

TERMS & CONDITIONS OF PURCHASE 2017

The following conditions shall apply to all purchases of goods by the Wrapology group.

The seller: this is the supplier that Wrapology orders goods from and pays invoices directly to. Our company name (covering employees, directors, partners and sub-contracted/temporary parties) is that listed on the buyer’s purchase order and any parties that the seller is responsible for when supplying the goods and services to Wrapology.

The buyer: this term covers Wrapology Ltd, Wrapology International Ltd and Wrapology (Hong Kong) Ltd for all of its clients that it has assumed responsibility for.

Unless other additional terms and conditions are expressly agreed in writing by an authorised representative of the buyer, purchase orders raised by the buyer to the seller (“the purchase order”) constitutes an offer by the buyer to purchase the stated goods or services in accordance with these conditions and the specific details set out on the purchase order. The order will be deemed to be accepted by the seller either by issuing a written acceptance or acknowledgement of the order or the seller doing any act consistent with fulfilling the order or any part of the order, at which point a binding contract will come into existence unless the order has been withdrawn by the buyer (which will be notified in writing) prior to such deemed acceptance.

1. PLACE OF DELIVERY All UK deliveries, unless otherwise instructed as an alternative shipping address on the purchase order, should be delivered to the following address:

HQ: Wrapology

Unit 22 Victoria Ind Estate, Victoria Road, London W3 6UU.

WH - South:

c/o SPARTAN DISTRIBUTION, Unit 40 Westwood Park, Concord Road, London W3 0TH

WH- North:

Unit 620 Solar Park, Highlands Road, Solihull, West Midlands B90 4SH

In all cases, time will be of the essence for deliveries. It is assumed that prices include carriage paid and this will be shown on our purchase order. If however carriage is not included, the buyer must be notified in advance and agreed. Confirmation of agreement will be by the supply of a revised purchase order from the buyer to the seller **before** the goods are dispatched.

2. MODE OF DELIVERY The supplier must ensure that goods are supplied on vehicles or transport which are suitable for transit. This includes ensuring that the subcontracting of vessels must be either a Member or Associate Member of the International Association of Classification Societies (IACS) or a National Flag Society where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route

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within an archipelago of which that nation forms a part). Vessels should not be over 10years of age unless they have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports and do not exceed 25years or, were constructed as container ships, vehicle carriers or double skin open-hatch gantry crane vessels (OHGCs) and have continuously been used as such on an established and regular pattern of trading between a range of specified ports and do not exceed 30years of age.

Road Vehicles should not be more than 10years of age. Drivers are not expected to hand-ball or fork-lift goods from the vehicle unless specifically requested (as detailed on the purchase order supplied). There is a full turning circle for all vehicles delivering to Wrapology North or South. Wrapology HQ does not accept deliveries more than a few cartons. It has no forklift or warehouse facilities.

In all cases, outer packaging must be suitable for transit and for the purpose to which they are intended.

3. DELIVERY APPOINTMENTS a) Bookings in to our Distribution Centre must be made **48 hours in advance by quoting the purchase order number**. We reserve the right to refuse goods without a booking reference and re-delivery should be made at Supplier's own cost. If you are not using your own carrier, please advise which carrier will be making the delivery. Obtain a reference from Bookings-In by calling 020 8992 3453 between 08.00 – 16.00 or emailing alan@wrapology.com and quoting the purchase order number.

2 International Deliveries: when booking-in, it is essential that the name of the carrier is provided, along with the carrier contact number and tracking reference.

b) A Pre-Delivery Advice Note is preferred 48 hours in advance of the delivery; this will allow time for products to be pre-booked into the warehouse to save time in the receiving process. It should be emailed through to alan@wrapology.com. The following information will be required: -

- Supplier Name
- Wrapology Purchase Order Number
- Batch Number (if applicable)
- Unit Quantity Ordered / To Be Delivered
- Total Number of Pallets
- Total Number of Cartons (when carton delivery is authorised)
- Delivery Company Information

c) If the Pre-Delivery Advice Note does not match the PO, the delivery may be refused. Wrapology must be notified of any short deliveries **before** the purchase order is delivered. Over deliveries will be accepted but will not be paid for.

