

RGVA® Ltd TERMS AND CONDITIONS OF SALE

(Full Version, April 2026)

1. INTERPRETATION

1.1 These definitions and rules of interpretation apply to these terms and conditions (Conditions).

Company: RGVA Ltd, registered in England with company number 09947235.

Buyer: the person, firm or company who purchases the Goods and/or Services from the Company.

Party or Parties: Means the Company or the Buyer, or both.

Company's Proposal: the Company's issued rate card and/or written proposal and/or quotation for the sale of the Goods and/or Services.

Contract: any contract between the Company and the Buyer for the sale and purchase of Goods and/or Services, incorporating these Conditions.

Confirmation of order or Purchase Order: All orders placed on the Company by the Buyer must relate to a Proposal or Contract offered by the Company. All confirmation of orders or purchase orders are deemed to be divisible unless specified otherwise, and if divisibility of an order is not acceptable to the Buyer, separate orders must be raised for each part of the specification for Goods and/or Services set out in the Proposal or Contract. If the goods and/or services are delivered or completed in instalments, each completed instalment will be invoiced separately and any invoices for an instalment will be payable in full.

Deliverables: any Documents and materials developed by the Company in relation to the Goods in any form, including certificates, calculation details, drawings, data, reports and specifications (including drafts) that are listed in the Contract as being deliverable to the Buyer or that are delivered to the Buyer.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, data device or any other device or record embodying information in any form.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Services: any services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Buyer Materials: all Documents, information and materials provided by the Buyer or the agent of the Buyer relating to the Goods and/or Services including (without limitation), artwork, drawings, data, reports and specifications.

Delivery: the place and date where delivery of the Goods and/or Services is to take place.

Acceptance: acceptance of the Goods and/or Services by the Buyer.

Rejection: rejection of the Goods and/or Services by the Buyer, made in writing within 10 working days of delivery stating in what respect the Goods and/or Services are deficient.

Warranty: issued by the Company according to the life, use and location of the Goods, as specified by the Buyer.

Defect: where Goods do not conform or perform with the warranty given.

Insolvency Event: a Party suffers an insolvency event when he has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a corporate body) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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 right, typography 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.

Pre-Existing Materials: all Documents, information and materials provided by the Company relating to the Goods which existed prior to the commencement of the Contract including artwork, drawings, data, reports and specifications.

VAT: value added tax chargeable under English Law for the time being and any similar additional tax.

Rate Card: the Company's current schedule of charges for standard services, as issued and updated from time to time. A copy is available from the Company on request.

1.2 A reference to a 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 in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF CONDITIONS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer may wish to apply under any confirmation of order, purchase order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's confirmation of order, purchase order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and a variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing, signed by a Director of the Company and an official representative of the Buyer, and attached as an Appendix to these Conditions.

2.4 The Company and the Buyer acknowledge that they have not relied on any statement, promise or representation made or given by or on behalf of the other Party that is not set out in this Contract or order confirmation. Nothing in this condition shall exclude or limit the Company's liability or the Buyer's liability for fraudulent misrepresentation.

2.5 Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these conditions.

2.6 No order placed by the Buyer shall be deemed as accepted by the Company until a written Order Confirmation document is e-mailed from the Company to the Buyer.

2.7 Any quotation given by the Company is on the basis that no Contract shall come into existence until the Company e-mails an Order Confirmation document to the Buyer.

2.8 All quotations are valid for a period of 30 days from their issue date provided that the Company has not previously withdrawn it, which will be done by e-mail to the Buyer. The Company reserves the right to withdraw or revise a quotation at any time before an Order Confirmation is issued, including where the cost of materials, labour or third-party services has changed materially since the quotation was prepared.

3. COMPANY'S OBLIGATIONS

3.1 The Company shall use reasonable endeavours to supply the Goods and/or Services and to deliver the Deliverables to the Buyer, in accordance in all material respects with the Company's Proposal.

3.2 The Company shall use reasonable endeavours to meet any delivery dates agreed in writing between Parties or specified in the Company's Proposal, but any such dates shall be conditional on the schedules being kept by all related Parties to those dates, including but not limited to; receipt of a confirmation of order or the receipt of a purchase order from the Buyer, the delivery of Artwork, positive approval of visuals, positive approval of colour samples and the availability of Vehicles in accordance with the Company's proposal. In this respect, the schedule dates are estimates only and time shall not be of the essence for delivery of the Goods and/or Services if any of those pertinent dates varies.

4. BUYER'S OBLIGATIONS

4.1 CO-OPERATION: The Buyer shall co-operate with the Company in all matters relating to the Goods and/or Services and provide to the Company, in a timely manner, a full and concise Purchase Order, correct content for artwork or correct artwork, plus any other information as the Company may require to ensure that the order is accurate in all respects and deliverable on the dates requested.

