

Imagination Purchase Order Terms & Conditions

1. Acceptance of Terms and Conditions; Changes

By accepting an Order (as defined in Section 2), you acknowledge that (a) you agree to these Terms and Conditions (the "**Conditions**") and (b) we have the right to revise and amend these Conditions without prior notice. We will notify you of any changes to these Terms and Conditions on this website ("**Site**"). You agree to refer back to the Terms and Conditions regularly. Your acceptance of any Order following our posting of any such changes shall mean that you accept such changes.

2. Definitions

In these Conditions the "**Company**" means the Imagination company identified in the Order, the "**Supplier**" means the person or company to whom the Order is addressed, and the Company and the Supplier shall each be a "**Party**", and together the "**Parties**". If so specified in an Order, Supplier agrees to sell and deliver to Company, Company authorised subcontractor(s), and affiliates of Company. Company will identify all authorised sub-contractors to Supplier in writing. The Conditions stated herein shall be binding on all subcontractor(s) and/or Company purchasing locations. Except where the context specifies otherwise, for all purchases made by Company's authorised subcontractor(s) or affiliate(s), for the purposes of such purchase the term "Company" shall refer to such Company authorised subcontractor(s) or affiliate(s). All invoices arising out of sales by Supplier to any authorised subcontractor(s) or affiliate(s) shall be submitted to such subcontractor(s) or affiliate(s) for payment. Company assumes no responsibility for the credit worthiness nor assumes any liability for any debt incurred by any subcontractor(s) or affiliate(s) for any Goods ordered subsequent to this Agreement. The "**Goods**" shall mean the goods and/or services (including deliverables resulting from services) specified in the Order, as the context requires. Where the Order is for the provision of services, reference to "*delivery of*" or "*supply of*" the Goods or similar shall be read, where the Contract (as defined below) permits, as meaning performance and/or supply of the services which the Supplier is required to provide in accordance with the Order. The "**Order**" means the Company's order to the Supplier in respect of the Goods either printed overleaf, or, otherwise provided separately. "**Background IPR**" means any intellectual property rights (other than Contract IPR, as defined below) belonging to either Party before the start of the Contract or not created in the course of or in connection with the Contract. "**Contract IPR**" means all intellectual property rights that arise or are obtained or developed by either Party, or by a third party on behalf of either Party, in respect of the Goods in the course of or in connection with the Contract. The Order constitutes an offer by the Company to purchase the Goods in accordance with these Conditions. The Order shall be deemed to be accepted by the Supplier on the earlier of (i) the Supplier issuing a written acceptance of the Order to the Company; (ii) the Supplier doing any act consistent with fulfilling the Order, at which point a contract shall come into existence in accordance with this Condition; or (iii) the Order not being rejected by Supplier within five (5) business days of receipt. Where the Supplier has entered into a Master Agreement with The Imagination Group Limited for the supply of services, then acceptance by the Supplier of the Order shall create a Services Contract (in accordance with, and as defined by, the Master Agreement) and the remainder of these Conditions shall not apply. Where there is no Master Agreement, acceptance by the Supplier of the Order shall create a contract (the "**Contract**") for the purchase of the Goods by the Company from the Supplier which shall

incorporate the Order and any terms included within together with any specifications, scope of works, drawings, these Conditions and all terms and conditions implied by law.

3. Conditions

These Conditions shall be incorporated into the Contract to the exclusion of any terms or conditions stipulated or referred to by the Supplier, and the Contract shall constitute the entire agreement between the Parties and supersede and extinguish all previous agreements existing between them, whether written or oral, relating to its subject matter. These Conditions shall be subject to such further 'special conditions' as may be prescribed in writing by the Company. In the event of any conflict, or apparent conflict, between the 'special conditions' and these Conditions, the "special conditions" shall prevail. No other terms, whether contained in a bid, estimate, acknowledgement, confirmation or invoice given by Supplier, shall in any way modify or supersede any of the terms of this Order or be binding on Company, and Company expressly rejects all such other terms which have not been accepted in a writing signed by Company's authorised representative. The use of Supplier's or Company's forms (other than an Order) is for convenience only and will have no effect with respect to this Order. Company shall have no obligation to purchase Goods (or services) exclusively from Supplier.

4. Fees

Unless otherwise agreed between the Parties in writing, the price for the Goods shall be as set out in the Order (the "**Fees**") and such Fees shall include, as applicable, insurance, all costs and expenses incurred by the Supplier in connection with the supply of the Goods, delivery (either to the Company's address as shown on the Order, or as otherwise specified by the Company), and the cost of packaging (see Condition 5 below). All prices quoted are fixed. It is not acceptable for the Supplier to quote a variable price or to stipulate prices at the date of delivery or otherwise. Unless stated otherwise in the Order, all prices quoted shall be exclusive of value added tax, sales tax and/or any other applicable duty or tax chargeable from time to time on the supply of the Goods ("**Taxes**").

