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### 1. Terms & Conditions of Sale

#### 1. Definitions and Interpretation

The following definitions apply to these Terms & Conditions and to any Contract incorporating the same.

1.1 'FI' means First Impressions (Europe) Limited.

1.2 'The Buyer' means the person or body who accepts a quotation for the sale of and/or supply of goods and/or services, or whose order is accepted by FI.

1.3 'Goods' means the goods (including any instalment of the goods or any parts for them) or services which FI supply in accordance with these conditions. 'Stock' goods means any standard item which can be supplied from stock. 'Bespoke' goods means any item specifically designed, manufactured or customised for the Buyer. 'Services' means any professional services provided for the buyer by FI.

1.4 'Conditions' means the Standard Terms and Conditions of Sale set out in this document and unless the context otherwise requires, includes any special terms and conditions agreed in writing between the buyer and FI.

1.5 'Contract' means the Contract for the purchase and sale of goods and any samples supplied.

1.6 'Writing' includes telex, cable, facsimile transmission, e-mail and comparable means of communication.

1.7 The headings in these Conditions are for convenience only and shall not affect their interpretation.

#### 2. Basis of Supply

2.1 These are the standard terms and conditions of FI which will govern all Contracts for the sale and supply of goods by FI to the Buyer. FI whose Registered Office is Cedar House, 14 Hurstmead Drive, Wildwood, Stafford, Staffordshire, ST17 4RX, United Kingdom is a company registered in England and Wales with company number 4319975. VAT Registration Number 786 6019 92. Any quotation or other communication sent by FI to the Buyer shall be deemed invitation to treat only. The Buyers purchase orders shall constitute offers to buy only and the Contract between FI and The Buyer shall come into effect upon FI's acceptance.

2.2 Any written order or any communication of any kind from the Buyer containing any terms and conditions inconsistent with these Terms and Conditions shall not be accepted by FI to the extent of such inconsistency and such inconsistent terms and/or conditions shall be deemed to be severable and shall be severed from the Order or communication without otherwise affecting the validity thereof and any subsequent acceptance of these terms and conditions shall not constitute a counter offer. Acceptance of the goods by the Buyer shall constitute acceptance of it of these Terms and Conditions.

2.3 No employee, servant or agent of FI has the authority to vary these Terms and Conditions orally and no variation of these Terms and Conditions shall be effective or binding on FI unless made in writing or signed on behalf of FI by a Director or other authorised signatory of the Company.

2.4 FI shall not be liable for any oral advice and/or recommendation given by FI to the Buyer concerning the supply of goods.

2.5 The Buyer is responsible for ensuring the accuracy of the Buyer's order.

2.6 The Buyer will indemnify FI against any liability for infringement of the intellectual property rights of any third party which may result from the supply.

2.7 FI may alter any specification provided by the Buyer to conform with any statutory requirements provided this does not materially affect the quality or performance of the goods.

2.8 Cancellation by the Buyer will only be accepted on terms that the Buyer will indemnify FI against all loss incurred by FI as a direct result of the cancellation.

2.9 FI reserves the right to submit proofs to the Buyer for approval. Once approved any alterations will be at the Buyers cost.

2.10 Any original designs, sketches, screens or positives ('Originals') produced by FI will remain FI's property. The cost of such originals may be charged extra. Such Originals will be retained by FI for six (6) calendar months after delivery of the Buyer's order. If the Buyer places a further order after the expiry of 6 months, FI reserves the right to make an additional charge for the supply of originals.

2.11 Where the Buyer is to supply materials, goods or equipment ('Customer's Property') to FI such customer's property will be held by FI at the Buyers sole risk and any insurance policy and/or requirement in respect of the same remains the sole responsibility of the Buyer. Further, FI will not be liable for any imperfections in the finished product arising out of imperfections in the artwork/reference material supplied.

2.12 FI shall be entitled to publish or display the Buyers designs or logos on FI's literature.

#### 3. Price of Supply

3.1 The invoice price of the goods shall be the price specified in any quotation or acceptance of order and where no price has been quoted, the price shall be the current price listed in FI's price list at date of acceptance. All prices shall be exclusive of VAT

or any other similar sales or purchase tax or customs duty payable which will be charged in addition at the rate in force at the date of FI's invoice to the Buyer.