4.2 ARTWORK: The Buyer or their agent will provide 'print ready artwork' in accordance with the artwork specification supplied by the Company. Where the Buyer or their agent does not do this, the Company reserves the right to charge the Buyer for Pre-Press time for each artwork piece and for each dimension in which it is required to convert the artwork into 'print ready artwork'. The Company's standard charge for Pre-Press time shall be set out in the Company's current Rate Card. A copy of the current Rate Card is available from the Company on request.

4.3 PRELIMINARIES: Where the Buyer or their agent requests the Company to carry out initial artwork, purchase images, engineer layouts or conduct site audits prior to issuing an order confirmation or purchase order, the cost relating to initial works will be included in a subsequent quotation or subsequent proposal from the Company. In situations where there is a delay issuing an order confirmation or purchase order, or an order confirmation or purchase order does not materialise, the Company will invoice the Buyer or their agent (whoever requested the initial work to be carried out) on a month-end time-spent basis. The Company's standard charge for preliminary works shall be set out in the Company's current Rate Card. Other costs incurred will be charged at cost.

4.4 DIMENSIONS: For Buyer-supplied dimensions, or dimensions supplied by an agent of the Buyer (for example a vehicle bodybuilder), the Buyer will accept the Goods providing they are within 2% or +/- 10mm, whichever is less, of the supplied dimensions specified at the time of placing an order. For dimensions supplied by the Company, which will be the result of a vehicle audit, the Company will specify and/or confirm those dimensions to the Buyer on the Order Confirmation, and the Buyer will accept the Goods providing they are within 2% or +/-10mm, whichever is less, of the supplied dimensions. In either situation, before production, the Company will supply a schematic 1:10 scaled visual with content for each piece or variant of creative for positive approval by the Buyer at the time of placing an order or during an order process.

4.5 COLOURS: Colour match is only achieved when the Buyer provides the Company with a physical printed piece to match to and/or specifies RAL numbers or coated Pantone numbers to be achieved for designated areas of block colour. Where the Buyer or their agent does not provide such information, the Buyer is deemed to accept the colours on the print(s) produced by the Company's 'print from file processes'.

4.6 PHYSICAL SAMPLES OR TEST PRINTS: If requested, the cost of providing samples or test prints will be included in a Proposal or Contract provided by the Company to the Buyer. Where the Buyer requires a sample or test print prior to issuing an order confirmation or purchase order, the Company will provide such prints at the cost set out in the Company's current Rate Card for up to a maximum of 2 square metres of Traxx® banner print and/or vinyl print (including delivery of the samples). These charges are not refundable.

4.7 COMPANY'S RIGHT TO USE IMAGES: Unless refused in writing by the Buyer at the time of placing an order with the Company, the Company will presume, and be so indemnified by the Buyer, that it has the Buyer's permission and/or that of their client, to use images or supplied photographs of the final work to demonstrate the Company's services in its marketing activity. If images or supplied photographs are used, it is the Company's policy to make an image or written reference to the Buyer and/or their client.

Where any such images may include identifiable individuals, the Buyer warrants that it has obtained all necessary consents from those individuals for the use of their image by the Company for the purposes described in this clause, in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. The Buyer agrees to indemnify the Company against any claim arising from the use of such images where the Buyer has failed to obtain the required consents. The Company's use of images under this clause shall be consistent with its Privacy Policy, a copy of which is available at the Company's website or on request.

4.8 POSTPONEMENT OR CANCELLATION: The Buyer may postpone or cancel an order for Goods and/or Services at any time by giving written notice to the Company. Upon receipt of such notice, the Company will invoice the Buyer on a pro-rata basis for: (a) all Goods already produced; (b) all materials purchased against the order; and (c) all costs related to Services already delivered.

Where cancellation occurs in respect of Services that were planned but not yet commenced, a Cancellation Fee will apply as follows, calculated per member of the Company's personnel (including employees and subcontractors) committed to and stood down from the relevant work: (i) £150

per person per half day; or (ii) £250 per person per full day, where the cancellation notice is received within 48 hours of the planned commencement of work. For the avoidance of doubt, 'per person' refers to each individual member of the Company's personnel (including any engaged subcontractors) who had been allocated to and is stood down from the relevant work as a direct result of the cancellation.

5. DELIVERY, INVOICING AND ACCEPTANCE PRIOR & AFTER INSTALLATION

5.1 SAMPLES AND TEST PRINTS: If requested by the Buyer, where Goods relate to the supply of multiple sets, the Company will include in its Proposal or Contract the cost of 1 physical sample or 1 test print for the Buyer to inspect and approve the Goods prior to further Goods being supplied by the Company. It is the Buyer's sole responsibility to inspect the Goods, either at an address specified by the Buyer or at the Company's premises, before further production takes place. Inspection should cover: dimension, materials used, colour, print quality, finishing and packaging.