5. Packaging

All Goods must be properly packaged to survive transit to the Company's stipulated address and to resist pilferage, corrosion, contamination, damage and deterioration or similar. All Goods shall be clearly and legibly labelled and addressed.

6. Payment Terms

The Supplier shall invoice the Company on, or at any time following, completion, or delivery of the Goods to the Company. Each invoice shall include any such supporting information required by the Company in order to verify the Goods, including, but not limited to the Order and/or the job number. Where any Taxes are chargeable on the Goods, the Supplier shall include details of such additional amounts to be paid on the relevant invoice as a net extra charge. Provided that the Company accepts the Goods (in accordance with Condition 7 below), the Company shall pay a correct and valid invoice in accordance with these Conditions within sixty (60) days after the date the invoice was received by the Company, unless stated otherwise in the Order. All invoices and payments shall be in the currency stated in the Order. In no event shall the Supplier invoice the Company for any amounts due hereunder later than one hundred and twenty (120) days after completion or delivery of the Goods. If a Party fails to make any

payment due to the other Party under the Contract then the other Party may charge the defaulting Party interest on the overdue amount at the rate of 3% per annum above the base lending rate of the Bank of England, as published from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

7. Delivery

The Supplier will deliver (and, where applicable, unload) the Goods at the stipulated address no later than the date for delivery stated in the Order, and within reasonable business hours (or at such time and place as may otherwise be agreed between the Parties). Time shall be of the essence of the Contract. The Company shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect and/or review them following completion or delivery. Following such inspection or review by the Company, the Company may either, accept the Goods, or, if the Company determines that the Goods do not conform with the requirements of the Contract, reject the Goods. Upon notice, Company may alternatively make inspection visit(s) at the site where the Goods are being designed or manufactured or Services performed. Upon request, Supplier shall provide Company with written or verbal reports relating to the status of its performance hereunder. Neither inspection, testing, delivery nor payment for the Goods or Services shall constitute acceptance thereof. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the price for the Goods on the invoice. If the Company rejects the Goods or the Supplier fails to deliver the Goods by the applicable date, the Company shall be entitled to, as applicable:

- (i) require the Supplier to return, repair or replace the Goods, at its sole risk and expense;
- (ii) refund all Fees, expenses, payments, deposits, charges or similar already paid by the Company to the Supplier and waive any further payments of Fees relating to such rejected Goods;
- (iii) recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party; and/or
- (iv) claim damages for any additional costs, loss or expenses incurred by the Company in connection with the Supplier's failure to deliver the Goods in accordance with these Conditions.

8. Force Majeure

In these Conditions "**Force Majeure**" shall mean all unforeseeable and unavoidable events beyond the reasonable control of the Supplier, which prevent or delay, in whole or in part, the carrying out of its obligations (e.g. fire, flood, accidents, terrorism, war, riots, insurrection, civil disturbance, acts of government, governmental regulations) but excluding transportation difficulties experienced only by the Supplier and excluding strike, lock out or other labour disputes involving the Supplier's workforce or the workforce of one of the Supplier's subcontractors or own suppliers. If, by some reason of Force Majeure, delivery is delayed for any period (the "**Force Majeure Period**"), then the Supplier shall, promptly, and in any event, within seven (7) days of the occurrence of a Force majeure, give written notice to the Company of the cause, and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the Company's opinion in the circumstances. If the Force Majeure Period exceeds fourteen (14) days, the Company shall have the option, by written notice to the Supplier, to terminate the Order forthwith, in whole or in part, and shall have no liability for

the whole or part so terminated. If any Fees have been paid by the Company to the Supplier prior to the Force Majeure for Goods not delivered, such Fees shall be reimbursed to the Company in full within fourteen (14) days of cancellation of the Order by the Company.

9. Documentation

- 9.1 All correspondence must quote the Company's official Order number and job number.
- 9.2 Invoices must be sent to the Company at the address specified on the Order and marked for the attention of the Finance Department.
- 9.3 Advice notes must be sent to the Company for and with deliveries effected against the Order.
- 9.4 Statements must be sent to the Company at the address specified on the Order.
- 9.5 The Company will not be deemed liable for any interest which the Supplier may consider to have accrued where late payment is made in respect of any invoices which fail to comply with these Conditions.

