

**DDC Dolphin Limited**  
**Standard Terms for the Purchase of Products & Services**

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**1. INTERPRETATION**

- 1.1 Definitions to apply in this agreement:
- Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks are open for business.
- Contract:** the contract entered into on the date of the Order by and between the Supplier and DDC and constituted by the Order Form and these Terms of Business for the purchase of the Products and/or the Services.
- Core Hours:** between 08:00am and 4:15pm Monday to Thursday, 8:00am and 12:30pm Friday but excluding public or bank holidays.
- DDC:** the purchaser of the Products and/or Services being DDC Dolphin Limited a private limited company registered according to the laws of England and Wales with company registration number 2643023 and registered office at 1st Floor, 37 Commercial Road, Poole BH14 0HU.
- Delivery / Delivered:** means actual delivery of the Products and/or Services to DDC.
- Delivery Date:** the date specified for Delivery of an Order.
- Delivery Point:** DDC's address or such other address as specified in the Order Form.
- Intellectual Property Rights:** all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- Order:** an order for Products and/or Services submitted by DDC in accordance with clause 4.
- Order Form:** DDC's written record of the Order to be supplied to the Supplier.
- Order Number:** the reference number to be applied to an Order by the Supplier in accordance with clause 4.4.
- Party/ies:** DDC and the Supplier
- Price:** the price to be charged by the Supplier and to be paid by DDC for the purchase of the Products and/or Services as set out in the Order Form.
- Products:** the goods ordered by and supplied to DDC.
- Services:** the services ordered by and supplied to DDC.
- Supplier:** the supplier of the Products and / or the Services, the details of whom are more fully set out in the Order Form.
- Terms of Business:** these terms of business.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Clause headings do not affect the interpretation of these Terms of Business.
- 1.6 A reference to "writing" or "written" includes faxes and email.

**2. CONTRACTING PROCESS**

- 2.1 A Contract shall be subject only to the provisions of these Terms of Business as read with the Order Form to the exclusion of all other terms and conditions (including any terms or conditions of supply which the Supplier purports to apply under any quotation, order confirmation, specification or other document, whether communicated to DDC before or after the date on which the Supplier executes the Order Form).
- 2.2 By assigning the Order with an Order Number, the Supplier shall be taken to have accepted DDC's offer to contract and to supply the Products and/or Services to DDC on the terms of these Terms of Business and the Order Form.
- 2.3 If the content of these Terms of Business conflicts with that of the Order Form, then the conflicting provision of the Order Form shall prevail.
- 2.4 Any variation to this agreement shall have no effect unless expressly agreed in writing and signed by an authorised representative of each Party.

**3. SUPPLY OF THE PRODUCTS AND/OR SERVICES**

The Supplier shall supply, and DDC shall purchase, such quantities of Products and/or Services as DDC may order under clause 4 in accordance with these Terms of Business.

**4. ORDERS**

- 4.1 The Supplier agrees to supply Products and/or Services in accordance with DDC's Orders.
- 4.2 Each Order shall:
- 4.3.1 be given in writing on an Order Form or, if given orally, shall be confirmed in writing within five Business Days;
- 4.3.2 specify the type, quantity, specification and/or functionality of the Products and/or Services ordered; and
- 4.3.3 unless the Parties agree that DDC may specify the date after placing the Order, specify the date on which the Products are to be delivered and/or when the Services are to be supplied at the Delivery Point. If the Delivery Date is to be specified after the placing of an Order, DDC shall give the Supplier reasonable advance notice of the Delivery Date.
- 4.4 The Supplier shall receive an Order Number to each Order received from DDC. The Supplier shall use the relevant DDC Order Number in all subsequent correspondence relating to the Order.
- 4.5 DDC may at any time prior to despatch of the Products or the provision of the Services amend or cancel an Order by written notice to the Supplier. If DDC amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except where that amendment or cancellation results from the Supplier's failure to comply with its obligations under this agreement, in which case DDC shall have no liability to the Supplier in respect of it.