5.2 WORKING PROTOTYPE: If requested by the Buyer, where Goods and/or Services relate to multiple vehicles or the rebrand of a fleet, the Company will include in its Proposal or Contract the cost of 1 working prototype for the Buyer to inspect and approve the Goods and/or Services prior to further Goods and/or Services being supplied by the Company. It is the Buyer's sole responsibility to inspect the Goods and/or Services, either at an address specified by the Buyer or at the Company's premises, before further production takes place. Inspection should cover: dimension, materials used, colour, print quality, alignment, accuracy of fitment, and style of finishing.

5.3 WAIVER OF INSPECTION: In accordance with clauses 5.1 and/or 5.2, if the Buyer, at the Buyer's discretion, chooses not to approve or carry out an inspection and the Goods are produced and Services are delivered, then all costs relating to takedown, reprint, reinstallation, remedial work, subsequent loss of media value or any other claims are the sole responsibility of the Buyer.

5.4 PROGRESS INVOICING: Unless otherwise agreed in writing, the Company reserves the right to invoice in stages as follows:

(a) Graphics Kit Production: Upon completion of the production of any graphics kit or set of Goods, the Company may raise an invoice for the full value of those Goods, irrespective of whether installation has taken place or is scheduled to take place. Risk in the Goods shall pass to the Buyer upon such invoice being raised, and the Goods shall be held by the Company on behalf of the Buyer pending installation or collection.

(b) Installation and Fitting Services: The Company may raise a separate invoice for installation and fitting Services upon completion of each installation event, whether that relates to a single vehicle, a group of vehicles, or an agreed phase of a programme.

(c) Storage: Where Goods have been produced and invoiced under clause 5.4(a) but installation is delayed for any reason — including but not limited to delays caused by the Buyer, the Buyer's agents, vehicle build delays, vehicle availability, or scheduling changes — the Company reserves the right to charge a reasonable storage fee for each week or part-week during which the Goods are held by the Company pending installation. Storage fees shall be set out in the Company's current Rate Card or agreed in writing between the Parties.

(d) No Deferral of Payment: The fact that installation has not yet taken place shall not entitle the Buyer to defer or withhold payment of any invoice raised under clause 5.4(a). Payment terms under clause 8 apply in full from the date of each invoice, regardless of installation status.

5.5 FAILURE TO ACCEPT DELIVERY: If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, the Buyer shall be liable for all related costs and expenses including, without limitation, storage and insurance. For the avoidance of doubt, any payment due upon delivery still remains due on the original date of delivery, and any credit term agreed between the Company and the Buyer will commence on the original date of delivery, even if the Buyer requests a delay to delivery.

5.6 SPLIT DELIVERY AND INVOICING: Where specified in the Proposal or Contract, or where progress invoicing applies under clause 5.4, the Company may split delivery of the Goods and/or Services. Each delivery or completed stage shall be invoiced and paid for in accordance with the provisions of the Contract and clause 8. Services will be invoiced on completion of each discrete service event and shall be payable in accordance with clause 8.

5.7 SCHEDULE CHANGES: If a delivery or installation schedule is changed by the Buyer, or by another party related to the Buyer, and those changes materially alter the cost or timing for the Company to deliver the order, the Company will complete the relevant work under the financial provisions of the original Order Confirmation and seek further authorisation from the Buyer to accommodate a revised schedule. Where a schedule change results in the Company holding completed Goods for more than 14 days beyond the originally confirmed installation date, the Company reserves the right to raise

an invoice for the completed Goods under clause 5.4(a) and, where applicable, to charge storage fees under clause 5.4(c).

5.8 DELAY IN DELIVERY — LIABILITY: Subject to the other provisions of these conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services, even if caused by the Company's negligence.

5.9 REJECTION NOTICE: If in the Buyer's reasonable opinion the Goods and/or Services supplied by the Company are not in accordance with the order, the Buyer shall reject them by giving written notice (a "Rejection Notice") to the Company within 10 working days of delivery or completion of installation, whichever is the later, stating in what respect the Buyer believes the Goods and/or Services are deficient.

In respect of defects that could not reasonably have been discovered upon delivery or installation (latent defects), the Buyer shall give written notice to the Company as soon as reasonably practicable upon discovery of the defect, and in any event within the warranty period applicable to the relevant Goods under clause 9.

5.10 INSPECTION FOLLOWING REJECTION: In the event of a Rejection Notice, the Buyer shall make the Goods, or the vehicles displaying the Goods, available to the Company for inspection. If the Goods and/or Services are found not to have met the specification, the Company shall repair or replace them in accordance with clause 9.8.

5.11 DEEMED ACCEPTANCE: If the Buyer fails to issue a Rejection Notice within the period specified in clause 5.9, or if the Buyer makes use of the Goods following delivery or installation, then acceptance of the Goods and/or Services shall be deemed to have occurred ("Acceptance"), save in respect of latent defects notified in accordance with clause 5.9.