10. Quality and Standards

10.1 It shall be a condition of the Contract that the Goods comply in all respects with all applicable laws, regulations, standards, industry codes of practice, the terms of the Contract and any statements, representations or undertakings made by the Supplier or its representatives and/or agents prior to the issue of the Order.

10.2 The Supplier:

- 10.2.1 undertakes that all Goods supplied by it shall be of first class quality and fit for any purpose held out by the Supplier or made known by the Supplier to the Company, shall conform to the standards generally observed in the Suppliers industry, profession or trade, and shall be free from any defects in design, materials and workmanship (and shall remain so for at least twelve (12) months following delivery);
- 10.2.2 recognises that the Company has placed the Order relying upon the skill and expertise of the Supplier and any statements, representations or undertakings, whether written or oral, made by it;
- 10.2.3 shall co-operate with the Company and comply with all reasonable instructions given by Company for the duration of this Contract;
- 10.2.4 shall only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the obligations under the Contract are fulfilled;
- 10.2.5 shall ensure that the Goods conform with all descriptions, standards and specifications as notified by the Company to the Supplier;
- 10.2.6 shall provide all equipment, tools and vehicles as are required and use the best quality goods, materials, standards and techniques in order to deliver the Goods;
- 10.2.7 shall obtain and maintain at all times for the duration of the contract, all licences and consents which may be required to deliver the Goods; and
- 10.2.8 warrants that at the time of delivery to Company that it shall convey good and merchantable title to all of the Goods.

11. Passing of Property and Risk

Title in the Goods shall pass to the Company on delivery or, if earlier, as soon as they are allocated to the Contract,

but without prejudice to any right of rejection. The risk in the Goods shall pass to the Company on delivery.

12. Intellectual Property Rights

- 12.1. All Background IPR is and shall remain the exclusive property of the Party owning it.
- 12.2. The Supplier warrants that its Background IPR does not infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 12.3. The Supplier hereby assigns to the Company with full title guarantee by way of present and future assignment all its right, title and interest in and to the Contract IPR.
- 12.4. The Supplier shall procure the waiver in favour of the Company of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Goods.
- 12.5. The Supplier hereby grants to the Company an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Supplier's Background IPR included in the Goods and to licence the same to third parties.
- 12.6. The Supplier undertakes, at the Company's request and expense, to execute all deeds and documents which may reasonably be required to give effect to this Condition 12.

13. Cancellation

The Company shall be entitled to cancel the Order and/or the Contract at any time, effective immediately, by giving written notice to the Supplier. If the Company exercises this right of cancellation, and the Order relates to the supply of services, the Company shall be bound to pay a reasonable price for any work of first-class quality already completed by the Supplier, however, shall be free from all other liability.

14. Consequences of termination

- 14.1. On cancellation or expiry of the Contract, the Supplier shall promptly return all property belonging to the Company or its client and deliver all Goods and deliverables (whether or not then complete) to the Company. If the Supplier fails to do so, the Company shall be entitled to enter the premises of the Supplier to take possession of such property and/or deliverables and/or Goods. Without prejudice to the foregoing, the Supplier shall maintain the confidentiality of any materials or deliverables in its possession until returned to the Company, or destroyed, as may be instructed by the Company.
- 14.2. Cancellation of the Contract shall not affect any of the Parties' rights and remedies that may have accrued prior to cancellation, including the right to claim damages in respect of any breach of the Contract arising at or before the date of cancellation.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after cancellation or expiry of the Contract shall remain in full force and effect.

15. Liability

- 15.1. The Supplier shall be liable for, and shall indemnify and hold the Company, its affiliates, subsidiaries and its and their employees and other staff (collectively, the "Company Group") harmless against:

15.1.1. all demands, actions, costs, claims, proceedings, losses, damages, expenses (including legal costs and expenses) and liabilities of whatever kind ("Losses") suffered or incurred by each and any of the Company Group, any client of the Company Group or a third party arising directly or indirectly by reason of:

- (i) any breach or failure in due or proper implementation by the Supplier of the provisions of the Contract; and
- (ii) without prejudice to the generality of the foregoing the act, default or omission of the Supplier, its employees, subcontractors or agents or by faulty design, workmanship or materials; and

15.1.2. all costs and expenses incurred by the Company in doing anything or carrying out any works or operations in order to minimise or avoid any such Losses which may from time to time occur, or which the Company may from time to time anticipate to be likely to occur, including any product recall.

15.2. Without prejudice to the generality of the foregoing, the Supplier shall be liable for, and shall indemnify and hold each and any of the Company Group harmless against all Losses relating to or arising out of the death or injury of any person in connection with the performance of the Contract (save only to the extent that such Losses are caused by the negligent act or omission of the Company Group).

