

STUDIO LAMBERT

PURCHASE ORDER TERMS AND CONDITIONS

1. Interpretation and Definitions

1.1 The following definitions apply in these terms and conditions:

Contract: the Term Sheet and these Terms and Conditions.

Data Protection Legislation: means Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the General Data Protection Regulations (being EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the movement of such data) (when in force), the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended, updated, replaced and/or superseded from time to time, and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national regulators including the UK Information Commissioner.

Goods: means any goods agreed in the Contract to be bought and/or hired by Studio Lambert from the Supplier (including any parts or parts of them).

Intellectual Property Rights: means any patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, trade marks, service marks, business names, brand and/or trade names, logos, programme titles, formats, domain names 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 registrations or applications to register any of the aforesaid items, and all similar or equivalent rights or forms of protection in any part of the world.

Services: means any services to be provided by the Supplier to Studio Lambert pursuant to the Contract.

Studio Lambert: as detailed in the Term Sheet

Supplier: as detailed in the Term Sheet

1.2 A reference to one gender includes a reference to the other gender. Headings do not affect the interpretation of these conditions.

2. Application of Terms

2.1 These conditions govern the Contract to the entire exclusion of all other terms and conditions and shall prevail over any inconsistent terms or conditions contained or referred to in the Contract, the Supplier's quotation, proposal, confirmation of order, specification or other document supplied by the Supplier or implied by law, trade custom, practice or course of dealing. Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of Studio Lambert.

2.2 Each Contract shall be deemed to be an offer by Studio Lambert to buy and/or hire Goods and/or Services (as the case may be) subject to these conditions and no Contract shall be accepted until

the Supplier either expressly signs the Contract or impliedly, by fulfilling the Contract in whole or in part, accepts the offer.

3. Provision of Goods or Services

- 3.1 The Supplier will provide the Goods and/or Services in accordance with the terms and/or specification set out in the Term Sheet or accompanying documentation and shall devote such time, attention and abilities to the provision of the Goods and/or Services as may be necessary for the satisfactory completion thereof.
- 3.2 Without prejudice to Studio Lambert's right to choose one or more of the Remedies, if Supplier is unable to provide the Goods and/or supply the Services for any reason, it will immediately notify Studio Lambert giving reasons and durations of any failure or delay.
- 3.3 If Studio Lambert seeks to vary the Goods and/or Services, the Supplier will use best endeavours to accommodate such variation.
- 3.4 Supplier will comply with all reasonable requests and directions of Studio Lambert and any other third party working with Studio Lambert.
- 3.5 Studio Lambert agrees to provide Supplier with such information, support and co-operation as may be reasonably required by the Supplier in order to perform the Contract.

4. Personnel and Subcontractors

- 4.1 In the event that the personnel named on the Contract cannot carry out the Services or are not deemed by Studio Lambert to be carrying out the Services satisfactorily, the Supplier shall replace such personnel with personnel whose identity shall be pre-approved by Studio Lambert.
- 4.2 The Supplier will ensure that all key personnel named on the Contract (or otherwise agreed by Studio Lambert) will be exclusively available on days notified by Studio Lambert and will ensure that at all other times the key personnel are available to perform the Services on a non-exclusive first call basis.
- 4.3 The Supplier may (with the prior written consent of Studio Lambert) engage such third parties as are necessary for the supply of the Services provided that the Supplier shall have full responsibility for the due and proper work of such third parties and shall remain liable for the acts or omissions of any third party. The Supplier shall ensure that any sub-contractor complies with these conditions.

5. Delivery, Risk and Ownership

- 5.1 The Goods shall be delivered to the location specified in the Contract at the Supplier's own cost and risk and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows the Contract number and description of content. The Goods will remain at the Supplier's risk until delivery is complete (including off-loading and stacking). If Studio Lambert is buying the Goods, ownership shall vest in Studio Lambert on the earlier of delivery and payment.
- 5.2 The date of delivery shall be specified in the Term Sheet, or if no date is specified within 14 days of the date of the Contract, time being of the essence.