5.12 CREDIT NOTES: The Company will only issue credit notes against rejected Goods if they have not been used for their intended purpose and a valid Rejection Notice has been issued in accordance with clause 5.9.

5.13 COURIER DELIVERIES: Any delivery sent by the Company to the Buyer via courier should be signed for as 'unchecked' or 'damaged' where the Buyer has not had a reasonable opportunity to inspect the contents at the point of delivery. Where this is not possible, the Buyer shall notify the Company in writing of any damage or discrepancy within 2 working days of receipt. Failure to notify the Company within this period may prevent the Company from making a claim against the courier, and the Company reserves the right to deem the Goods Accepted by the Buyer in such circumstances.

6. RISK AND TITLE

6.1 RISK: The Goods are at the risk of the Buyer from the date and time of delivery. Where Goods have been produced and invoiced under clause 5.4(a) but remain held by the Company pending installation, risk in those Goods shall pass to the Buyer on the date the relevant invoice is raised, notwithstanding that physical delivery has not yet taken place. The Buyer shall be responsible for insuring the Goods from that point.

6.2 PASSING OF TITLE: Ownership of the Goods shall not pass to the Buyer until the Company has received in full, in cleared funds, all sums due to it in respect of those Goods and any other sums outstanding from the Buyer to the Company under any other contract or order.

6.3 BUYER'S OBLIGATIONS PRIOR TO PASSING OF TITLE: Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full replacement value against all risks, to the reasonable satisfaction of the Company. On request, the Buyer shall produce the relevant policy of insurance to the Company.

6.4 RESALE PRIOR TO PASSING OF TITLE: The Buyer may resell the Goods, or incorporate the Goods into or onto the goods or vehicles of the Buyer, before ownership has passed to it, on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business;
- (b) any sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
- (c) any gifting of the Goods by the Buyer shall not affect the Buyer's obligation to make full settlement for the Goods.

6.5 TERMINATION OF BUYER'S RIGHT TO POSSESSION: The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) the Buyer suffers an Insolvency Event; or

- (b) the Buyer charges for any of the Goods but does not make full settlement to the Company for those Goods.

6.6 COMPANY'S RIGHT TO RECOVER PAYMENT: The Company shall be entitled to recover payment for the Goods and/or Services notwithstanding that ownership of the Goods has not yet passed from the Company to the Buyer.

6.7 COMPANY'S RIGHT OF ACCESS AND RECOVERY: The Buyer grants the Company, its agents and employees, an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to recover them.

Where Goods have been incorporated into or applied to a vehicle or vehicles prior to the termination of the Buyer's right to possession, physical recovery of the Goods may not be practicable. In such circumstances, the Company shall be entitled, at its sole election, to exercise one or more of the following remedies:

- (a) Physical recovery: require the Buyer to make the relevant vehicle or vehicles available at the Company's premises or at a location reasonably specified by the Company, so that the Goods may be removed. The reasonable costs of removal shall be borne by the Buyer; or
- (b) Cash equivalent: treat the full invoice value of the unrecovered Goods as a debt immediately due and payable by the Buyer, together with any applicable interest and storage charges accrued under these Conditions; or
- (c) Partial recovery and cash balance: recover such Goods as are practicably removable and treat the invoice value of any remaining irrecoverable Goods as a debt immediately due and payable.

The Company's election of one remedy under this clause shall not prevent it from subsequently pursuing another remedy to the extent the first remedy does not result in full recovery of the sums due.

6.8 DEEMED SALE: Where the Company is unable to determine whether the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold the Goods at the price at which they were invoiced to the Buyer, and the full invoice value shall be treated as immediately due and payable to the Company.

6.9 INSOLVENCY OF BUYER — PROCEEDS AND THIRD PARTY LIABILITY: If the Buyer has resold the Goods or incorporated the Goods into or onto the goods or vehicles of the Buyer, and the Buyer subsequently suffers an Insolvency Event or appoints administrators, the following shall apply:

- (a) The Buyer shall, to the extent possible, hold any proceeds of sale of the Goods on trust for the Company in a separate account, and shall account to the Company for those proceeds up to the amount outstanding to the Company in respect of the Goods.
- (b) Where the Goods have been incorporated into or applied to assets belonging to a third party prior to the Insolvency Event, the Company reserves the right to pursue that third party directly for the value of the Goods incorporated into their assets, to the extent permitted by law and by any agreement between the Buyer and that third party.
- (c) The parties acknowledge that the enforceability of clause 6.9(b) will depend on the circumstances of the insolvency and the nature of any third-party arrangements. Nothing in this clause shall be construed as creating a guarantee or direct obligation on the part of any third party who is not a party to this Contract.

