

**TERMS & CONDITIONS OF SALE 2017**

**1.0 INTERPRETATION**

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

*Sales Order:* the document sent by Wrapology to the Buyer confirming acknowledgement and acceptance of the Buyers order.

*Approval Form:* the sample, artwork, layout, proof and/or material swatch approval form as set out in Schedule 1.

*Buyer:* the person, firm or company who purchases the Goods from Wrapology.

*Contract:* any contract between Wrapology and the Buyer for the sale and purchase of the Goods, incorporating these conditions, the completed Sales Order, the Approval Form, and (where applicable) the Quality Control Statement and the Production Schedule. Down-payment percentage of the Contract Rate as set out in Schedule 2.

*Delivery Point:* the place where delivery of the Goods is to take place under condition 4.

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

*Invoice Address:* the address to which Wrapology’s invoice will be sent as set out in Schedule 2.

*Production Schedule:* the production timetable agreed between the parties as set out in Schedule 2.

*Quality Control Statement:* a statement agreed between the parties regarding the quality of the Goods. *Sales Order:* the sales order as set out at Schedule 2.

*Wrapology:* Wrapology International Limited (Company number 6796249) whose registered office and principal place of business is Unit 22, Victoria Industrial Estate, London W3 6UU.

1.2 A reference to a particular 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.

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**2. APPLICATION OF TERMS**

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

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyers sales order, confirmation of 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 terms and conditions apply to all Wrapology’s sales -) and any variation to these terms and conditions and any representations about the Goods and Services shall have no effect unless expressly agreed in writing and signed by a director of Wrapology. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Wrapology, which is not set out in the contract. Nothing in this condition shall exclude or limit Wrapology’s liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from Wrapology shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by Wrapology until a written acknowledgement of the Sales Order is issued by Wrapology.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification as set out in Schedules 1 and 2 are complete and accurate and meets its requirements

2.7 For the avoidance of doubt, the process for entering into a contract is as follows:

2.7.1 The Buyer specifies to Wrapology the goods it wishes to order from Wrapology.

2.7.2 Wrapology provides a quotation to the Buyer in accordance with the Buyer’s requirements.

Any quotation is valid for a period of 30 days only from its date, provided that Wrapology has not previously withdrawn it. Any quotation is given on the basis that no Contract shall come into existence until Wrapology accepts an order by dispatching an Acknowledgement and Sales Order (as per Condition 2.7.5) to the Buyer.

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2.7.3 The Buyer approves or rejects the quotation. In the event that the Buyer accepts the quotation, Wrapology will provide the Buyer with the Sales Order, and in the case of new artwork, an Artwork Approval Form that may be accompanied by additional documents such as an appropriate sample, artwork, layout, proof and/or material swatch.

2.7.4 The Buyer completes the Artwork Approval Form (if appropriate) and Sales Order by signing and dating them and returning them to Wrapology (post/scanned to email). It may also be accompanied or superseded by the Customer purchase order. As long as the contents of the Buyer's purchase order matches the contents (e.g. description of goods, value, quantity) of the Wrapology sales order then the Buyer's purchase order will be accepted along with the Buyer's terms printed on that order (or signed by a Wrapology Director in a separate document provided by the Buyer) notwithstanding specific terms which Wrapology has highlighted in writing as not being accepted for orders placed with Wrapology. In the event that the Wrapology sales order is not signed and dated by the Buyer it may be approved instead in writing by email or fax or post by referring to the order number but the goods and/or services will then be provided exactly as stated on the sales order with no recourse.

2.7.5 Wrapology will, if it decides to accept the Buyer's order, which comes prior to a Wrapology Sales Order, send an Acknowledgement by way of Sales Order at which the parties have entered into point a Contract.

**3. DESCRIPTION**

3.1 The quantity of the Goods shall be as set out in Wrapology's quotation and reconfirmed in the Sales Order and the acknowledgement of Sales Order. The quantity delivered may be up to 10% less or more depending on the goods (refer to the sales order for +/- specific variances if different to this figure).

3.2 The Buyer acknowledges that by signing the Artwork Approval Form it will be deemed to have checked and agreed all relevant aspects including the samples, artwork, layout, proof and/or material swatch and production method according to that Approval Form. The Approval Form shall form part of the Contract.