4. DELIVERY REQUIREMENTS All costs relating to delayed Bill of Ladings, demurrage and missed sailings will be recharged back to the supplier. In the case of freight deliveries, rejects by the Client will be the responsibility of the Haulier.

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Goods that have a completion date more than 3 days late or misses a sailing will incur a daily fee as shown on the purchase order.

All onward deliveries must have a signed POD on our supplied delivery note showing all items are received. It is not sufficient to show only the POD on the haulier paperwork. If a signed POD is not supplied and goods are delivered with a discrepancy or are incomplete. The cost of missing goods will be billed to the haulier/forwarder/company responsible for the delivery.

International Shipping: Wrapology ships on an FCL basis and requires all goods to be ready to meet the date shown on the purchase order. This includes the time for full QC inspection and movement of goods. Delays will be recharged accordingly.

Airfreight shipments should provide tracking number within 24hours of fly date.

In both cases, the invoice value for freight should be as the purchase order stated.

All packing lists must be accurate and supplied 48hours before collection. Packing lists must include the following: item description, item code, HS code, quantity, quantity/ carton, carton quantity, carton dimensions, net weight and gross weight of each carton, total gross weight and CBM.

Refer to the purchase order for the INCO terms.

Pallets

a) Unless specifically authorised by the booking in clerk, all deliveries should be cartonised. A combined weight exceeding 100kg must be on pallets.

3 In the interests of Health & Safety, vendors are required to ensure that the loading of pallets is such that there is no risk to people or equipment used in the handling of the goods.

All pallets must adhere to the following:

- We only accept wooden pallets and these must be fumigated
- The total weight of any single palletised load must not exceed 500kg (including the pallet)
- No stock must overhang the perimeter of the pallet
- Stock must be stacked safely and shrink wrapped securely to the pallet base
- Each carton must have the contents description clearly visible from underneath the shrink wrap
- Pallets should be wooden and can be euro or standard. Refer to the order purchase order number for the exact specifications including height.
- All cartons must be marked as shown on the artwork provided at the start of the order (product description on long side, carton specifics on the short side. All carton markings must face outside and visible on the pallet.
- Cartons must not exceed 15kg G.W

Compliance with these requirements will ensure the quick turnaround of vehicles. Any palletised deliveries regarded by the warehouse as being unsafe will be refused.

b) Small volume deliveries can be mixed on a pallet. In such cases, a pallet manifest must be provided indicating the following:

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- The manifest for each pallet must be securely attached to the side/top of the pallet (not within the goods wrapped in the pallet).
- The manifest must detail each product and the quantity of each product on the pallet, e.g. 4x12, 48 etc. The manifest must also include batch number / expiry date for each product where applicable
- The mixed products on a pallet must be clearly identifiable from the outside of the pallet through the use of a visible cardboard separator or obvious label
- Each pallet must be numbered to correspond with the detail on the manifest and delivery advice note
- Cartons should not contain mixed goods.
- There should be absolutely no supplier branding on any product, carton or pallet.

c) Pallets must not contain multiple purchase orders unless advised in advance with clear paperwork and goods are clearly divided on the pallet against their relevant purchase order.

Documentation

A Delivery Advice Note emailed across to alan@wrapology.com prior to delivery must accompany all deliveries and be easily accessible to the receiving personnel. The following information must be included:

- Delivery Address
- Wrapology Purchase Order Number
- Batch Number (If applicable)
- Total Unit Quantity Ordered / Delivered
- Total Number of Pallets
- Total Number of Cartons
- Supplier Name and Address

4

Refusals

Deliveries may be refused, cancelled, creditor collection to be arranged at Suppliers cost if:

- Late delivery has not be pre-advised and authorised by Wrapology
- The PO and Pre-Delivery Advice Note do not match ie: Wrapology were not informed of any shortages
- The delivery time is not met within +/- 3 hour
- Pallets/Cartons have been tampered with or appear damaged/water logged which may be deemed as affecting the contents
- The delivery arrives without the required paperwork
- Supplier branding on product, cartons or pallets
- Deliveries arrive with supplier names/ logos/ tracing on the product itself or on any form of the outer packaging. If repacking has to take place because of this, it will be charged back to the Supplier/deducted from the invoice payment at a minimum cost of £28.50 per hour ex. materials and VAT.