6.10 SURVIVAL ON TERMINATION: With the exception of termination by way of non-payment, on termination of the Contract howsoever caused, the rights and obligations of the parties contained in this clause 6 shall remain in full force and effect until all sums due to the Company have been paid in full.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods and/or Services shall be the price set out in the Company's Order Confirmation document.

7.2 The price for the Goods and/or Services shall be dependent on the payment date and/or terms offered or agreed by the Company.

7.3 The price for the Goods and/or Services shall be exclusive of any VAT.

7.4 Unless otherwise stated in the Company's Order Confirmation document, the price excludes all costs or charges in relation to packaging, loading, unloading, carriage, access equipment and insurance — all of which are amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or Services.

7.5 PRICE VARIATION: The price stated in a Proposal or Order Confirmation is based on the cost of materials, labour, energy and third-party services at the time of issue. Where, after the issue of an Order Confirmation but prior to completion of the Goods and/or Services, the Company experiences a material increase in the cost of any of these inputs (being an increase of 5% or more in the relevant cost), the Company reserves the right to notify the

Buyer in writing and to adjust the price accordingly. Upon receipt of such notice, the Buyer may elect to: (a) accept the revised price and proceed with the order; or (b) cancel the order within 5 working days of the notice, in which case the Company will invoice only for Goods already produced, materials purchased and Services already delivered up to the date of cancellation, and no Cancellation Fee under clause 4.8 shall apply. Failure to cancel within 5 working days shall be deemed acceptance of the revised price.

8. PAYMENT

8.1 Unless otherwise agreed by the Company in writing, payment will become due in pounds sterling 30 days from the invoice date.

8.2 Where special conditions are offered or agreed by the Company, the payment date or account term will be set out on the Order Confirmation and payment will become due in pounds sterling on the date or terms agreed.

8.3 Where either standard payments in condition 8.1 are accepted, or special payment dates or account terms in condition 8.2 are agreed, the Company may apply a surcharge of 7% for each 30-day period or part thereof during which payment remains outstanding beyond the due date.

8.4 In all cases, time for payment shall be of the essence.

8.5 No payment is considered received until the Company has cleared funds in the Company's bank account or has received cash.

8.6 LATE PAYMENT — STATUTORY RIGHTS: Without prejudice to any other rights the Company may have under these Conditions, the Company reserves the right to claim interest, fixed compensation and reasonable debt recovery costs on any overdue invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). For the avoidance of doubt: (a) the Company may claim statutory interest at the rate of 8% per annum above the Bank of England base rate from the date payment became due; (b) the Company may claim fixed compensation of £40, £70 or £100 per invoice (depending on the value of the invoice) as provided under the Act; and (c) the Company may claim any reasonable costs of recovering the debt that exceed the fixed compensation amount. These statutory rights apply in addition to, and not in substitution of, the Company's right to apply a surcharge under clause 8.3.

8.7 DISPUTED INVOICES: Disputed invoices must be declared in writing within 14 days of the invoice date, setting out clearly the grounds for the dispute. With the exception of legitimately disputed invoices, all payments payable to the Company under a Contract shall become due immediately on its termination despite any other provision. The Company reserves the right to pursue payment and apply interest and surcharges on any undisputed portion of an invoice during the period any dispute is being resolved.

8.8 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

8.9 If the Buyer fails to pay the Company any sum due under this Contract on the due date, the Buyer agrees to pay interest and compensation to the Company in accordance with clause 8.6 and, where the surcharge under clause 8.3 is greater than the statutory interest rate, the surcharge rate shall apply instead.

8.10 Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay the Company on the due date, the Company may suspend the production and delivery of further Goods and/or Services until payment has been made in full.

8.11 DEBT RECOVERY COSTS: The Buyer shall indemnify the Company for all reasonable costs incurred in recovering overdue payments, including but not limited to legal fees, debt collection agency fees and court fees, to the extent that such costs are not already covered by the fixed compensation amounts recoverable under clause 8.6(b).

9. QUALITY & WARRANTY

9.1 The Company is a 3M™ Select Gold Partner, supplying Goods and/or Services under the 3M™ Select Gold Partner Warranty on all self-adhesive Goods produced using 3M™ Graphic Materials, 3M™ Inks and 3M™ Graphic Protection on approved equipment. The Warranty offered is dependent on specification. Specific warranty details are available from the Company, or direct from 3M™ at www.3m.com.

9.2 The Company is an authorised 3M™ AVW™ (Authorised Vehicle Wrapper) and offers the 3M™ MCS™ (Match Component System) Warranty on the Services relating to application of Goods. The Warranty offered is dependent on specification. Specific warranty details are available from the Company, or direct from 3M™ at www.3m.com.

9.3 The Company is a Licensed Traxx® System Distributor and offers the Traxx® System Warranty on all installations using approved techniques as set out in published guidelines. Specific warranty details are available from the Company, or direct from Traxx® at www.traxx.eu.com.