**5. DELIVERY**

- 5.1. Delivery shall take place during Core Hours on the Delivery Date at the Delivery Point.
- 5.2 Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Point.
- 5.3 The Supplier shall not deliver Orders by instalments except with the prior written consent of DDC. Where Orders are to be delivered by instalments, they may be invoiced and paid for separately.
- 5.4 The time for Delivery shall be the essence of the Contract and if an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy DDC may have, DDC may:
- 5.4.1 refuse to take any subsequent attempted Delivery of the Order;
- 5.4.2 terminate the Contract with immediate effect;
- 5.4.3 obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by DDC in obtaining such substitute products; and
- 5.4.4 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by DDC's failure to comply with its obligations under the Contract.

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- 5.5 If DDC fails to accept Delivery of an Order on the specified Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under this agreement, the Supplier shall store the Order until actual Delivery takes place.
- 5.6 Each Order shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Products and/or Services included in the Order and, in the case of an Order being delivered by instalments (with DDC's written permission), the outstanding balance of Products and/or Services remaining to be delivered.
- 5.7 If the Supplier requires DDC to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense.

**6. MANUFACTURE, QUALITY AND PACKING**

- 6.1 The Supplier shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of Products to enable it to meet DDC's Orders.
- 6.2 The Supplier shall manufacture, pack and supply the Products and/or provide the Services in accordance with generally accepted industry standards and practices that are applicable.
- 6.3 The Products and/or Services supplied to DDC by the Supplier under these Terms of Business shall:
- 6.3.1 conform to the specification, and perform substantially in accordance with the functionality as set out in the Order Form;
- 6.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended, and the Supply of Goods and Services Act 1982) and fit for any purpose held out by the Supplier or made known to the Supplier by DDC;
- 6.3.3 be free from defects in design, material and workmanship and remain so for at least 12 months after Delivery; and
- 6.3.4 comply with all applicable statutory and regulatory requirements in the UK and the jurisdiction where they are intended to be used.
- 6.4 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach the Delivery Point in good condition.
- 6.5 The Supplier shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products and/or provide the Services in accordance with the terms of the Contract.
- 6.6 The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Products and/or provision of the Services.
- 6.7 DDC shall have the right to enter the Supplier's premises to inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Products and/or provision of the Services.
- 6.8 Inspections carried out pursuant to clause 6.7 shall be carried out during business hours on reasonable notice to the Supplier, provided that, in the event of an emergency, the Supplier shall grant DDC immediate access to its premises.
- 6.9 If following an inspection DDC considers that the Products and/or Services are not or are not likely to be as warranted under clause 6.3, DDC shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Products and/or Services are or will be as warranted under clause 6.3. DDC shall have the right to re-conduct inspections after the Supplier has carried out its remedial actions.
- 6.10 Subject to clause 6.11 below, if within the period of 12 months of Delivery the Products and/or the Services prove to be defective under proper use by DDC or its customers or end users and where such defects are not due to normal wear and tear then the Supplier will make good the defect by repair or, at its option, by the supply of replacement Products and/or Services or parts thereof.
- 6.11 In the case of any Product parts or components not manufactured by the Supplier, or in the case of any parts or components associated with the provision of the Services which are not manufactured by the Supplier, the Supplier agrees to pass on (which shall include the duty to assign) to DDC any warranty or guarantee (if any) which the Supplier may have received from its supplier of such parts or components.

**7. ACCEPTANCE AND DEFECTIVE PRODUCTS AND/OR SERVICES**

- 7.1 DDC shall not be deemed to have accepted any Products and/or Services until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products and/or Services, until a reasonable time after the latent defect has become apparent.
- 7.2 If any Products and/or Services delivered to DDC do not comply with clause 6.3, or are otherwise not in conformity with the terms of this agreement, then, without limiting any other right or remedy that DDC may have, DDC may reject those Products and/or Services and:
- 7.2.1 require the Supplier to repair or replace the rejected Products and/or Services at the Supplier's risk and expense within five Business Days of being requested to do so; or
- 7.2.2 require the Supplier to repay the Price of the rejected Products and/or Services in full (whether or not DDC has previously required the Supplier to repair or replace the rejected Products and/or Services); and
- 7.2.3 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products and/or Services that are not in conformity with the terms of the Contract.
- 7.3 DDC's rights and remedies under this clause 7 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 7.4 The terms of these Terms of Business shall apply to any repaired or replacement Products and/or Services supplied by the Supplier.
- 7.5 If the Supplier fails to promptly repair or replace rejected Products and/or Services in accordance with clause 7.2.1, DDC may, without affecting its rights under clause 7.2.3, obtain substitute products from a third party supplier, or have the rejected Products and/or Services repaired by a third party, and the Supplier shall reimburse DDC for the costs it incurs in doing so.