15.3. The Supplier shall provide to the Company Group and its insurers such assistance as the Company Group may reasonably require in connection with any such demands, actions, proceedings or claims (collectively, "Claim(s)").

15.4. The Supplier shall be liable for and shall indemnify and hold each and any of the Company Group harmless against all Losses suffered or incurred by the Company arising out of or in connection with any Claim alleging that the Goods infringe any intellectual property rights belonging to a third party and shall indemnify the Company Group against all litigation costs and damages (including legal costs) which the Company Group may incur in connection with any Claim for such infringement or for which any such person may become liable in any such Claim.

15.5. This Condition shall continue in full force and effect notwithstanding cancellation or expiry of the Contract by either Party.

16. Health and Safety; Corporate Responsibility

16.1. The Supplier shall be responsible for the health and safety of all persons engaged in the supply of the Goods and for all persons who may be affected by its activities. The Supplier shall procure that all works undertaken by it, and that the Goods supplied by it, comply with all of the Company's safety regulations and procedures and with applicable safety legislation, including (without limitation) the Health and Safety at Work etc. Act 1974 and any other health and safety legislation applicable to the Goods being delivered.

16.2. The Supplier warrants that it has the competence to perform the duties described in Condition 16.1 and that it will fully and properly perform those duties.

16.3. The Supplier shall promptly report any accident occurring on the Company's premises to one of the

Company's supervisors and shall record the same in the Supplier's Accident Book or similar.

16.4. In connection with the supply of the Goods and/or the Contract, the Supplier covenants that:

- (i) it shall not use child labour (including, without limitation, in the manufacturing or packaging of the Goods). The term "child" refers to a person younger than the age of completing compulsory education but in no case shall a person younger than the age stipulated by local laws be employed in the manufacturing of the Goods;
- (ii) it shall provide employees and/or other staff with a safe and healthy workplace in compliance with all applicable Laws. Supplier agrees to provide the Company with all information Company may request about the manufacturing or packaging facilities for the Goods;
- (iii) it shall only employ persons whose presence is voluntary. Supplier agrees not to use prison labour, or to use corporal punishment or other forms of mental or physical coercion as a form of discipline of its employees or other staff. Supplier shall ensure that no slavery or human trafficking is occurring within its supply chain or operations and, where applicable, it complies with the UK Modern Slavery Act 2015;
- (iv) it shall comply with all applicable wage and hour laws, including minimum wage, overtime and maximum hours. Supplier agrees to engage in fair employment practice as defined by applicable laws;
- (v) it shall not discriminate in its hiring and employment practices on grounds of race, religion, national origin, political affiliation, sexual preference or gender;
- (vi) it shall comply with all applicable anti-bribery laws and adhere to the Company's Bribery Policy (as is hereby notified to the Supplier at Condition 23) and, without prejudice to the generality of the foregoing, where applicable, to comply with the Foreign Corrupt Practices Act and/or the provisions of the UK Bribery Act 2010 (the "Act"), and to effect and maintain at all times adequate procedures designed to prevent persons associated (as defined in Section 8 of the Act) with the Supplier undertaking conduct described in Section 7(1) of the Act;
- (vii) it shall comply with all applicable anti-corruption and anti-terrorist financing laws (including, where applicable, the Criminal Finances Act 2017 and maintain at all times reasonable prevention procedures to prevent the facilitation of tax evasion; and
- (viii) it shall be liable for and indemnify and hold any and each of the Company Group harmless against, all Losses suffered or incurred by the Company Group, any client of the Company Group and/or any third party in connection with, or arising from, any breach or failure in due or proper implementation by the Supplier of its obligations under this Condition 16.

17. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company (or companies), public liability insurance with limits of indemnity of not less than five million pounds (£5,000,000),

or the equivalent amount in local currency for Contracts outside the UK, in respect of any one claim or incident and such other relevant insurance policies that are reasonably expected as best practice in the Supplier's industry, profession or trade including, but not limited to, employers' liability insurance, professional indemnity insurance and product liability insurance to cover the liabilities that may arise under or in connection with the supply of the Goods and/or the Contract, and shall, upon the reasonable request of the Company, produce both the insurance certificate giving details of cover, and the receipt for the current year's premium, in respect of each applicable insurance.

18. Visits

The Company shall be entitled to make reasonable visits to any or all of the Supplier's premises for the purpose of inspecting or testing the Goods or work in progress and shall give not less than 48 hours' notice in writing of such visits.