- 5.3 Studio Lambert shall not be deemed to have accepted Goods until it has had 14 days to inspect or test them following delivery. In the event that Studio Lambert determines that the Goods have been supplied in breach of Contract it may exercise one or more of the Remedies.
- 5.4 If Studio Lambert rejects the Goods or any part thereof for any reason, return delivery to the Supplier shall be at the Supplier's expense and the Supplier shall promptly repay to Studio Lambert any sums paid for the rejected Goods.
- 5.5 Studio Lambert shall own any Intellectual Property Rights created in the performance of the Services and the Supplier hereby assigns to Studio Lambert all Intellectual Property Rights created in the provision of the Services. The Supplier indemnifies and holds Studio Lambert harmless against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim by a third party that the receipt and use of the Goods and/or any items or material supplied to Studio Lambert as part of the Services infringes the Intellectual Property Rights of any third party.

6. Price and Payment

- 6.1 The price of the Goods and/or Services shall be as set out in the Term Sheet and shall be exclusive of VAT (unless otherwise stated on the Contract) but inclusive of all other charges including labour and/or expenses.
- 6.2 The Supplier shall submit invoices in accordance with the Payment Schedule or if no payment terms are specified on the Term Sheet, on completion and/or delivery and acceptance of the Goods and/or Services by Studio Lambert (unless otherwise agreed).
- 6.3 Studio Lambert shall (subject to clause 6.9 below) pay the Fee within 30 days of receipt of an appropriate invoice.
- 6.4 If a Supplier is a paid on a daily basis, Studio Lambert shall be entitled to pro-rata the fee to the half day if applicable. No overtime will be payable unless Studio Lambert approves the same.
- 6.5 No fees shall be payable for time lost due to illness or other delay beyond Studio Lambert's reasonable control.
- 6.6 Claims for payment in respect of materials purchased by the Supplier in order to perform the Services or for reimbursement of expenses shall only be payable if described in the Contract and accompanied by relevant receipts.
- 6.7 Studio Lambert reserves the right to set off any amount owing by it against any amounts owing to it from the Supplier and to withhold any payments to the extent that Goods or Services have not been supplied to Studio Lambert's reasonable satisfaction.
- 6.8 Payment is without prejudice to claims or rights which Studio Lambert may have against the Supplier and shall not constitute acceptance of the Goods or Services.
- 6.9 If Studio Lambert disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. Studio Lambert and the Supplier shall discuss in good faith within seven (7) days of receipt of a written notice from Studio Lambert under this clause to attempt to resolve the dispute.

7. Warranties and Indemnity

- 7.1 The Supplier warrants and undertakes that (i) the Goods will be of appropriate design, quality, material and workmanship, without fault, comply with all safety standards, fit for the purpose and free from any charge, lien or encumbrance, (ii) the Goods and/or Services shall conform to specification, (iii) it shall obtain all necessary consents, assignments, licenses, permissions, clearances in order to supply the Goods and/or Services (including in relation to Intellectual Property Rights), (iv) it shall use all due care, skill and diligence in accordance with best industry practices and standards in performing the Contract and shall perform the Contract in a timely and professional manner, (v) it shall comply with all relevant laws and regulations in the provision of the Goods and/or Services (including without limitation employment and/or labour laws, health and safety, Modern Slavery Act 2015 and/or data protection law and regulations), (vi) it has and will provide all necessary skills, experience, personnel, equipment and facilities to perform its obligations pursuant to the Contract, (vii) appropriately experienced, qualified, competent and trained personnel will perform the Contract, (viii) it is free to enter into this Contract and has no other commitment that will conflict with it providing the Services, and (ix) it shall act in good faith at all times and not bring Studio Lambert nor its Intellectual Property Rights into disrepute. If any Goods and/or Services, whether in part or in whole, delivered or supplied to Studio Lambert do not comply with this clause then Studio Lambert shall have the right to exercise one or more of the Remedies.
- 7.2 The Supplier shall indemnify and hold harmless and, at Studio Lambert's election, shall defend Studio Lambert, its assignees and licensees from and against any and all claims, actions, liabilities, loss, damages, costs and expenses including reasonable legal fees arising directly out of or relating directly to any breach of any warranty, obligation or undertaking of the Supplier pursuant to this Contract.

