMENTS

Unless previously agreed in writing with Warwick, one half of all agreed costs will be invoiced on commissioning of any project, the balance upon reporting.

3. ADDITIONAL COSTS

Unless otherwise agreed, the production/reproduction, delivery/collection of stimulus materials or samples, etc., required to conduct the work are not included in quotations. Any such costs that are incurred, on the clients' behalf, will be charged at costs – plus a handling fee (typically 15%). These costs will appear on the final invoice or on a separate invoice as an additional cost.

4. CANCELLATION AND TERMINATION

If the project is cancelled or otherwise terminated by agreement between the Customer and Warwick, the final payment will be, unless otherwise agreed, the costs incurred up until termination. This includes management time and expenses plus any losses incurred by Warwick by reason of cancellation or termination.

5. SUB-CONTRACTING

Warwick reserves the right, where necessary, to sub-contract any part of a research project to recognised suppliers subject to our appropriate quality controls.

6. LIMITS OF LIABILITY

Warwick undertakes to maintain professional indemnity and public liability insurance to a minimum value of £250,000.

In no case shall Warwick's liabilities in respect of any project exceed an amount equal to the total contract price of the project actually paid at the time when such liability arises.

Warwick shall have no responsibility whatsoever for any damage, liability, cost, claim or expense suffered by the customer or any third party through following any recommendations made by Warwick in good faith and in the belief that they are correct.

7. PRODUCT TESTING

In circumstances where the project requires products to be tested (e.g. taste, touch, smell, etc.) the client would be responsible for taking out suitable product liability insurance and indemnify Warwick against any claim from adverse effects.

8. MARKET RESEARCH PROFESSIONAL CODE OF CONDUCT

Warwick are obliged to maintain the standards set out in the Market Research Society's Code of Conduct. It is deemed that they form part of these terms. A copy is available on request.

Under the codes, all materials relating to clients must remain confidential to person who are engaged in carrying out the project.

The information provided by respondents shall remain anonymous and will be held in compliance with the Data Protection Act 1998.

The research agency is entitled to destroy such materials (e.g. questionnaires, recording tapes, transcripts etc.) one year after the end of fieldwork without reference to the client.