19. Confidentiality

19.1. The Supplier shall hold as confidential all information, details, specifications, drawings, materials and any other matter relating to the Goods or to the Company whatsoever (including information concerning the business, affairs, customers, clients or suppliers), whether written, oral or howsoever recorded, and shall not disclose the same or any of the same to any other person except such of its employees and permitted subcontractors, suppliers and/or agents as is necessary for the performance of its obligations under the Contract.

19.2. All documentation, materials, drawings deliverables, and/or other mediums containing such information, and any copies thereof, shall at all times remain the property of the Company and shall upon completion of the Contract, or its cancellation for any reason, be returned to the Company promptly, and in any case, within ten (10) days of delivery of the Goods or cancellation.

19.3. This Condition shall continue in full force and effect notwithstanding cancellation or expiry of the Contract by either Party.

20. Announcements and Publicity

The Supplier shall not make or issue any announcement relating to the existence or subject matter of the Contract or to the fact that the Company is a customer of the Supplier or use the Company's or its client's logo or branding without the prior written approval of the Company.

21. Data Protection

Supplier shall at all times comply with all applicable privacy and/or data protection laws when processing personal data in connection with this Contract. Where the Supplier processes "personal data" (as defined under the General Data Protection Regulation (EU) 679/2016 ("GDPR")), the Supplier agrees that it shall only process such personal data in compliance with the GDPR and any other applicable law. Further, where the Supplier acts as a *data processor* (as defined under the GDPR), the Parties acknowledge and agree to enter into a separate *Data Processing Agreement*, in the form prescribed under the GDPR, and, as agreed between the Parties.

22. Information Security

The Supplier shall at all times comply with the terms of the Company's Supplier Information Security Requirements

Policy and report any security events, incidents and cybercrime attacks to securityincidents@imagination.com

23. Policies

The Policies referred to in these Conditions can be found on the Company's website www.imagination.com under "**Key Policies & Statements**". It is incumbent on the Supplier before commencing work under the Contract to inspect the Policies on the Company's website to ensure that the Supplier is complying with the current version of the Policies. By supplying Goods or Services to Company, Supplier is deemed to have accepted the conditions in the Policies.

24. Audit

24.1. The Supplier shall maintain complete and accurate records of, and documentation supporting, its performance of its obligations under the Contract and of all amounts which may be chargeable to the Company pursuant to the Contract ("**Records**"). The Records shall be retained for inspection by the Company for 5 years following the end of the Contract.

24.2. The Supplier shall allow the Company and any auditors of, or other advisers to, the Company at any time during the Contract and for a period of 5 years after the end of the Contract to access any of the Supplier personnel, premises and Records as may be reasonably required in order to:

24.2.1. identify suspected fraud or other malpractice;

24.2.2. verify the accuracy of the charges invoiced by the Supplier to the Company; and/or

24.2.3. verify that the Services are being (and/or have been) provided, and all obligations of the Supplier are being (and/or have been) performed, in accordance with the Contract.

25. No partnership or agency

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. The persons performing the services hereunder are not employees of Company. Supplier has and hereby retains, except as set forth herein, the right to exercise full control of obligations hereunder and full control over the employment, direction, compensation, and discharge of all employees, agents, and subcontractors assisting in the performance of such obligations. Supplier will be solely responsible for all matters relating to payment of such employees, including compliance with worker's compensation, unemployment and disability insurance, social security withholding, and all such matters. Supplier will be responsible for the acts of Supplier and the acts of all agents, employees, and contractors employed by Supplier during the performance of Supplier obligations under a Contract.

26. Third-Party Rights

This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or any other contractual rights to enforce any term of the Contract.

27. Assignment

27.1. The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

27.2. The Supplier shall not assign, transfer mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract, without the prior written consent of the Company.

28. Notices

Except as otherwise provided herein or in an Order, all notices, requests, submissions, or other transmittals provided pursuant to this Contract ("**Notices**") shall be in writing and sent:

(i) by overnight courier service (including DHL, Federal Express or UPS) with delivery receipt and shall be effective on the date which such Notice is sent; or

(ii) by registered or certified mail, return receipt requested, and shall be effective three (3) days after the date on which such Notice is deposited, properly addressed in a UK, U.S. or other national post office, with postage prepaid.

Either Party may change its address for payment, notice, or otherwise by notifying the other in writing.

29. Law

For Contracts with an Imagination entity other than Imagination The Americas, Inc., the Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. For Contracts with Imagination The Americas, Inc., the Contract shall be deemed to be a contract made under the laws of the State of New York without giving effect to any choice of conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. The UN Convention on Contracts for the International Sale of Goods is specifically excluded from any Contract. Supplier consents to service by any of the means for delivery of notice as set forth in Section 16(a).

Last updated: January 2020