

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

"Confidential Information"	any details of the business of S+V including (without limitation) its clients, contacts, finances, marketing, development plans or strategies, tender bids, camera plans, copyright works etc. provided to the Supplier on a confidential basis;
"Data Protection Legislation"	means all applicable laws, regulations and regulatory rules which govern the processing of personal data including: (i) the Data Protection Act 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any subsequent legislation enacted and duly in force from time to time, including from 25 May 2018, Regulation (EU) 2016/679 (the GDPR); and (ii) all guidance issued by regulatory authorities including the Information Commissioner's Office relating to use of personal data which is binding on S+V or the Supplier;
"Deliverables"	the entire products of the Supplier's Services hereunder whether developed, written or prepared before or after the signing of this PO;
"Delivery Address"	the address specified on the PO for the delivery of Goods and/or provision of the Services;
"Goods"	those goods described in the PO to be provided by the Supplier to S+V at the Delivery Address;
"Intellectual Property Rights" / "IPRs"	copyright, format rights, patents, trademarks, service marks, unregistered design rights, registered designs, topography rights, database rights, rights to extract and re-utilise database rights, rights of confidence, know-how, broadcast rights and all other similar rights anywhere in the world, statutory or otherwise, whether or not registered and including applications for registration of any of them;
"Individual(s)"	employees of the Supplier whose services the Supplier has agreed to supply;
"S+V"	Sunset + Vine Productions Limited, a company registered in England and Wales under company number 01257931, whose principal office address is No.1 Smith's Square, 77-85 Fulham Palace Road, London, W6 8JA;
"Price"	the cost of the Goods and/or Services to be paid by S+V to the Supplier as set out in the PO;
"PO"	the purchase order overleaf together with these terms and conditions;
"Services"	those services described in the PO to be provided by the Supplier to S+V at the Delivery Address; and
"Supplier"	the supplier of Goods and/or Services named on the PO, including the Supplier's employees, agents, subcontractors, consultants and representatives.

2. Terms and Conditions of PO

The Supplier shall provide the Goods and/or the Services and S+V shall pay the Supplier in accordance with this PO. No additional or different terms stated in, endorsed upon, delivered with or contained in any quotation, acknowledgement or acceptance of this PO, specification or other form utilised by the Supplier, shall become part of a contract for the sale of Goods or the provision of Services. These terms and conditions may be accepted in writing (including by email) or by performance. The Supplier shall comply with and/or take all reasonable actions to enable S+V to comply with all obligations to the rights holder of the event for which the Goods and/or Services relate, as notified to the Supplier by S+V in a timely manner.

3. Delivery and Acceptance

Goods shall be delivered at the Supplier's cost and with any required licence and/or other official authorisation documents necessary to enable S+V to obtain full possession of the Goods or use of the Deliverables without additional charge. Services shall be performed at the place and on the date specified in the PO. The Supplier acknowledges that time for delivery and/or performance of Services is of the essence. Any breach of this condition shall entitle S+V to reject the Goods and/or terminate the supply of Services or terminate the PO. S+V shall not be liable for Goods delivered in excess of the quantities ordered and any excess will remain at Supplier's risk and cost, including the cost of storage and return. Acceptance of the Goods or the Deliverables shall not occur until such time as S+V has inspected them under clause 4.

4. Inspection and Rejection of the Goods and/or Deliverables

S+V shall inspect the Goods and/or Deliverables upon receipt and notify the Supplier in writing of any defect. Failure to so inform the Supplier of any defect within seven (7) days of receipt, or in the case of latent defects within seven (7) days of S+V identifying the defect, shall constitute acceptance of such Goods by S+V, but shall not otherwise constitute a waiver of any of S+V's rights or remedies and the Supplier shall remain fully responsible for its obligations under this PO. If the Supplier has not made adequate arrangements for the return and free replacement of any rejected Goods or Deliverables within thirty (30) days of their being rejected, without prejudice to any other rights or remedies, S+V may in its reasonable discretion dispose of such rejected Goods and/or have the rejected Deliverables re-created by an alternative supplier at the Supplier's cost and terminate this PO.

