Multi Resource Marketing Ltd
Standard Terms and Conditions of Contract

Definitions

"Client" The customer for a Service as named in the attached quotation, in a quotation or proposal previously supplied and/or within the Service Level Agreement document.
"Company" Multi Resource Marketing Ltd. Barberton House, Farndon Road, Market Harborough, Leicestershire. LE16 9NR. Registered in England No: 4716827.

"Data Processing Agreement" the Agreement setting out the parties' obligations as data controller and data processor pursuant to Article 28 of the UK GDPR.

"Deliverables" all documents and other materials or items of any kind provided or to be provided as part of or in connection with the Services.
"Acceptance" A written acceptance by a Client of a quotation by the Company for the Services.
"Service" The provision of any Services by the Company to the Client.
"Service Level Agreement" A document outlining the details of Service provision and fees for said Service provision for a campaign or project or long term management.

1. The Contract

1.1. The Company agrees to provide the Client with the Service(s) referred to in a quotation or proposal previously supplied and/or within the Service Level Agreement document for the fees set out within the same document.
These terms and conditions, along with the Service Level Agreement and Data Processing Agreement, form the contract between the parties and supersede any previous contract, course of trading or practices previously applying between the Company and the Client for the Service(s). In the event of the Company providing Services to the Client which span more than 1 project and/or campaign, the agreed fees will be as set out within the project/campaign specific Service Level Agreement. This document will remain generic for all Services provided to the Client by the Company.

1.2. These conditions shall override any contrary, different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Client for the Service(s).

1.3. The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in writing. In entering in to the contract the Client acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these terms affects the liability of either party for fraudulent misrepresentation.

1.4. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2. Invoicing

The Company will render an invoice to the Client, for the duration of the project/campaign/contract, for the Service(s) on a monthly basis. If the Service(s) is anticipated to take less than 30 days to complete, the Company will render an invoice to the Client on completion of the project/campaign/contract, for the Service(s).

3. Payment Terms

3.1 Specific credit and payment terms will apply to Individual agreements based on the activity and risk profiles associated with the services provided.

3.2 Where credit terms are offered, invoices are payable on receipt and fees quoted are exclusive of value added tax. Payment terms are 30 days from invoice date.

3.3 If any undisputed invoice is not paid within 30 days of the invoice date the Company will be entitled to charge interest on all amounts outstanding beyond 30 days from the invoice date at a rate of 2% per annum above the current Barclays Bank plc base rate.

3.4 The Client shall not be entitled to set off any sums against payment due to the Company under this contract.

3.5 If any undisputed invoice is not paid within 60 days of the invoice date the Company reserves the right to immediately cease, without liability, the related Service(s) provision until all monies owing, including interest charges, are received by the Company.

4. Company's obligations

The Company shall:

4.1 Provide the Services in accordance with these terms and conditions, the Service Level Agreement, and Data Processing Agreement

4.2 Ensure that the Services conform to the specifications, requirements and standards set out in the Service Level Agreement and that the Deliverables are fit for any purpose expressly or implicitly made known to the Client by the Company.

4.3 Perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Company's industry, profession or trade; and

4.4 Co-operate with the Client in all matters relating to the Services, and comply with the Client's instructions as to the performance of the Services.

5. Acceptance, Orders and Specifications

5.1 No order submitted by the Client shall be deemed to be accepted by the Company until received in writing from the Client and signed by the Client's authorised representative.

5.2 Authorisation to proceed with this activity confirms agreement with the processes detailed within this quotation. Please note that whilst we recognise requirements may change during the campaign period, this may on occasion result in changes to the process and handling costs. These will be discussed and agreed on an adhoc basis.

5.3 The Client shall be responsible to the Company for ensuring the accuracy of terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Service(s) within a sufficient time to enable the Company to perform the Service(s) in accordance with its terms.

5.4 Work on the Service(s) commences after acceptance of the quotation by the Client. Acceptance of the quotation is deemed to be acceptance by the Client of these standard terms and conditions of contract which shall not be varied except by express agreement signed by the Company.

5.5 The Company reserves the right to vary the rates set out in any original quotations or proposals to cover circumstances where costs outside its control have increased. This may include but are not limited to, Carrier surcharges, fuel costs, packaging costs and the impact of government legislation on wage levels. Specific details are provided within the Specification Document or Commercial Proposal accepted by the Customer before activity commences.

5.6 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all reasonable expenses incurred by the Company as a result of cancellation, subject to the cap on its liability under clause 9.

5.7 The Client will make deliveries to the Company of all required materials, not being sourced and/or supplied by the Company, before commencement of the Service and advise the Company of anticipated delivery dates for stock. The Company cannot accept responsibility for deliveries which have not been properly notified in accordance with this condition and for which an acceptance of delivery notes signed by the Company stock controller cannot be produced.

6. Data Protection

6.1. Data ownership remains with the Client who is considered to be the data controller. The Client is liable for their compliance with the UK GDPR and is required to be registered as a data controller with the Information Commissioner's Office (ICO).

6.2. The Company is considered to be the data processor and as such the parties have entered into the Data Processing Agreement.