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3.3 If the Buyer wishes to place a repeat order of the Goods, it must sign and date or refer to in writing a new Sales Order for each repeat order which should in its description refer back to the sales order number of the previous order. Each and every sample may incur a charge as set out in the quotation. Some slight colour and/or board variations in the Goods may occur in repeat orders and Wrapology will endeavour to advise the Buyer where this occurs. In signing the further Artwork Approval Form the Buyer acknowledges and accepts that on repeat orders some slight colour and/or board variations in the Goods may occur and that Wrapology shall not be liable for any such variation. Comments may be added to the artwork approval form in the box provided but may make a material difference to the project in terms of costing and timings and must also be addressed separately and confirm in writing to your Wrapology account or project manager to written clarification of how the query is addressed. **It is wholly the responsibility of the Buyer to test the sample for its intended purpose including transit testing.** On occasion, Wrapology request that a waiver of responsibility is signed if a Buyer decides not to accept a recommendation of product specification from Wrapology.

**4. DELIVERY**

4.1 Unless otherwise agreed in writing by Wrapology on the sales order, delivery of the Goods shall take place at the Invoice Address. The Delivery Charge indicated on the Sales Order will apply and the Buyer will be responsible for any and all insurance during transit charges above the Wrapology standard claim rates of £1 per kilo weight for damaged, unusable or lost goods in transit. If delivery is required at an address other than the Invoice Address, the Buyer shall advise Wrapology of this in writing at least 5 working days before the Specified Date.

4.2 Wrapology will endeavour to deliver the Goods by the Specified Date as set out in the Sales Order. However, Wrapology reserves the right to deliver the Goods up to 10 working days later than the Specified Date without penalty to Wrapology and time for delivery shall not be made of the essence by notice. If there is no Specified Date, delivery shall be within a reasonable time. Deliveries are made Monday to Friday, 8am to 6pm inclusive. Wrapology reserves the right to charge extra for a timed delivery, or to refuse to offer this service if inconvenient.

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4.3 Subject to the other provisions of these conditions Wrapology shall not be liable for any direct, indirect or consequential loss (all three of which terms 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 (even if caused by Wrapology’s negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60 days. When goods are delivered, you will be asked to sign a receipt by the Carrier. The receiver must count the quantity and check the condition of the parcel (s) against the quantity you are signing for as under delivery and damaged exterior packaging affecting the quality of the contents cannot be claimed after a signature has been received. Marked "unchecked" does not waiver this clause. Deliveries that are late or damaged due to Carrier error cannot be recovered from the Wrapology by the Buyer for more than £1 per kilo unless an additional storage and transit sales order has been signed and dated by the Customer).It is the Customer’s responsibility to advise us to quote and then accept the quotation for additional insurance before the goods leave to cover the value of the goods if so required.

4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Wrapology is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations: (a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by Wrapology’s negligence); (b) The Goods shall be deemed to have been delivered; and (c) Wrapology may store the Goods until delivery, at the standard storage charge of £12.00 (plus VAT) per pallet (or part thereof) day, whereupon the Buyer shall be liable for all related costs and expenses including insurance.

4.5 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment (including forklift equipment) and manual labour for loading the Goods. The Buyer should advise Wrapology at least 5 working days in advance if help or equipment is required to unload goods and Wrapology will adjust delivery charges accordingly. The delivery driver may at his discretion assist the Buyer to unload the Goods if the necessary equipment is not available.

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4.6 It is the Buyer’s responsibility to ensure that there is adequate access for delivery and that delivery is conducted in a timely fashion. Wrapology reserves the right not to deliver the Goods if the delivery point is not suitable for delivery. The Buyer may incur additional charges if the delivery is delayed because of an act or omission by the Buyer, its employees or agents. If Wrapology cannot deliver at the Invoice Address (or other agreed address) the Buyer must arrange collection from Wrapology’s chosen place of storage and the Buyer will incur a storage charge of £50.00 per day of storage.

4.7 If Wrapology delivers to the Buyer a quantity of Goods within the tolerance quantity set out in the relevant Sales Order, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract Rate.

4.8 Wrapology may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

**5. NON-DELIVERY**

5.1 The quantity of any consignment of Goods as recorded by Wrapology upon dispatch from Wrapology's principal place of business (or that of any third party) shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. Wrapology (and/or its subcontracted party) will check that the order is dispatched in full and in good order. Deliveries are quoted as standard delivery time of up to 5 working days; prices for timed deliveries must be requested specifically in writing from the Wrapology Account Manager. The Buyer must sign for all deliveries. The Buyer must count and check all cartons for visible exterior damage that may have affected the carton contents before a signature is submitted. Deliveries that are late or damaged due to carrier error cannot be recovered from Wrapology by the buyer more than the Wrapology insured amount of £1 per

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kilo per delivery. Delivery charges are always quoted separately (unless requested otherwise) and it is expected that Recipients have full unloading facilities including access to property, forklift, pump trucks and labour to unload. Drivers are not permitted to aid unloading (and quoted for) unless agreed in writing in advance of dispatch. Restrictions on pallet dimensions including heights must be made clear at least 72hours in advance of shipping, otherwise our standard pallets are on various bases (from 800mm x 120mm) with a maximum height of 1.9m.