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Under/Over deliveries

Delivery notes will be marked as “Contents Unchecked” after an initial check of the number of pallets/cartons received. A detailed checking operation will be performed subsequently. Should a shortage be identified between the supplier provided delivery note and the physical goods received, Wrapology will then notify the supplier of the shortage as soon after the delivery as possible. If the supplier agrees the shortage, they must urgently supply the goods balance, refund monies paid or raise a Credit Note plus associated charges and forward to the Wrapology invoice address above.

Should any delivery discrepancies be disputed by the supplier or Wrapology, the buyer will be informed to help finalise a solution.

We cannot accept under-deliveries for custom made product.

Payment for over-deliveries will only be made if advised at least 48hours prior to dispatch and it has been agreed in writing by the Wrapology buyer.

If damage has occurred in transit and or items are damaged or missing after the delivery was booked in, we reserve the right to request the items to be replaced on an urgent replenishment basis plus cost if necessary.

If cartons or pallets need to be reworked, there will be an over-labelling/ re-packing charge which will be discussed at the time.

5

Returns

a) In the event of returns or customer complaints, Wrapology will contact the supplier to agree the relevant course of action.

b) Where product is found to be faulty, the supplier will be expected to raise a credit note or re-supply the goods, with time being of the essence.

5. INVOICES An invoice should be sent (email to jalal@wrapology.com and/or post) within 48hours of the day the delivery is made. The purchase order reference must be clearly shown on the invoice. The date of the invoice should not be prior to the receipt of goods. **Wrapology standard payment terms are 45 days/third week of the net month end following from receipt of invoice**, unless otherwise agreed in writing. Invoices must match the purchase order supplied. Wrapology Accounts are only authorised to pay for invoices showing up to the value shown on the purchase order. If for any reason, adjustments are made to an order after the original purchase order is raised, it is the supplier’s responsibility to get an updated purchase order to reflect the additional values. The Wrapology purchase order takes precedence over all other forms of communication including phone, email, fax and face to face meetings.

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To ensure that the invoice is paid in time, the following information must be included:

- Wrapology purchase order number (or copy of the PO)
- The supplier delivery note number
- The delivery address
- The invoice address
- The date the invoice was raised (postmark on invoice must within 7 days of this date)
- Bank Account Number & Sort Code to receive funds
- The supplier VAT number
- The supplier company registration number
- The due date, as per agreed terms
- INCO terms
- Product description
- Product reference number
- The agreed unit net price as shown on our PO
- The quantity in units
- The VAT rate
- The currency

6

Invoices without some or all of the above information will be delayed in payment. For suppliers invoicing at the end of the month, invoices can be emailed through by the last day of the month (jalal@wrapology.com) to avoid being put on the following month ledger sheet (which can result in payments taking up to 90 days). Invoices cannot be paid earlier/ differently to the above described.

Suppliers may not withhold supply of a subsequent order because an invoice has been incorrectly issued thus payment has been delayed. It is the Supplier's responsibility to issue invoices correctly and on a timely basis.

Wrapology will black-list suppliers that incorrectly issue invoices and uses this as a reason to withhold future deliveries.

All invoices should be sent to the following address: jalal@wrapology.com or by post to:

"Accounts"
 Wrapology Ltd or Wrapology International Ltd
 Unit 22 Victoria Ind Estate, Victoria Road, London W3 6UU. UK.

Please keep our accounts department aware at all times the status of the account by sending regular statements. The Seller reserves the right to withhold deliveries if the account has exceeded its credit limit or term but we work closely with longstanding suppliers to ensure that all agreed terms are met and the relationship remains positive.

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6. TITLE & RISK Unless otherwise agreed, the property in the goods will pass from the seller to the buyer on full payment of the delivery. The seller remains responsible for any loss or deterioration of or damage to the goods until delivered to the buyer by way of POD. Causal liability remains with the supplier until proof of delivery signature at the shipping address shown on the purchase order. Goods liability remains as clause 7 of these terms. In the case of China supply only, causal liability is restricted to FOB. Goods liability remains as clause 7 of these terms.