6.3. It is the responsibility of the Client to adhere to the codes laid out by the Code of Advertising Practice (CAP).

6.4. The Company reserves the right to refuse to provide the Service(s) if the Company considers the instructions supplied by the Client (or the intention of the Client) to be in breach of Best Practice Guidelines or if the Company considers the UK GDPR to have been disregarded, contradicted or misinterpreted.

7. Storage and Transit

7.1. The Client must observe and adhere to the Company's Goods Handling Procedures, a copy of which is available from the Company upon request.

7.2. All deliveries to the Company's premises must be accompanied by delivery note(s) stating the quantity and nature of all material delivered. The company cannot check for discrepancies between quantities shown on delivery notes and actual quantities and signature by or on behalf of the Company of any documents required by hauliers shall not render the Company liable for any shortfall existing prior to receipt of material at its premises. However, if arranged with the Company prior to delivery of material and subject to written acceptance by the Client of fees presented by the Company, a manual stock audit can be conducted to item, carton or pallet level. Commencement and/or completion of a stock audit on the date of material receipt cannot be guaranteed. Specific details to be agreed between the Client and the Company prior to commencement.

7.3. Goods are held by MRM on the basis that the Client is responsible for insuring the goods.

8. Force Majeure

A party (the **Affected Party**) shall not be liable for failure to perform any of its obligations hereunder due to Force Majeure which includes for the purposes hereof, inter-alia, fire, floods, storms, acts of God, riots, strikes, lock-outs, wars, governmental controls, restrictions or prohibitions, whether local or national, or without prejudice to the generality of the foregoing, any other causes whatsoever beyond the reasonable control of the Affected Party. For so long as the Affected Party's liability in relation to any of its obligations is suspended, the other party shall not be liable for any failure or delay in performing its corresponding obligations. To the extent that Services are not provided during a Force Majeure event, the Company shall not charge the Client for those Services.

If the Affected Party has not resumed full performance of its obligations for more than one month, the other party may terminate the contract by giving 14 days' written notice to the Affected Party.

9. Liability

9.1. Nothing in these terms and conditions limits or excludes:

9.1.1. either party's liability for:

(i)deliberate or wilful default;

(ii)death or personal injury caused by negligence;

(iii)fraud or fraudulent misrepresentation;

(iv)breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

(v)any liability that cannot legally be limited or excluded;

9.1.2. the Company's liability under the Data Processing Agreement.

9.2. Subject to clause 9.1, the Company's total liability to the Client in connection with these terms and conditions shall not exceed the aggregate fees payable in respect of the Service, except as expressly provided in these conditions.

9.3. Subject to clause 9.1, the Client's total liability to the Company shall not exceed the aggregate fees actually invoiced to the Company for the Services.

9.4. Subject to clause 9.1, neither party shall have any liability for loss of profits or for indirect or consequential loss.

10. Insurance

Unless the Client specifically requests insurance cover and advises the Company of the quantities and value, the Company will assume that the Client has self-insured its Goods under the Company's care.

11. Disposal of Materials

The destruction of any materials shall be carried out in accordance with the Data Processing Agreement and the Client's written instructions. Costs associated with the physical destruction of materials in connection with the services provided will be advised in writing and charged on a case by case basis.

12. Notices

12.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

12.1.1 delivered by pre-paid first-class post or other next working day delivery service at its registered office; or

12.1.2 sent by email to the following address (or an address substituted in writing by the party to be served):

(i)for notices to the Client: [client specific email address]

(ii)for notices to the Company: [client specific email address]

Any notice shall be deemed to have been received:

12.1.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting; or

12.1.4 if sent by email, at the time of transmission.

12.2. This clause 12 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Termination and Consequences of Termination

13.1. Without affecting any other right or remedy available to it, a party (Party A) may terminate this agreement with immediate effect by notifying the other party (Party B) if:

13.1.1. Party B commits a material breach of any term of this agreement that is not capable of remedy, or if capable of remedy, is not remedied within a period of 28 days by Party B after being notified in writing to do so;

13.1.2. Party B makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction; or

13.1.3. An encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of Party B; or

13.1.4. If an order is made for the appointment of an administrator to manage the affairs, business and property of Party B or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Party B or notice of intention to appoint an administrator is given by Party B or its directors or by a qualifying floating charge holder (as defined in para 14 schedule B1 Insolvency Act 1986); or

13.1.5. Party B ceases, or threatens to cease, to carry on business.

13.2. The Client may terminate this agreement at any time by giving 3 months' written notice.

13.3. On termination or expiry of these terms and conditions:

13.3.1. The Service Level Agreement and Data Processing Agreement shall automatically terminate, and the consequences of termination under those agreements shall also apply.

13.3.2. The Company shall promptly deliver to the Client all Deliverables, whether or not then complete, and return any of the Client's materials in its possession.

13.3.3. The Client shall pay any outstanding invoices for Services actually supplied.

13.3.4. For a period of 2 years following termination, neither party will make use of or disclose to any person any secret or confidential information (including without limitation, financial information, mailing lists, company/corporate strategy and any other information which is for commercial use and not readily available from public sources) relating to the other party.

13.3.5. Any provision of these terms and conditions, the Service Level Agreement and Data Processing Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

13.4. Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions, the Service Level Agreement and / or Data Processing Agreement which existed at or before the date of termination or expiry.

14. English Law

The law applicable to these terms & conditions in the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English Courts.