5.2 Wrapology shall not be liable for any non-delivery of Goods (even if caused by Wrapology or Wrapology’s carrier negligence) unless the Buyer gives written notice to Wrapology of the non-delivery within 10 working days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of Wrapology for non-delivery or delivery of Goods which are defective from a technical point of view shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5.4 If defective Goods are to be collected from the Buyer, Wrapology will provide the Buyer with a returns bill for completion. This returns bill must be legibly completed in full at the time of collection and emailed/faxed to Wrapology within 24 hours to confirm that the signature driver has collected the correct number of cartons. No refunds or replacement goods will be given unless Wrapology receives all Goods in the same condition that the Buyer originally received them.

5.5 Wrapology reserves the right to withhold/ delay or stop production and/or delivery without recourse if payment terms have been breached in any way.

**6. RISK/TITLE**

6.1 The Goods are at the risk of the Buyer from the time of delivery. This includes ensuring that storage conditions are suitable for storing these products.

6.2 Ownership of the Goods shall not pass to the Buyer until Wrapology has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Goods and/or Services; and (b) all other sums which are or which become due to Wrapology from the Buyer on any account.

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6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as Wrapology’s bailee; (b) store the Goods (at no cost to Wrapology) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Wrapology’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 Wrapology’s behalf for their full price against all risks to the reasonable satisfaction of Wrapology. On request the Buyer shall produce the policy of insurance to Wrapology.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions: (a) any sale shall be effected in the ordinary course of the Buyers business at full market value; and (b) any such sale shall be a sale of Wrapology’s property on the Buyers own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyers right to possession of the Goods shall terminate immediately if: (a) the Buyer 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 body corporate) 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 (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Wrapology and the Buyer, or is

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unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or (c) the Buyer encumbers or in any way charges any of the Goods.

6.6 Wrapology shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods have not passed from Wrapology.

6.7 The Buyer grants Wrapology, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyers right to possession has terminated, to recover them.

6.8 Where Wrapology is unable to determine whether any Goods are the goods in respect of which the Buyers right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Wrapology to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, Wrapology's (but not the Buyers) rights contained in this condition 6 shall remain in effect.

## 7. PRICE

7.1 Unless otherwise agreed by Wrapology in writing, and subject to conditions 4.7 and 4.8, the price for the Goods shall be the price set out in the Sales Order.

7.2 The price for the Goods shall be exclusive of any and all costs or charges in relation to repeat orders, packaging, loading, unloading, carriage, storage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods unless otherwise stated.

7.3 All sums in this Contract shall be exclusive of VAT and any other taxes and duties which shall be payable by the Buyer at the prevailing rate.

7.4 Artwork including logo redrawing, typesetting, font development, cutter guides, structural development and layout service charges are £75 per hour. Creative development £110 per hour. Samples charges are usually £120 per white sample(per unit/kind), printed samples are usually charged at £350 per sample (unit/kind). Flat Print tests are charged on a proof by proof basis. There is a discretionary reduction/ credit on these charges depending on the individual contract. Should they be discounted, Wrapology reserves the right to reinstate the charges in full should

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payments be delayed or contract terminated. A log of hours is recorded for transparency. All Artwork set and developed by Wrapology remains the property of Wrapology and may not be reproduced in any form without our full written permissions and/or payment received.

7.5 Production prices are quoted usually on a contract value or a quantity (per unit) basis.

Delivery instructions including pallet specifications and carton markings should be provided at the start of the order to maintain the quoted price. Should there be a requirement for splitting the packing, labelling and calling off of a quoted product after sales order price is agreed/ Buyer's warehouse requirements differs to our standard packing and supplied after quotation , there will be additional net fees as follows:

- Per additional calling off to the bulk DDP/ FCA- £130 per address/name (adjustment to carton labelling DDP/FCA arrangements only)
- Per re-labelling on the product (e.g. barcode labels)- £0.07 per piece (MOQ 500 pieces) SKU plus £225 handling fee.
- Per additional delivery to DDP quotation- quoted accordingly
- Per requested document (addition to sales order, artwork and delivery note)- £220
- 7.6 2010 INCO terms of delivery will be noted on your sales order as follows;