3.2 Alterations at the Buyers request made after FI has accepted the Buyer's order will be charged extra.

3.3 If FI produces samples or proofs for the Buyer the Buyer will pay extra for them.

#### **4. Terms of payment**

4.1 Payment for Stock goods supplied by FI shall become due 30 days after the date of the invoice covering such goods providing the application for credit has been agreed by FI prior to the supply of the goods. FI reserve the right to request that payment for Bespoke goods be on the basis of a 50% deposit accompanying the Buyer's order with the balance payable upon delivery.

Payment for goods by all non-account Buyers shall be on a Pro-forma basis.

4.2 FI reserve the right to charge interest on all overdue amounts, in line with the Late Payment of Commercial Debts (interest) Act 1998. Such interest shall be payable by the Buyer on demand.

4.3 In the event of FI receiving a series of post-dated cheques, promissory notes or other bills of exchange from the Buyer in respect of any indebtedness of the Buyer, then the acceptance by FI of such post-dated cheques, promissory notes or bills of exchange shall be without prejudice to the Buyers rights in terms of these conditions.

4.4 No amount may be deducted by the Buyer from any Invoice or Statement without FI's prior written authorisation.

4.5 FI shall be entitled at any time to restrict, limit or cancel any credit arrangements or facilities granted to the Buyer and shall further be entitled at its discretion, to require the Buyer to furnish security for payment of any amounts due in terms of this or any related matters.

4.6 FI shall have the right forthwith to terminate any contract and/or repossess its goods and/or claim from the Buyer immediate payment of any monies owing by the Buyer under any contract, notwithstanding any earlier agreement for credit and where the same is due for payment or not if the Buyer fails to pay any amount due to FI on due date thereof, or is placed under a provisional or final order of sequestration, liquidation, or judicial agreement or commits any acts of insolvency or enters into any compromise with his/its creditors or fails to satisfy any judgement granted against him/it within seven (7) days after the date of judgement, or passes any goods required by FI onto any third party for resale without prior written consent of FI, or changes the structure of ownership, or deviates from its former method of trading.

4.7 If any amount due and payable by the Buyer to FI is in arrears, FI shall have the right until such amount has been paid to suspend any deliveries or cancel any orders under this/or any other contract then in force between FI and the Buyer.

#### **5. Delivery**

5.1 In so far as delivery of goods is concerned, time shall not be of the essence of any contract.

5.2 Whilst every effort will be made to deliver/despatch the goods timeously as indicated on the order form and/or other stationary, FI does not guarantee delivery/despatch on any specific date and the Buyer shall not be entitled to cancel any order/s by reason of delay. FI shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason whatsoever.

5.3 Without prejudice to the rights conferred in these conditions upon FI, FI reserves the right to withdraw from any order or contract at any time prior to delivery of the goods ordered.

5.4 Delivery shall be ex-warehouse at FI's office, factory or warehouse.

5.5 All costs of delivery shall be borne by the Buyer, in the event of FI in its unfettered discretion disbursing on the Buyer's behalf any costs of delivery, FI shall be entitled to immediate repayment by the Buyer of any amount so disbursed.

5.6 FI shall have the right, but shall not be obliged, to insure the goods in transit and wherever so insured to recover the cost of such insurance from the Buyer.

5.7 The Buyer shall be obliged within three (3) days of the date of delivery to give FI written notice of any complaint or claim in respect of any goods delivered and any claim in respect of which FI has not received such written notice within the aforesaid period of 3 days shall become forfeited and prescribed.

5.8 FI may deliver up to 5% more or less than the ordered quantity without adjusting the price when the quantity so delivered shall be deemed to be the quantity ordered.

5.9 Any carrier shall be deemed to be the agent of the Buyer and all risk in the goods shall pass to the Buyer upon delivery to the Buyer or such agent as the case may be.

#### **6. Risk and Title**

6.1 Risk of damage to or loss of the supply will pass to the Buyer at the time that the Buyer collects or, where FI is to deliver the supply to the Buyer, at the time when FI makes the delivery.

6.2 All goods supplied to the Buyer shall remain the sole and absolute property of FI as legal and equitable owner until such time as the Buyer shall have paid to FI the agreed price.

6.3 Until property in the supply passes to the Buyer, FI shall be entitled to call for the return forthwith of any goods or product constituting the supply and in default to enter the Buyer's or any third party's premises in order to repossess such goods or products.

#### **7. Exclusions**

7.1 FI shall not be liable for any defect in the supply arising from any drawing design or specification supplied by the buyer.