9.4 Where in condition 9.1 and condition 9.3 the Company is not the primary manufacturer of materials used to prepare the Goods, the Company shall, at a minimum, transfer to the Buyer the benefit of any individual component warranty or guarantee given to the Company.

9.5 Regardless of assurances and statements given in conditions 9.1 - 9.4, the Company warrants that, subject to the other provisions of these conditions, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, and be fit for use on the vehicle for which details have been reviewed and accepted by the Company. These Conditions apply exclusively to business-to-business transactions and are not intended to apply to consumer contracts. The warranty issued will vary according to the life, use and location of the Goods, as specified by the Buyer. The Company reserves the right to revoke any warranty where the Buyer, contrary to advice given by the Company, insists on a specification of Goods that is deemed by the Company to be unsuitable for the intended life, use or location as notified by the Buyer, or where eventual use of the Goods exceeds the life or is used in a different location originally stated by the Buyer.

9.6 The Company shall not be liable for a breach of any of the warranties in conditions 9.1 - 9.5 unless:

- (a) The Buyer gives written notification of the defect to the Company; or
- (b) The defect is as a result of damage in transit by the carrier; or
- (c) The Company is given a reasonable opportunity after receiving notification of the defect to examine such Goods.

9.7 The Company shall not be liable for a breach of any of the warranties in conditions 9.1 - 9.5 if:

- (a) The Buyer makes any further use of such Goods after giving such notice; or
- (b) The defect arises because the Buyer failed to follow the Company's written instructions as to the storage, installation, use or maintenance of the Goods; or
- (c) The Buyer alters the Goods without the written consent of the Company; or
- (d) The Buyer repairs the Goods without following the guidelines issued by the Company; or
- (e) The Buyer repairs the Goods using another Party.

9.8 Regardless of assurances and statements given in conditions 9.1 - 9.4, if any of the Goods do not conform with the warranty described in condition 9.5 the Company shall at its option repair or replace the Goods (or the defective part) or refund the price of the Goods at the pro-rata Contract rate.

9.9 If the Company complies with condition 9.8 it shall have no further liability for a breach of any of the warranties in condition 9.5 in respect of such Goods.

9.10 Any Goods replaced or repaired will benefit from the term of the original warranty set out in condition 9.5.

9.11 SURFACE CONDITION — BUYER'S RESPONSIBILITY: The Buyer warrants that all vehicle surfaces to which the Goods are to be applied are:

- (a) in sound condition, properly prepared and free from contamination, corrosion, excessive oxidation or previous poorly adhered coatings; (b) finished with a standard manufacturer's paint system or a repaint of equivalent quality applied in accordance with industry standards; and (c) suitable in all respects to receive self-adhesive vinyl graphics. Where the Company carries out a vehicle audit or pre-installation inspection and identifies any surface condition concerns, the Company will notify the Buyer in writing prior to application. Proceeding with installation following such notification shall be deemed acceptance by the Buyer that the surface condition risk is acknowledged and accepted, and the Company shall have no liability for any surface damage arising from or related to the condition identified. Where no vehicle audit is carried out, or where the Buyer supplies vehicles without prior inspection by the Company, it is the Buyer's sole responsibility to ensure surfaces meet the requirements of this clause.

9.12 REMOVAL OF GOODS — LIMITATION OF LIABILITY: The Company accepts no liability for any damage to vehicle paintwork, bodywork or other surfaces arising from or in connection with the removal of Goods, in any of the following circumstances:

- (a) The Goods have been in place beyond the recommended service life specified at the time of application or set out in the applicable warranty under clauses 9.1 to 9.3;
- (b) The vehicle has been resprayed, recoated or otherwise had its paintwork altered after the Goods were applied, whether or not the Company was notified of such work;
- (c) The surface to which the Goods were applied did not, at the time of application, meet the requirements of clause 9.11;
- (d) The Goods are removed using tools, techniques or temperatures outside those recommended by the Company or the materials manufacturer;

(e) Removal is carried out by a third party not authorised or approved by the Company; or

(f) The Goods have been subject to damage, accident, environmental exposure or other factors outside the Company's control that have affected their adhesive properties or the integrity of the underlying surface.

9.13 REMOVAL SERVICES: Where the Buyer requests the Company to carry out removal of Goods as a Service, the Company will use reasonable skill and care in doing so. However, even where removal is carried out by the Company, no warranty or guarantee is given that the underlying paintwork or surface will be undamaged, where any of the circumstances set out in clause 9.12(a) to (f) apply. The Company will advise the Buyer in advance where it considers there to be a material risk of surface damage, and the Buyer's instruction to proceed following such advice shall constitute acceptance of that risk.