INCO TERMS 2010	Export Collections	Export Clearance	Loading to export/clearance/vessel	Freight	Insurance	Unloading Discharging	Import Clearance	Delivery	Duty& Taxes
<b>EXW</b> ex works	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER
<b>FCA</b> Free Carrier	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER
<b>FOB</b> Free on Board	SELLER	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER	BUYER	BUYER
<b>CRF</b> Cost & Freight	SELLER	SELLER	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER	BUYER
<b>CIF</b> Cost Insurance & Freight	SELLER	SELLER	SELLER	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER
<b>CPT</b> Carriage paid to	SELLER	SELLER	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER	BUYER
<b>CIP</b> Carriage & Insurance paid to	SELLER	SELLER	SELLER	SELLER	SELLER	BUYER	BUYER	BUYER	BUYER
<b>DDU</b> Delivered Duty Unpaid	SELLER	SELLER	SELLER	SELLER	SELLER	SELLER	BUYER	SELLER	BUYER
<b>DDP</b> Delivered Duty Paid	SELLER	SELLER	SELLER	SELLER	SELLER	SELLER	SELLER	SELLER	SELLER

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**8. PAYMENT**

8.1 The Buyer is not entitled to cancel the Contract or any order or any repeat order made under the Contract once the Contract has been signed or the Artwork Approval Form has been signed, whichever is the earlier.

8.2 Payment terms are specific to the order and the Buyer. The following standard terms apply to non-account customers: (a) Non-account customers: The Buyer is required to pay a down payment (up to 100%) on or around the time Wrapology receives the signed Sales Order. The balance of the order must be paid before Wrapology dispatches the goods unless specific terms have been agreed in writing from Wrapology to the Buyer. (b) Account Customers; Terms will be confirmed in writing before the order is accepted although for all orders of custom made products, the initial call-off/advance copies or emergency balances are counted as the first delivery drop. Payment terms may not be changed mid-way through order.

8.3 If Wrapology is unable to supply the Goods and/or offer suitable replacement goods, it shall advise the Buyer in writing and shall return the Deposit within 7 days of such notice.

8.4 Account customers (those customers who have received written confirmation from Wrapology that they have been granted an account), shall ensure that Wrapology has cleared funds of the outstanding amount within the credit time limit agreed, from which the date of the invoice counts as Day 1. Early settlement discounts will not be applied to invoices unless it has been stated on sales order confirmations/purchase order and agreed by Wrapology before production starts.

8.5 The terms applicable to the Buyer under condition 8.2 or 8.4 will be specified on the Sales Order.

8.6 Subject to condition 8.10, payment of the price for the Goods is due in pounds sterling and can be made by cheque, CHAPS, on-line bill payment or BACs transfer, the Buyer paying any associated bank transfer charges. A BACs transfer should be made to the account set out in condition 8.7.

8.7 Currencies other than sterling can be accepted will be quoted at time of order and the value will be set on date of sales order raised. Currencies are calculated as daily average supplied by

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HSBC on day of raised sales order. For production of goods not produced in the UK, we reserve the right to increase the unit cost if the sales order is not signed within 24 working hours of date. Buyers will not be affected by currency fluctuations once the sales order is confirmed UNLESS payment is received late at which point, a surcharge will be raised at the new exchange rate for the total value of the invoice. Delivery will not be made until the full balance is cleared. Should the exchange rate be in sterling favour, the invoice will not be credited in any way.

8.8 Time for payment shall be of the essence.

8.9 No payment shall be deemed to have been received until Wrapology has received cleared funds.

8.10 All payments payable to Wrapology under the Contract shall become due immediately on its termination despite any other provision.

8.11 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 an amount equal to such deduction to be paid by Wrapology to the Buyer.

8.12 If the Buyer fails to pay Wrapology any sum due pursuant to the Contract, reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. In the event that Wrapology engages debt collection agents to obtain payment, the Buyer will be required to pay all fees and charges incurred in collecting such debt.

8.13 Wrapology reserves the right to withhold/ delay or stop production and/or delivery without recourse if payment terms have been breached in any way.

## 9. QUALITY

9.1 The Buyer must check all deliveries at the time of delivery and advise Wrapology in writing, within 48 hours of any defects or incorrect quantities. Wrapology shall not be liable for any defects in the Goods unless Wrapology is given a reasonable opportunity after receiving the notice of such defects to examine the Goods and the Buyer (if asked to do so by Wrapology) returns such Goods to Wrapology's place of business at the Buyers cost for the examination to take place there. If the Goods or part of them are defective Wrapology will at its discretion

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provide the Buyer with replacement goods for the defective goods and the cost of delivering the defective goods back to Wrapology. In the event that the quantity of goods delivered falls short or exceeds the Goods ordered beyond the amount permitted in condition 4.7, Wrapology will at its discretion provide the Buyer with either a credit note or a refund to the value of the undelivered goods.