7.2 FI shall not be liable for any defect or damage caused by the buyer and/or agent.

7.3 Save as provided for in these conditions and except where the supply consists of goods sold under a Consumer Sale (as defined by the Act 1979) or services supplied under a Consumer Supply (as defined by the Supply of Goods and Services Act 1982) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by Law.

7.4 Where the supply constitutes a Consumer Sale or Consumer Supply the Buyer's statutory rights are not affected by these conditions.

7.5 If the Buyer notifies FI of a valid defect FI's liability shall be limited (at FI's sole discretion) to the replacement of the supply or the refund of the price.

7.6 Save as expressly provided in these conditions or in respect of death or personal injury caused by FI's negligence FI shall not be liable to the Buyer for any consequential loss or damage arising out of the Supply or the use or resale by the Buyer of any goods or any product constituting the supply.

7.7 FI shall not be liable to the Buyer for any delay or failure in the performance of FI's obligations which occurs for reasons outside FI's reasonable control.

### **8. Insolvency and Default of Buyer**

8.1 If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his Creditors or if a receiving order is made against him or if any order is made or a resolution is passed for the winding up of the Buyer or if a Receiver is appointed of any of the Buyer's assets or undertaking or if the Buyer takes or suffers any similar analogous action in consequence or debt or commits any breach of this or any other contract between FI and the Buyer, FI may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under condition 6.2 and/or by notice in writing to the Buyer determine the contract.

### **9. Legal Charges and Jurisdiction**

9.1 In the event of FI instructing its Solicitors to recover money or goods from the Buyer, the Buyer shall be liable for and shall pay all legal costs incurred by FI on the Solicitor and own client scale including collecting commission.

9.2 At the option of FI any claim against the Buyer whether for return of goods, damages, purchase prices, balance owing, or any other clause arising shall be governed and construed in accordance with the Law of England and any disputes will be subject to the jurisdiction of the English Courts.

9.3 The Buyer submits to the jurisdiction of the English Courts in any action or application arising out of any contract entered into between FI and the Buyer.

### **10. General**

10.1 Either of the parties shall not be liable to the other in respect of any claim arising under any contract where the same arises by reason of any act or cause beyond the reasonable control of such party.

10.2 FI shall not be prejudiced or restricted in any way by any indulgence or forbearance extended to the Buyer and no waiver of FI in respect of any breach by the Buyer shall operate as a waiver in respect of any breach and/or subsequent breach.

10.3 If any provision of these conditions is held to be wholly or partly invalid or unenforceable the validity of the other provisions of these conditions shall not thereby be affected.

10.4 Any dispute arising under or in connection with the conditions or the supply shall be referred to arbitration by a single arbitrator appointed in default of agreement by the President for the time being of the Chartered Institute of Arbitrators.

10.5 The contract shall be governed by the Laws of England.

10.6 Any notice under these conditions shall be written and serviced at the Registered Office or principal place of business of the part being served.

10.7 Any Contract between FI and the Buyer is personal to the Buyer and shall not be capable of assignment by the Buyer to any third party without the prior written consent of FI. These Terms and Conditions shall constitute the entire agreement between FI and the Buyer. All previous Terms and Conditions of FI are hereby superseded and excluded from any Contract unless expressly agreed in writing by FI. 2004

## **2. Privacy Policy**

First Impressions (Europe) take the privacy of your information very seriously. We aim to meet current Internet best practice. Our services are designed to give you the information that you want to receive. Our Privacy Policy below explains how we will collect and use the information you give us. We may vary this policy from time to time and the current version will be that published on this site. The word 'we' or 'FI' refers to First Impressions (Europe) Ltd, unless otherwise indicated.

### **1. Collecting your information**

From time to time, you will be asked to submit personal information about yourself (e.g. name and email address etc) in order to receive or use services on our website. These services include newsletters and competitions, live chats and message boards and personalised services. We will also need personal information in order to supply other products and services or to help us identify you when you contact us. When we collect this information we will only do so over a secure connection. If you communicate with us by email over the internet you should be aware that the nature of the internet is such that unencrypted communication may not be secure and may pass through several different countries on route to us.

Please do not email us with confidential or sensitive information such as your credit card details. We cannot accept responsibility for unauthorized access to your information that is outside our control.

We may combine this information with other information that we may hold about you if you are a customer, or have made enquiries of us before.

We may also obtain information from publicly available sources such as the electoral roll, or other third parties who have a legitimate basis on which to pass on your information.

