

**TERMS AND CONDITIONS FOR THE SUPPLY OF MEIYUME
PRODUCTS - UK**

1. Interpretation

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.
Contract	the contract between Meiyume and the Customer for the sale and purchase of the Products in accordance with these Conditions.
Customer	the person or firm who purchases the Products from Meiyume.
Delivery Location	the location where Meiyume shall deliver the Products or from where the Customer shall collect the Products depending on the terms of delivery set out in the Order.
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control.
Meiyume	Meiyume (UK) Limited (registered in England and Wales with company number 00483352) and Lornamead UK Limited (registered in England and Wales with company number 01766292) .
Order	the Customer's order for the Products, as set out in the Customer's purchase order form or the Customer's written acceptance of Meiyume's quotation, as the case may be.
Products	the products (or any part of them) set out in the Order.

Specification any specification for the Products that is agreed in writing by the Customer and Meiyume as may be amended from time to time.

1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** includes email but not fax.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Meiyume issues a written acceptance of the Order (which includes Meiyume providing a delivery date confirmation by email to the Customer or entering a delivery date into the Microsoft Excel file created for the Order), at which point and on which date the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Meiyume and any descriptions or illustrations contained in Meiyume's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Products given by Meiyume shall not constitute an offer. A quotation shall only be valid for a period of 90 days from its date of issue.

3. **Products**

3.1 The Products are described in the Specification.

3.2 The Customer shall indemnify Meiyume against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by Meiyume in connection with any claim made against Meiyume for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Meiyume's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Meiyume reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Meiyume shall notify the Customer in any such event.

4. **Delivery**

4.1 Meiyume shall ensure that:

4.1.1 each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and

4.1.2 if Meiyume requires the Customer to return any packaging materials to Meiyume, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Meiyume shall reasonably request. Returns of packaging materials shall be at Meiyume's expense.

4.2 Delivery of the Products shall be on the terms set out in the Order and these Conditions.

- 4.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location or, where the Customer collects the Products from the Delivery Location, completion of loading of the Products at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Meiyume shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Meiyume with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.5 If Meiyume fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products. Meiyume shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Meiyume with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.6 Delays in the delivery of an Order shall **not** entitle the Customer to:
- 4.6.1 refuse to take delivery of the Order; or
 - 4.6.2 claim damages; or
 - 4.6.3 terminate the Contract, subject always to clause 10.
- 4.7 Meiyume shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by any factor outside of the reasonable control of Meiyume or the Customer's failure to comply with its obligations under this Agreement. For the avoidance of doubt, the parties acknowledge and agree that any delays caused by Meiyume's suppliers are factors outside of the reasonable control of Meiyume.
- 4.8 If the Customer fails to take or accept delivery of the Products (as the case may be) within three Business Days of Meiyume notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or Meiyume's failure to comply with its obligations under the Contract in respect of the Products:
- 4.8.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Meiyume notified the Customer that the Products were ready; and

- 4.8.2 Meiyume shall store the Products until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9 If Meiyume delivers up to and including 5% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered, Meiyume shall make a pro rata adjustment to the invoice for the Products.
- 4.10 Meiyume may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. **Quality**
- 5.1 Meiyume warrants that on delivery the Products shall:
- 5.1.1 conform to the Specification;
 - 5.1.2 be free from material defects in design, material and workmanship; and
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to Meiyume:
 - 5.2.1.1 in the case of a defect that is apparent on normal visual inspection, within 5 (five) Business Days; and
 - 5.2.1.2 in the case of a defect that is apparent on normal visual inspection and in the case of a latent defect, within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1.
 - 5.2.2 Meiyume is given a reasonable opportunity of examining such Products; and
 - 5.2.3 the Customer (if asked to do so by Meiyume) returns such Products to Meiyume's place of business at the Customer's cost (unless agreed otherwise between the parties),
- Meiyume shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.3 Meiyume shall not be liable for the Products' failure to comply with the warranty set out in clause 5.1 if:

- 5.3.1 the Customer makes any further use of such Products after giving notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow Meiyume's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Products or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of Meiyume following any drawing, design or specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Products without the written consent of Meiyume;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, Meiyume shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Products supplied by Meiyume.
6. **Title and risk**
- 6.1 The risk in the Products shall pass to the Customer on completion of delivery.
- 6.2 Title to the Products shall not pass to the Customer until the earlier of:
- 6.2.1 Meiyume receives payment in full (in cash or cleared funds) for the Products; and
 - 6.2.2 the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Products has passed to the Customer, the Customer shall:
- 6.3.1 store the Products separately from all other products held by the Customer so that they remain readily identifiable as Meiyume's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