7. WARRANTY The seller agrees that the goods are free from all defects of materials and workmanship, that they correspond to sample, description or the buyers specification, are of a satisfactory quality for consumer and merchant use, not infringing trademarks, patents or 3rd party rights. We retain the right on behalf of ourselves and our clients to reject goods, claim refunds and/or replacement for goods that are in breach of this warranty within 12 months of taking delivery (specific or full batch). The seller will indemnify the buyer from and against loss, damage, deterioration, claim, liability, debt, expense, suit, reasonable legal & interest costs associated with direct and indirect in connection with such claims or any breach. Time will be of the essence to resolve such claim; claims will always be valued at current price (not cost) where Wrapology requires a third party to resolve an issue (proved by client invoice).

7

8. REJECTION If goods are rejected by the buyer, they will be at the buyer’s discretion and at the seller’s risk and expense be held by the buyer or returned to the seller. If it is agreed with the seller that the goods should be collected (or if no agreement is made within 7 days of notified rejection), the buyer will dispose of the goods in any way it chooses. This may involve further costs which will charged back/ deducted against payment. In all cases, a rejection will be reported in writing from the buyer to the seller before action is taken. Such rejections may be off-set against payment due. If part or full payment has been made, the buyer reserves the right to pursue settlement of payment via a legal process. The buyer’s reputation is built on delivering a reliable, consistent and excellent quality of product and service; any action by a seller which does or may be seen to be detriment reputation this will be treated very seriously and pursued vigorously legally or otherwise.

9. OWNERSHIP All rights and property to drawings, samples, font files, copy, dies, cuts, tools, moulds, photography supplied by the buyer “the materials” (or if supplied on behalf of a third party) remains the property of the buyer and must be returned once the goods relating to the order are supplied or immediately at the buyers request. The seller may not use any part of the order for another order if either Wrapology has paid for the development of or Wrapology has supplied the above to the Seller for the purposes of the order. The seller will assume full responsibility for the “the materials”, ensuring they remain in good order and condition, safe, free from deterioration, damage or loss, remaining confidential at all times. On return of “the

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materials” any that are rejected or incorporated in the final goods that are rejected, the buyer expects the seller to reimburse the cost of these materials at current market value. In no circumstances may the materials be passed to a third party (e.g customer or distribution house) unless specifically requested on the purchase order.

10. REPRESENTATIONS The seller agrees that all representations, verbally or in writing made to the buyer by employees, directors or owners of the business whether as part of the negotiations leading up to the order or forming the basis of the actual order is true and accurate in relation to the goods and services provided in that order.

11. CONFIDENTIALITY The seller will not make publicly announce or discuss with the press the existence of any relationship or contacts with the buyer. The seller will not publicise, disclose, promote or advertise the products or services supplied to the buyer without agreement in writing from the Managing Director or Sales Director in advance of desired communication. The seller will not use the buyer’s name (and specifically the names, trademarks, photography, branding or intellectual property as credential for work or any publicity, website, brochures, promotional materials, trade-show samples/communication or advertising materials. The buyer will enforce this clause forcibly (and possibly legally) to protect its reputation and in turn, its own contractual agreement with its customers. For supplier terms & conditions requiring Wrapology to sign, please note that there will be a natural expiry date of 3 years; the supplier should ensure that an update signature is supplied every 3 years to keep protect their interest.

8

12. Please refer to our **ethical and environmental statements** for minimum levels expected in relation to employees, facilities and production values.

These terms form the basis of terms of trade. They are in addition to the buyer’s rights in common law. All sellers’ conditions of sale are excluded and superseded unless specific clauses are otherwise agreed in writing by the Group Operations Director of the Wrapology Group ahead of 1st February 2017. Should subsequent terms be introduced in the future, this document will be fully or partially revised to specifically recognise these new terms, requiring the buyers signature as acknowledgement of acceptance. Otherwise, these terms will continue and underlie all purchase orders and the total business relationship.

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