8. Liability and Insurance

- 8.1 Where relevant the Supplier shall take out and maintain insurance in respect of all risks it is prudent for the Supplier to insure against including without limitation public liability insurance and professional indemnity insurance or product liability insurance with a reputable insurance company of no less than £5 million (or such other amount as may be agreed with Studio Lambert) in respect of any one claim or incident and shall provide the relevant certificates upon Studio Lambert's request.
- 8.2 Neither Studio Lambert nor the Supplier shall be liable for any consequential or indirect loss, loss of profits, revenues and/or business or anticipated savings arising from a breach of the Contract. In any event Studio Lambert's maximum aggregate liability to the Supplier will be limited to the total price paid by Studio Lambert for the relevant Goods or Services. The exclusions and limitations of liability set out in these conditions will not apply to restrict either Studio Lambert's or the Supplier's liability for death or personal injury resulting from that party's negligence or fraud.

9. Termination

- 9.1 Studio Lambert shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice. On such termination, Studio Lambert shall pay fair and reasonable compensation for work-in-progress but such compensation shall not include loss of anticipated profits or any consequential loss. Termination shall be without prejudice to the rights and duties of the parties accrued prior to termination.
- 9.2 On termination of the Contract, the Supplier shall immediately:

- (a) deliver to Studio Lambert, at its own cost, all materials, information, data and equipment provided by Studio Lambert for the purpose of the Contract and if the Supplier fails to do so, Studio Lambert shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it;
- (b) deliver to Studio Lambert, at its own cost, all items or materials created as part of the Services (whether or not complete);
- (c) where relevant ensure the transfer of knowledge relevant for the provision of the Services from the Supplier to Studio Lambert's nominated personnel;
- (d) repay Studio Lambert a fair and reasonable proportion of any sums paid by Studio Lambert under the Contract;

10. Confidentiality

- 10.1 The Supplier shall and shall procure that the Key Personnel shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives or information which are of a confidential nature concerning Studio Lambert's business or programmes and the Supplier shall restrict disclosure of such confidential material on a need to know basis. Unless otherwise specifically agreed, the Supplier shall keep confidential the fact that the Supplier is supplying Studio Lambert and the terms of such supply. This provision shall survive termination of the Contract.

11. Site Access, Health & Safety

- 11.1 The Supplier shall take all reasonable steps to ensure the health and safety of Studio Lambert's employees, contractors and other third parties working with Studio Lambert while they are working with the Supplier and shall comply with all provisions, rules and regulations regarding site access and security of any of Studio Lambert's premises and all health and safety regulations, rules and requirements.
- 11.2 The Supplier shall upon the request of Studio Lambert grant Studio Lambert such access to the Supplier's premises or such other premises as Studio Lambert may reasonably require for inspection of any Goods, facilities, and or equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.

12. Data Protection:

- 12.1 Studio Lambert will process any personal data received from the Supplier in accordance with all relevant data protection law and more information about how Studio Lambert processes personal data can be found on Studio Lambert's website at <http://www.studiolambert.com/privacy.html>.
- 12.2 In respect of any personal data that the Supplier has access to as part of the engagement hereunder, the Supplier shall be regarded as a data processor and the Supplier shall comply with the provisions set out in Schedule 1.
- 12.3 The Supplier agrees to indemnify Studio Lambert against all costs, claims, damages or expenses incurred by Studio Lambert due to any failure by the Supplier or its employees or agents to comply with any of its data protection obligations.

13. Anti-Bribery & Corruption

- 13.1 The Supplier shall:

- (a) comply with the Bribery Act 2010 and all applicable anti-bribery and corruption laws and legislation anywhere in the world (“**Anti-Corruption Laws**”) and shall provide such supporting evidence of compliance as Studio Lambert may reasonably request;
- (b) have and shall maintain in place throughout the term of the Contract its own policies and adequate procedures to ensure compliance with the Anti-Corruption Laws and the other requirements set out in this Clause 13, and shall enforce them where appropriate;
- (c) promptly report to Studio Lambert any incidents of which the Supplier becomes aware involving breach or potential breach of Anti-Corruption Laws in connection with the Contract or any other dealings with Studio Lambert;
- (d) immediately notify Studio Lambert if a foreign public official becomes an officer or employee of, or other person authorised to bind, the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees, authorised representatives or direct or indirect owners at the date of the Contract);
- (e) ensure that any person associated with the Supplier who is performing in connection with the Contract does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on the Supplier in this Clause 13.

13.2 Notwithstanding Clause 9.1 Studio Lambert shall have the right to terminate the Contract immediately and without notice in the event of breach of this Clause 13 by the Supplier.