9.14 PRE-REMOVAL CONDITION REPORT: Where either Party identifies a material risk of surface damage prior to removal — whether arising from age of the Goods, known surface condition issues, or otherwise — the Company may, at its discretion or at the Buyer's request, carry out a pre-removal condition report documenting the state of the vehicle surfaces prior to removal. The cost of such a report shall be set out in the Company's Rate Card. The existence or absence of such a report shall not affect the limitation of liability set out in clause 9.12, but may be used as evidence of the surface condition prior to removal.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in any designs, artwork, layouts, proofs, production files, visuals, concepts, drawings, specifications or other materials created by the Company in connection with the Goods or Services (the "Deliverables") shall remain the property of the Company unless otherwise agreed in writing.

10.2 All Intellectual Property Rights in any materials, branding, logos, artwork, images, guidelines or other content supplied by the Buyer (the "Buyer Materials") shall remain the property of the Buyer or its licensors. The Buyer grants the Company a non-exclusive licence to use the Buyer Materials solely for the purpose of providing the Goods and Services.

10.3 Upon full payment of all sums due under the Contract, the Company grants the Buyer a non-exclusive licence to use the Deliverables for the purposes for which they were created, including use on the Goods supplied by the Company and for the Buyer's internal business purposes.

10.4 Unless otherwise agreed in writing, the licence granted under clause 10.3 does not permit the Buyer to reproduce, adapt, modify, supply or provide the Deliverables or production artwork to any third party for the purpose of manufacturing, printing, installing or reproducing the Goods.

10.5 The Company may, at its sole discretion and subject to payment of any applicable artwork or design fees, grant the Buyer additional rights to use, reproduce or transfer the Deliverables. Any such rights must be agreed in writing.

10.6 The Company reserves the right to use images, visuals or descriptions of the completed Goods and Deliverables for portfolio, marketing or promotional purposes unless otherwise agreed in writing.

10.7 The Buyer warrants that any Buyer Materials supplied to the Company do not infringe the Intellectual Property Rights of any third party and agrees to indemnify the Company against any claims arising from the use of such materials.

11. CONFIDENTIALITY, DATA PROTECTION & THE PROPERTY OF OTHER PARTIES

11.1 Both Parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives or intentions which are of a confidential or commercially advantageous nature, and shall keep in strict confidence any other confidential information concerning the other Party's business or its products which the other Party may obtain. These confidentiality obligations shall survive termination of the Contract for a period of 5 years.

11.2 The Buyer may disclose such information: (a) to its employees, officers, representatives, advisors, agents, consultants or subcontractors who need to know such information for the purposes of carrying out the Buyer's obligations under the Contract; and (b) as may be required by Law, Court Order or any governmental or regulatory authority.

11.3 The Buyer shall ensure that its employees, officers, representatives, advisors, agents, consultants or subcontractors to whom it discloses such information comply with condition 11.

11.4 The Buyer shall not use any such information for any purpose other than to perform its obligations under the Contract.

11.5 All materials, equipment and tools, drawings, specifications and data supplied by the Company or the Buyer (including Pre-Existing Materials) for the purpose of supplying Goods or Services shall, at all times, be and remain

as between the Company and the Buyer the exclusive property of the applicable Party and shall not be disposed of or used other than in accordance with the Company's or the Buyer's written instructions or authorisation.

11.6 DATA PROTECTION: Each Party shall comply with its respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (together, "Data Protection Legislation") in connection with any personal data processed in the course of performing or receiving the Goods and/or Services.

11.7 Where the Company processes personal data on behalf of the Buyer in the course of providing Services, the Company shall: (a) process such personal data only in accordance with the Buyer's documented instructions; (b) implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction or damage; (c) not transfer personal data outside the United Kingdom without the Buyer's prior written consent and, where such transfer occurs, ensure that an appropriate safeguard is in place in accordance with UK GDPR; (d) notify the Buyer without undue delay upon becoming aware of a personal data breach affecting data processed under the Contract; and (e) on termination of the Contract, at the Buyer's election, delete or return all personal data processed on the Buyer's behalf, save to the extent retention is required by law.

11.8 Each Party warrants that it has a valid lawful basis under Data Protection Legislation for sharing any personal data with the other Party in connection with this Contract, and shall indemnify the other Party against any losses, costs or claims arising from a breach of this warranty.

11.9 NON-SOLICITATION: During the term of the Contract and for a period of 12 months following its termination, neither Party shall directly solicit or endeavour to entice away any employee, subcontractor or specialist personnel of the other Party who was involved in the performance of the Contract, without the prior written consent of the other Party.

12. LIMITATION OF LIABILITY

12.1 Subject to condition 3 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (a) any breach of the Contract; (b) any use made or resale by the Buyer of any of the Goods, the Deliverables or of any product incorporating any of the Goods; and (c) any representation, statement or tortious act or omission including negligence arising under, or in connection with, the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract, save that nothing in these Conditions excludes the implied conditions as to title or any other term that cannot lawfully be excluded in a business-to-business contract.