We will act in accordance with current legislation and we will provide a link to our Data Protection Notice every time we invite you to submit personal information to us. Our Data Protection Notice is given below.

### **Data Protection Notice**

FI will share the information you provide, together with other information, with our group companies\*. We will use this for administration, marketing, customer services and profiling your purchasing preferences. We will disclose your information to our service providers and agents for these purposes. We may keep your information for a reasonable period to contact you about our services. For information about the way we use cookies and other web tracking devices please refer to section 2 in this privacy policy.

We may transfer your information outside of the European Economic Area, for example to Asia. We will only do this where it is necessary for the conclusion, or performance of a contract between us, or that we enter into at your request, in your interest, or for administrative, or our own marketing purposes.

When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information (for which we will charge a small fee) and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes. Informing you about products and services  
We may also share your information with our business partners. By submitting data to us, you will be indicating to us and our business partners, your consent to us and them, contacting you by mail, telephone, fax, email, and SMS/MMS to let you know about any goods, services or promotions of our own our business partners or other third parties, which may be of interest to you unless you indicate an objection to receiving such messages by ticking the box provided.

Sensitive data

By submitting data to us, you give us consent to use your sensitive personal data solely for the purposes for which you submit it.

## **2. How we collect information about your visits to our websites**

When you visit our web pages, we will download something called a 'cookie' to your computer (section 7). We may also collect information using web beacons (also known as clear gifs or web bugs - see section 10). Our cookies and Web Beacons provide us with non-personal statistical information about what you do on the website. For example: the duration of time a page was viewed, common paths taken through the site, data on screen settings and other general information. We may also collect information about what other websites you visit after ours. We use this data to improve the services on our site and to refine your experience of using our sites.

## **3. What will we do with your personal information?**

We will only use your information for the purposes that you would reasonably anticipate or that we state when we collect it and, where necessary, for which you have given us your consent. We will not contact you, or pass your information to our business partners, for marketing purposes unless you have indicated your agreement that we may do so.

Where we are making arrangements on your behalf we may need to pass your information to third parties to conclude those arrangements. We are committed to treating your personal data with due care and in accordance with the data protection principles.

## **4. How to access your personal information**

Please address requests to the Data Protection Compliance Manager, First Impressions (Europe) Ltd, Cedar House, 14 Hurstmead Drive, Wildwood, Stafford, Staffordshire, ST17 4RX, United Kingdom. (Please note that a small fee of £10.00 will be charged for dealing with these requests). If you believe that any of the data we hold about you is incorrect or being misused or want further information you may contact us at the above address.

## **5. Users aged 16 years and under**

If you are 16 or under you must have permission from a parent or guardian before you give us personal information. If we find that we have received information from you without the appropriate consent, we reserve the right to cancel all transactions and services and remove all personal data that you have supplied. You will be able to re-submit the information when you have the required permission.

## **6. What is a cookie?**

Cookies are text files that identify your computer (through what is known as an IP address) to our server. For information about what we use these for refer to section 2. Whilst in some cases it may be possible, we do not use the IP address as a means of identifying you. You generally have the opportunity to set your computer to accept all cookies, to notify you when a cookie is issued, or not to receive cookies at any time. You can do this through your internet browser. With most browsers, this facility can be reached via the 'tools' (e.g. Internet Explorer), or 'edit', or "task" (e.g. Netscape) menu. If you have any problems finding this area, the 'help' function within your browser will be able to provide assistance. You can also find more detailed information about cookies and how to manage them on <http://www.allaboutcookies.org>. If you refuse a cookie it may prevent the proper operation of the site or even prevent your access to certain areas.

## **7. What is a Web Beacon?**

Some of our Web pages may contain electronic images known as Web beacons (sometimes known as clear gifs) that allow us to count users who have visited these pages. Web beacons collect only limited information that includes a cookie number, time and date of a page view, and a description of the page on which the Web beacon resides. These beacons do not carry any personally identifiable information and are only used to track the effectiveness of our site or particular campaigns.

You can find more information on Web Beacons, their use and your rights, if you visit <http://www.allaboutcookies.org/>

If you have any questions regarding this privacy policy or any other aspect of our data handling procedures, please contact us via the address below, marking all correspondence for the attention of the Data Protection Compliance Manager.

This privacy policy applies only to this website. First Impressions (Europe) Ltd, Cedar House, 14 Hurstmead Drive, Wildwood, Stafford, Staffordshire, ST17 4RX, United Kingdom.

### 3. Company Logos

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