5. Property and Risk

Goods shall remain at the Supplier's risk until delivery of the Goods is complete. Ownership of the Goods shall pass to S+V only upon inspection and acceptance of them. Expenses, title and risk in any rejected Goods will remain with the Supplier on rejection of them by S+V.

6. Price and Payment Terms

Prices are fixed as stated in the PO and are inclusive of costs for packaging, carriage, insurance and delivery, but exclude all sales, VAT and other applicable taxes. No increase in the price will be accepted by S+V unless a person authorised by S+V has agreed to such increase in writing. Subject to the provisions of this PO and to the due performance by Supplier of the Services hereunder, payment by S+V will be made as set out on the PO and within thirty (30) days of receipt of a valid invoice. Any payment made by S+V under this PO shall not prevent S+V from recovering any amount overpaid or wrongfully paid and S+V may withhold such amount from any sums due or which may become due to Supplier from S+V, or S+V may recover such amount as debt.

7. Warranty

The Supplier warrants that Goods and/or Deliverables shall i) be safe, durable, free from defects, fit for the purpose for which they are supplied and for any particular purpose made known to the Supplier by S+V; ii) be of the best available design, quality, materials and workmanship; and iii) comply with all applicable statutory and regulatory requirements. The Services will be performed by appropriately qualified, trained and experienced personnel with due care, skill and diligence and to such high standard of quality as is reasonable for S+V to expect in such circumstances. The Goods, Deliverables and Services shall be supplied in accordance with all relevant standards, statutory requirements and regulators relating to the provision of such Services.

8. Remedies of S+V

Without prejudice to any other remedy, if any Goods, Deliverables or Services are not supplied in accordance with these Terms and Conditions, then S+V shall be entitled at its absolute discretion: (i) to rescind the PO; (ii) to require the Supplier to repair the Goods or to supply replacement Goods and/or Deliverables and/or re-perform the Services in accordance with the PO within seven (7) days; (iii) at S+V's sole option, and whether or not S+V has previously required the Supplier to repair the Goods or to supply any replacement Goods, to reject the Goods/Deliverables (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier; (iv) to refuse to accept any further deliveries of Goods or performance of the Services but without any liability to S+V; and (v) to carry out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the PO.

9. Attendance on Premises

While on S+V premises or other specified location for the delivery of Goods or performance of Services, the Supplier shall comply with all applicable health and safety and security requirements and all other S+V policies, standards and requirements notified to the Supplier. S+V reserves the right to refuse admittance or remove the Supplier from S+V premises for failure to comply with such requirements.

10. Insurance and Indemnity

The Supplier shall indemnify S+V against and, at its own cost, maintain adequate insurance cover for (i) loss, destruction and damage of Goods to be delivered to S+V until such time as such Goods are accepted by S+V and/or Services are completed; (ii) employer's liability, covering all employees in accordance with statutory obligations; (iii) public liability; and (iv) product liability insurance to cover its liabilities and obligations under this PO. The Supplier shall maintain all other insurances required by law, as would be prudent, and/or as may be reasonably requested by S+V from time to time.

11. Force Majeure

Neither party shall be liable for any delay in performance which directly or indirectly results from events beyond its reasonable control. In the event that performance of either party's performance under this PO is suspended or delayed by reason of a force majeure event, the affected party shall promptly notify the other party and the other party may, at its option, either terminate this PO or accept delayed performance until such events have ceased to exist.