12.3 Nothing in these conditions excludes or limits the liability of the Company: (a) for death or personal injury caused by the Company's negligence; or (b) under section 2(3), Consumer Protection Act 1987; or (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (d) for fraud or fraudulent misrepresentation.

12.4 Subject to conditions 12.2 and 12.3, the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever, howsoever caused, which arise out of or in connection with the Contract.

12.5 AGGREGATE LIABILITY CAP: Subject to condition 12.3, the Company's total aggregate liability to the Buyer in respect of all claims arising under or in connection with the Contract (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the total fees paid or payable by the Buyer to the Company under the relevant Contract in the 12-month period immediately preceding the event giving rise to the claim.

12.6 INSURANCE: Each Party shall maintain in force throughout the term of the Contract such insurance policies as are appropriate to its obligations and potential liabilities under the Contract, including (where applicable) public liability insurance and professional indemnity insurance. Each Party shall produce evidence of such insurance to the other Party on request.

13. ASSIGNMENT

13.1 Unless agreed otherwise in writing between Parties the Company may assign or sub-contract the Contract or any part of it to any person, firm or company.

14. TERMINATION

14.1 Without prejudice to any other rights or remedies that the Parties may have, either Party may terminate the Contract without liability to the other immediately on giving notice to the other if: (a) the other Party fails to pay any

amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or (b) 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 30 days of that Party being notified in writing of the breach; or (c) the other Party suffers an Insolvency Event.

For the avoidance of doubt, the 14-day cure period under clause 14.1(a) does not suspend or delay the accrual of interest, surcharges or the Company's right to suspend delivery under clause 8.10, all of which continue to apply from the date payment first became due.

14.2 On termination of the Contract for any reason: (a) the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest that are rightly due and undisputed and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; (b) the Buyer shall return all of the Company's Equipment, Pre-Existing Materials and Deliverables. If the Buyer fails to do so, then the Buyer gives rights to the Company to enter the Buyer's premises and take possession of them; and (c) the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive termination, shall not be affected.

14.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect: (a) Condition 10; (b) Condition 11; (c) Condition 14; and (d) Condition 18.

15. FORCE MAJEURE

15.1 The Company shall have no liability to the Buyer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company 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, pandemic, epidemic, public health emergency, government-imposed restrictions or closures, shortage or unavailability of raw materials or components, supply chain disruption, cyber attack or failure of IT systems, or default of contractors or subcontractors.

15.2 If a force majeure event continues for a period of 60 days or more, either Party may terminate the Contract by giving not less than 14 days' written notice to the other. In such event, the Company shall invoice for all Goods produced, materials purchased and Services delivered up to the date of termination, and no Cancellation Fee under clause 4.8 shall apply to the undelivered portion of the order.

16. GENERAL

16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company 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 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 the Company 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 the Parties of any breach, 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.

17. COMMUNICATIONS

17.1 All communications between the Parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or email to the addresses set out in the Order Confirmation or as otherwise notified in writing. For the avoidance of doubt, communications sent via messaging applications (including but not limited to WhatsApp, SMS or similar platforms) shall not constitute valid notices under this Contract unless confirmed by email to the designated email address.

17.2 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, two days after posting (excluding Saturdays, Sundays, bank and public holidays); (b) if delivered by hand, on the day of delivery; or (c) if sent by e-mail, on the day of sending to the correct designated email address, unless a delivery failure notification is received by

the sender.

18. GOVERNING LAW & JURISDICTION

18.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the Law of England and Wales.

18.2 The Parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

19. FINAL PROVISION

19.1 Engaging with the Company on an initial consultancy basis, or requesting initial artistic work from the Company to establish a need, or requesting prototype work from the Company is done so in full agreement with these Terms and Conditions of Business.

19.2 Any failure by the Company to enforce any or all of these Conditions, or any leniency offered by the Company to the Buyer in respect of these Conditions shall not be construed as a waiver of any rights.

19.3 The Company reserves the right to vary, change, alter, amend, add to or remove any of these Conditions by giving not less than 30 days' written notice to the Buyer. Any variation shall not apply to any Contract already confirmed by an Order Confirmation issued prior to the date the variation takes effect.

19.4 If Services are governed by a separate Contract relying on a previous version of these Conditions, the Buyer will be written to informing of changes.

19.5 If Services do not rely on a separate Contract, the Buyer must ensure that the Conditions accompanying each Proposal or Contract offered by the Company to the Buyer are reviewed. The Buyer will be deemed to have accepted any variation to these Conditions once the notice period under clause 19.3 has expired. The version of these Conditions in force at the date of the relevant Order Confirmation shall govern that Contract.

19.6 These Conditions were last updated in April 2026. The version number and date of any subsequent revision will be noted in the header of the document. Buyers should ensure they have received and reviewed the current version prior to placing an order.