13.3 The meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 13, a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.

14. Injunctive Relief

The Supplier acknowledges that remedies at law may be inadequate to protect Studio Lambert against any breach of this Contract and without prejudice to any other rights and remedies available to Studio Lambert, Studio Lambert may be granted injunctive relief without proof of actual damages. The Supplier shall not be entitled to injunctive relief and hereby waives its right to injunctive relief in relation to the Contract.

15. General

15.1 No failure or delay by Studio Lambert in exercising any right power or privilege under this Contract shall operate as a waiver of that right nor shall any single or partial exercise by any of them of any right, power or privilege preclude any further exercise of that right or the exercise of any other right power or privilege. All rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

15.2 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 to be severable and the remaining provisions of the Contract and the remainder of such provision shall remain in full force and effect.

- 15.3. The Supplier shall not without the prior written consent of Studio Lambert assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Studio Lambert may without consent at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract to any third party.
- 15.4 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.5 The parties 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.
- 15.6 Notices shall be in writing, sent for the attention of the person, and to the address, or email address given in the Contract (or such other contact details as notified to the other party) and shall be delivered personally, sent by email or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received if delivered personally at the time of delivery, in the case of email at the time the email is delivered, in the case of pre-paid first class post or recorded delivery 48 hours from the date of posting and if deemed receipt under this condition 12.6 is not within business hours (9.00 am to 5.30pm Monday to Friday on a business day), at 9.00am on the first business day following delivery.
- 15.7 The Contract shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. The Supplier acknowledges that it has not relied on any statement, representation, warranty or undertaking made to any person other than as expressly set out in the Contract.
- 15.8 The Supplier shall not acquire any rights and/or goodwill in and/or to Studio Lambert's Intellectual Property Rights in connection with the provision of the Goods and/or Services.

16. Governing Law

This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

1. The Supplier shall comply with the following provisions in respect of the processing of personal data in the supply of the Services:
 - 1.1 process the data only to the extent, and in such a manner, as is necessary to provide the Services and in accordance with Studio Lambert's written instructions from time to time and the Supplier shall not process or permit the processing of the data for any other purpose. If the Supplier is ever unsure as to the parameters of the instructions issued by Studio Lambert and/or believes that Studio Lambert's instructions may conflict with the requirements of Data Protection, the Supplier shall immediately notify Studio Lambert for clarification and where requested provide reasonable details in support of any assertion that Studio Lambert's instructions may be unlawful;
 - 1.2 shall ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
 - 1.3 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
 - 1.4 assist Studio Lambert by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - 1.5 provide Studio Lambert with full co-operation and assistance in relation to Studio Lambert's obligations and rights under Data Protection Legislation including providing Studio Lambert with all information and assistance necessary to investigate security breaches carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Legislation;
 - 1.6 notify Studio Lambert in writing without undue delay and in any event within 24 hours of becoming aware becomes aware of any accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data under this Agreement or in breach of the Supplier's security obligations under this Agreement;
 - 1.7 not engage any third party to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "**Sub processor**") without the prior written consent of Studio Lambert acting in its sole discretion. Where such consent is given, it is conditional on the Supplier:
 - 1.7.1 entering into a written contract with the Sub processor that:
 - 1.7.2 is on terms that the same as those set out in this paragraph;

- 1.7.3 provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation;
 - 1.7.4 terminates automatically on termination or expiry of this Agreement for any reason; and
 - 1.7.5 remaining liable for all acts or omissions of the Sub processors as if they were acts or omissions of the Supplier;
- 1.8 return or destroy (as directed in writing by Studio Lambert) all data it has in its possession and promptly delete existing copies unless applicable law requires storage of the personal data.
2. The Supplier shall keep at its normal place of business a written record of data processing carried out in the course of the Services and in respect of the measures taken by the Supplier under paragraph 1 of this Schedule, ("**Records**").
3. The Supplier shall permit Studio Lambert, its third-party representatives or a regulator or its third party representatives, on reasonable notice during normal business hours, access to inspect, and take copies of, the Records and any other information held at the Supplier's and/or Sub processors' premises or on the Supplier's and/or Sub processors' systems relating to this Agreement, for the purpose of auditing the Supplier's compliance with its obligations under this Schedule.