12. Intellectual Property

The Supplier hereby assigns, and otherwise agrees to assign to S+V absolutely and with full title guarantee, and warrants that any Individual(s) or agent(s) or subcontractor(s) engaged by the Supplier to assist in providing the Deliverables and Services have assigned and/or agree to assign to the Supplier absolutely and with full title guarantee, all rights including without limitation all IPRs (both existing at the date hereof and in the future) in the Deliverables and Services in all languages throughout the universe for the full period of such rights (including all rights to renewals and extensions thereof). The Supplier recognises that S+V has the unlimited unconditional right to edit, copy, alter, add to, take from, adapt and/or translate the Deliverables and Services as they wish. The Supplier grants to S+V any and all consents under the Copyright Designs and Patents Act 1988 (and any modification thereof) as it may require to exploit the Deliverables of the Supplier's services hereunder. The Supplier hereby, to the extent permissible by law, waives irrevocably and warrants that the Individual(s) and any agent(s) or subcontractor(s) engaged by the Supplier to assist in providing the Deliverables and Services have to the extent permissible by law waived irrevocably the benefits of any provision of the law known as "moral rights" (including, but not limited to, any rights of the Supplier, the Individuals, agents, or sub-contractor under Sections 77 and 85 and Sections 205C and 205N of the Copyright Designs Patents Act 1988 and under any resale right arising from EU law) or any similar laws of any jurisdiction. The Supplier shall do all such acts and execute such documents as S+V may reasonably require to vest in or confirm to S+V or its successors in title and licensees the copyright and all other rights and IPRs assigned or granted or purported to be assigned or granted by the Supplier to S+V under this Contract. The Supplier warrants that there are no potential, threatened or actual claims by or against it by any party including without limitation by its agents or subcontractors in respect of the Services and the Deliverables and any IPRs. For the purpose of United States copyright law, the Deliverables shall be deemed a "work made for hire" for S+V.

13. Confidentiality

The Supplier must not use or disclose to any third party any of S+V's trade secrets or Confidential Information for any purposes unless required to do so by law or in order to provide Goods and/or Services. The Supplier must ensure that it keeps all trade

secrets and Confidential Information which the Supplier obtains or otherwise receives in connection with the Services safely and effectively protected against improper disclosure or use. The Supplier must also use its reasonable endeavours to prevent improper disclosure or use of such trade secrets or Confidential Information by third parties.

14. Protection of Personal Data

Supplier understands that S+V collects, retains and processes personal data relating to the Supplier. S+V will process this personal data in accordance with S+V's privacy notice at <http://www.tinopolis.com/privacy-notice/> and applicable data protection legislation.

S+V will use Supplier's personal information for personnel administration, insurance and management purposes, and to comply with its legal obligations to keep certain records. S+V will also use Supplier's personal information to carry out reasonable background checks to comply with its regulatory responsibilities and to verify the information Supplier provides to S+V. S+V will process Supplier's personal information in order to fulfil its contractual obligations to Supplier, to comply with its legal obligations and where it is necessary in its legitimate interests to do so. S+V's legitimate interests include ensuring that the production of the Programme meets its standards and complies with all its legal obligations. S+V may make Supplier's information available to its advisors, assignees, licensees, regulatory authorities and others as required by law. S+V may transfer Supplier's personal information outside the European Economic Area where it is necessary for it to do so.

More information about how S+V use Supplier's personal information is contained in its privacy notice at: <http://www.tinopolis.com/privacy-notice/>.

S+V maintain a database of freelance contractors. S+V use the database to contact contractors should future opportunities arise which S+V considers to be in its and Supplier's legitimate interests. Supplier's personal data will be added to that database and retained for a period of 3 years. During this time if Supplier's personal details change please contact the Production Manager so that S+V may update its records. Supplier can ask S+V to remove Supplier's personal data from this database at any time.

Supplier acknowledges that if, during the course of your engagement, Supplier has access to personal data of others, Supplier shall take adequate precautions to safeguard and to ensure confidentiality of that personal data. Supplier must comply at all times with S+V's data protection and data security policies.

15. Termination

S+V may terminate the PO with immediate effect by giving notice to the Supplier if (i) the Supplier is in material breach of these Terms and Conditions or if the Supplier is in breach of any other agreement between the Supplier and S+V; or (ii) if the Supplier becomes bankrupt or insolvent or has a receiving order made against it, or, being a company, is ordered by the court to be wound up, or enters compulsory or voluntary liquidation, or if it ceases or threatens to cease business for any reason.

16. General

- The parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the PO before resorting to litigation.
- The Supplier shall comply in all respects with all current legislation including, without limitation, Data Protection Legislation, the Bribery Act 2010 and the Modern Slavery Act 2015.
- The Supplier may not assign, sub-contract or otherwise transfer any of its rights and obligations under this PO to any third party. S+V may assign the benefit of this PO.
- S+V's rights under this PO are in addition to the statutory terms implied in favour of S+V by the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982 and any other relevant statute.
- The parties do not intend any terms of this PO to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person or party not party to it.
- If any provision of this PO is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect as if the PO had been executed without the illegal, invalid or unenforceable provision.
- This PO shall be subject to English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.