**8. RISK & RETENTION OF TITLE**

- 8.1 Risk in the Products and/or Services shall pass to DDC on Delivery.
- 8.2 Title to the Products and/or Services shall pass to DDC on Delivery.

**9. PRICE & PAYMENT**

- 9.1 The Supplier shall be entitled to invoice DDC for the Price of each Order on or at any time after Delivery.
- 9.2 DDC shall pay invoices in full within 90 days of the end of the month in which the invoice is received. Payment shall be made to the bank account nominated by the Supplier.
- 9.3 All invoices sent under the Contract shall be addressed to DDC's address as set out in the Order Form and may not be sent in .pdf format or by electronic mail.
- 9.5 Each Party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other Party against any amounts payable by it to the other Party under the Contract.

**10. INDEMNITY**

- 10.1 The Supplier shall indemnify DDC against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by DDC arising out of or in connection with:
- 10.1.1 any claim made against DDC for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products and/or Services;
- 10.1.2 any claim made against DDC by a third party arising out of, or in connection with, the supply of the Products and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 10.1.3 any claim made against DDC by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products and/or Services, to the extent that the defect in the Products and/or Services is

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- attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
- 10.2 Nothing in this clause shall restrict or limit the DDC's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.
- 11. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**
- 11.1 Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, the Products and/or the Services which the Receiving Party may obtain as a result of such disclosure. Each Party shall restrict disclosure of such confidential material to such of the Receiving Party's employees, agents or sub-contractors as may need to know the same for the purpose of discharging the Receiving Party's obligations to the Disclosing Party under the Contract, and shall ensure that its employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties to the Contract.
- 11.2 All materials, equipment, drawings, specifications and data supplied by the Disclosing Party under or in accordance with the Contract shall, at all times, be and remain as between the Disclosing Party and the Receiving Party the exclusive property of the Disclosing Party and shall be held by the Receiving Party in safe custody at its own risk and maintained and kept in good condition until returned to the Disclosing Party, and shall not be disposed of or used other than in accordance with the Disclosing Party's written instructions or authorisation.
- 11.3 The rights and obligations under this clause 11 shall survive termination of the Contract, however arising.
- 12. TERMINATION**
- 12.1 DDC may at any time terminate a Contract by giving the Supplier at least 14 days notice in writing.
- 12.2 A Party shall be entitled to terminate the Contract with immediate effect by giving written notice to the other Party if:
- 12.2.1 the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach; or
- 12.2.2 the other Party fails to pay any sum due under a Contract on the due date for payment; or
- 12.2.3 an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or
- 12.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or the directors of the other Party or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 12.2.5 a receiver is appointed of any of the other Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or
- 12.2.6 the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 12.2.7 the other Party ceases, or threatens to cease, to trade; or
- 12.2.8 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
- 12.2.9 there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the other Party.
- 12.10 The accrued rights of the parties shall survive the termination of the Contract.
- 13. FORCE MAJEURE**
- Neither Party shall have any liability to the other under a Contract if it is prevented from or delayed in performing its obligations under a Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the relevant Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 14. COMMUNICATIONS**
- Any notice or communications about a Contract must be in writing and must be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by email (provided that the sender confirms the email by sending an original confirmation copy by certified or registered mail or expedited delivery service within 3 business days after transmission) to the recipient Party at its registered office or such changed address as shall be notified by one party to the other for the purposes of this clause. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of email upon transmission provided confirmation is sent as described above, or in the case of expedited delivery service or registered or certified mail 3 business days after the date and time of mailing.
- 15. ASSIGNMENT**
- The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of DDC. DDC shall be entitled to assign the benefit of the Contract to a third party on notice to the Supplier.
- 16. GENERAL**
- 16.1 Each right or remedy of either Party under the Contract is without prejudice to any other right or remedy of either Party whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by either Party of any breach of, or any default under, any provision of the Contract by the other Party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.