- 6.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify Meiyume immediately if it becomes subject to any of the events listed in clause 9.1.5 to clause 9.1.13; and
- 6.3.5 give Meiyume such information as Meiyume may reasonably require from time to time relating to:
 - 6.3.5.1 the Products; and
 - 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Meiyume receives payment for the Products. However, if the Customer resells the Products before that time:
 - 6.4.1 it does so as principal and not as Meiyume's agent; and
 - 6.4.2 title to the Products shall pass from Meiyume to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Products passes to the Customer, Meiyume may:
 - 6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Products or use them in the ordinary course of its business; and
 - 6.5.2 require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.
- 7. **Price and payment**
 - 7.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price as agreed by the parties for the Products.
 - 7.2 Meiyume may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
 - 7.2.1 any factor beyond Meiyume's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Meiyume adequate or accurate information or instructions.
- 7.3 The price of the Products:
 - 7.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Meiyume at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Customer.
- 7.4 Meiyume may invoice the Customer for the Products on or at any time after the completion of delivery.
- 7.5 The Customer shall pay each invoice submitted by Meiyume:
 - 7.5.1 within 30 days of the date of the invoice; and
 - 7.5.2 in full and in cleared funds to a bank account nominated in writing by Meiyume, and time for payment shall be of the essence of the Contract.
- 7.6 If the Customer fails to make a payment due to Meiyume under the Contract by the due date, then, without limiting Meiyume's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. **Limitation of liability**
 - 8.1 The limits and exclusions in this clause reflect the insurance cover Meiyume has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 8.3.1 death or personal injury caused by negligence;
 - 8.3.2 fraud or fraudulent misrepresentation;
 - 8.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - 8.3.4 defective products under the Consumer Protection Act 1987.
- 8.4 Subject to clause 8.3, Meiyume's total liability to the Customer shall not exceed an amount equal to the total sums paid by the Customer to Meiyume in respect of the Order.
- 8.5 Subject to clause 8.3, the following types of loss are wholly excluded:
- 8.5.1 loss of profits;
 - 8.5.2 loss of sales or business;
 - 8.5.3 loss of agreements or contracts;
 - 8.5.4 loss of anticipated savings;
 - 8.5.5 loss of use or corruption of software, data or information;
 - 8.5.6 loss of or damage to goodwill; and
 - 8.5.7 indirect or consequential loss.
- 8.6 This clause 8 shall survive termination of the Contract.
9. **Termination**
- 9.1 Without limiting its other rights or remedies, Meiyume may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 9.1.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;

- 9.1.3 the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- 9.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) of 123(2) of the Insolvency Act 1986;
- 9.1.5 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 9.1.6 a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the other party (being a company, a limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 9.1.7 an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- 9.1.8 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- 9.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the other party;
- 9.1.10 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days;

- 9.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.4 and clause 9.1.10;
- 9.1.12 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 9.1.13 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- 9.1.14 there is a change of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010) other than an internal restructuring.
- 9.2 Without limiting its other rights or remedies, Meiyume may suspend provision of the Products under the Contract or any other contract between the Customer and Meiyume if the Customer becomes subject to any of the events listed in clause 9.1.5 to clause 9.1.13, or Meiyume reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, Meiyume may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to Meiyume all of Meiyume's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, Meiyume shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
10. **Force majeure**
- Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events,

circumstances or causes beyond its reasonable control (Force Majeure Event). In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for 3 (three) months, the party not affected may terminate this Agreement by giving 1 (one) month's written notice to the affected party.

11. General

11.1 Assignment and other dealings.

11.1.1 Meiyume may at any time assign, transfer (including by way of novation), mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

11.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Meiyume.

11.2 Confidentiality.

11.2.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.2.

11.2.2 Each party may disclose the other party's confidential information:

11.2.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

11.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.3 Entire agreement.

11.3.1 The Contract constitutes the entire agreement between the parties.

11.3.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver.

11.5.1 Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.7 Notices.

11.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

11.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

11.7.1.2 sent by email to:

11.7.1.2.1 the email address for Meiyume set out in Meiyume's quotation; and

11.7.1.2.2 the email address for the Customer set out in the Order.

11.7.2 Any notice shall be deemed to have been received:

11.7.2.1 if delivered by hand, at the time the notice is left at the proper address;

11.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

11.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

11.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8 Third party rights.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

11.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.