9.2 Wrapology shall not be liable for any defects in the Goods if: (a) the Buyer makes any further use of part or all of such Goods after giving such notice; or (b) the defect arises because the Buyer failed to follow Wrapology’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (c) the Buyer alters or repairs such Goods without the written consent of Wrapology.

9.3 Wrapology manufacture in accordance with AQL levels. Tolerances of between 5% to 8% are acceptable for goods with defects. Goods with defects can be replaced or refunded by Wrapology. Subject to conditions 9.1 and 9.2, if any of the Goods do not conform with their description as set out in the Artwork Approval Form or the Sales Order, Wrapology shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract Rate provided that, if Wrapology so requests, the Buyer shall, at Wrapology’s expense, return the Goods or the part of such Goods which are defective to Wrapology.

9.4 If Wrapology complies with condition 9.3 it shall have no further liability in respect of such Goods.

9.5 Any defective or incorrect Goods replaced shall belong to Wrapology.

9.6 Custom made goods are guaranteed for a maximum period of 8 months from port entry subject to Buyer's (or 3PL) storage of goods being stored above ground, away from walls, free from insects, rodents and animals, stored in a sealed environment and in suitable temperature and dry conditions with humidifying equipment if required.

If additional specialist needs should be considered in the design of the product (e.g maximum load weights, compliance of material, storage at temperatures of less than 5degrees centigrade or more than 25 degrees centigrade, exposure to bright light) this should be briefed in writing at time and the Wrapology written quotation cost will be adjusted accordingly stating which - if

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any - of these needs can be considered in the production of this packaging and its transit packaging.

9.7 Should the Buyer proceed to mass production without producing a pre-production sample, Wrapology will not be held liable for products not being fit for purpose.

9.8 It is the responsibility of the Buyer to test the product for its intended usage and ensure the goods are fit for purpose before mass production.

**10. LIMITATION OF LIABILITY**

10.1 Subject to conditions 4, 5 and 9, the following provisions set out the entire financial liability of Wrapology (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 these conditions; (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and (c) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

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

10.4 Subject to condition 10.2 and condition 10.3: (a) Wrapology’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and (b) Wrapology shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, 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.

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**11. ASSIGNMENT**

11.1 Wrapology may assign the Contract or any part of it to any person, firm or company.  
 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Wrapology.

**12. FORCE MAJEURE**

Wrapology reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Wrapology including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to Wrapology to terminate the Contract.

**13. GENERAL**

13.1 These Terms and Conditions, the Artwork Approval Form, the Sales Order and (where applicable) the Quality Control Statement and Production Schedule shall constitute the entire Contract between the parties in relation to Goods set out on the Sales Order.  
 13.2 The Contract may be varied by agreement only and in writing only. Any special conditions attaching to the Contract should be expressly stated in the Sales Order.  
 13.3 Each right or remedy of Wrapology under the Contract is without prejudice to any other right or remedy of Wrapology whether under the Contract or not.  
 13.4 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

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unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.5 Failure or delay by Wrapology 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.

13.6 Any waiver by Wrapology of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.7 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.

13.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

13.9 All designs, layouts (structural or graphical) and artworks (including but not limited to copy and photography) are the property of Wrapology unless an artwork fee is paid for the work.

However, all Buyer (and their Client's) logos, trademarks, strap-lines, photography, copy and any information that is supplied by and directly relates to the Client brand remains the property of the Buyer. Wrapology is not entitled to trademark or register any part of a Client property without their written permission. Likewise, the Buyer is not entitled to register any part or whole design, layout (structural or graphical), artwork (incl. photography), copy, technical, material combination that Wrapology has created without written permission (which may include a fee relating to the transfer of ownership). All 3rd party supplied material and components (e.g pantone references, photography, fonts etc.) are the property of the originator and neither Wrapology nor the Buyer has claim to ownership unless otherwise agreed by contract. In particular, where specific fonts are required, the Buyer is required to supply the font under license to Wrapology or provide the copy as outlined so Wrapology can create the artwork. Wrapology will not usually purchase fonts under license on behalf of the Buyer.

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## 14. COMMUNICATIONS

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post, by fax or by email: (a) (in case of communications to Wrapology) to its principal place of business or such changed address as shall be notified to the Buyer by Wrapology; or (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (c) (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to Wrapology by the Buyer.

14.2 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or (b) if delivered by hand, on the day of delivery; or (c) if sent by fax on a working day prior to 4 pm, at the time of transmission and otherwise on the next working day; or (d) by email received between 9am and 5pm. Communications addressed to Wrapology shall be marked for the attention of the accounts manager as named on the Sales Order.

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