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STANDARD TERMS OF SALE

1. EXPRESSIONS USED

For the sake of clarity, certain words and expressions are given specific meanings. Thus:

1.1 'These terms' means these standard terms of sale.

1.2 'Cresco Innovation Ltd' means the company trading under that name.

1.3 'The Customer' means the individual, firm or company with whom CRESCO INNOVATION Ltd has contracted to provide its marketing and promotional services.

1.4 'Extras' means items such as market research reports etc. which CRESCO INNOVATION Ltd may agree to manage/acquire on the Customer's behalf from third parties.

1.5 'The Contract' means the particular contract, which has been entered into between CRESCO INNOVATION Ltd and the Customer.

2. EFFECT OF THESE TERMS

These terms will govern the entire contractual relationship between CRESCO INNOVATION Ltd and the Customer and can only be varied by express written agreement signed by both parties. These terms will prevail any other terms or conditions of supply or other contractual provisions, which the Customer may seek to impose.

3. PRICES

3.1 Quotations provided by CRESCO INNOVATION Ltd will be valid for thirty days from the date of issue.

3.2 CRESCO INNOVATION Ltd reserves the right to vary any quotation in order to take account of any change in the Customer's requirements.

3.3 All prices quoted for Extras are to be regarded as initial estimates only and will be adjusted once the actual cost is known. Once a concept has been established, CRESCO INNOVATION Ltd will, at the Customer's request, produce a budget figure for all main Extras.

3.4 Where travel is required for the purposes of the Contract all reasonable travel cost together with reasonable subsistence and out of pocket expenses will be agreed via a properly authorised quotation received by CRESCO INNOVATION Ltd from the Customer. Upon receipt of properly authorised quotations CRESCO INNOVATION Ltd will invoice agreed costs as soon as reasonably possible.

4. PAYMENT

4.1 Invoices for work carried out by CRESCO INNOVATION Ltd will be rendered on a monthly basis and each invoice will be due for payment within thirty calendar days from the date upon which it is issued unless stated otherwise on the invoice.

4.2 VAT at the current applicable rate will be added to each invoice.

4.3 All sums due from the Client which are not paid on the due date shall bear interest from day to day at the annual rate of 1% over the base lending rate of the Royal Bank of Scotland PLC.

4.4 Compensation pursuant to Late Payment of Commercial Debts Act 1998 may also be charged at the Company's discretion.

4.5 Debt Collection Agency fees may be charged at up to 10% (ten percent) on outstanding invoices.

5. CANCELLATION

5.1 The Contract may only be cancelled by the Customer with the prior written agreement of CRESCO INNOVATION Ltd and in such event CRESCO INNOVATION Ltd will have the right to make a cancellation charged based upon its current hourly charging rate (of which details will be supplied on request).

6. DELIVERY

6.1 While CRESCO INNOVATION Ltd will use its reasonable endeavours to meet agreed deadlines for delivery; it can accept no responsibility for delays occasioned by the acts or defaults of third parties or other matters outside its immediate control.

6.2 Where any delay is caused by the Customer, CRESCO INNOVATION Ltd. reserves the right to charge to the Customer any additional costs incurred.

7. ACCEPTANCE

7.1 It is the Customer's responsibility to give clear and unambiguous instructions to CRESCO INNOVATION Ltd in respect of any concepts required by the Customer and CRESCO INNOVATION Ltd can accept no responsibility for any costs incurred or losses suffered by reason of the Customer's failure to observe this requirement.

7.2 The customer is required to notify CRESCO INNOVATION Ltd within ten working days if the Customer believes that any work is not in accordance with the Customer's instructions and if no such notification is made within this period, the Customer will be deemed to have accepted the work in question.

7.3 Where any work supplied by CRESCO INNOVATION Ltd is not in accordance with the Customer's instructions, this will be replaced or amended (at the option of CRESCO INNOVATION Ltd) free of charge.

7.4 If CRESCO INNOVATION Ltd agrees, at the Customer's request, to make changes to any work, then it will be entitled to make an additional charge for such work.

9. WARRANTIES

9.1 The Customer warrants that all necessary permissions have been obtained for the use of any specimen materials supplied by the Customer and that it will indemnify CRESCO INNOVATION Ltd against any claims and expenses arising out of the use of any such materials.

9.2 CRESCO INNOVATION Ltd warrants that any marketing work that it provides (other than that based upon materials supplied by the customer) will not infringe any existing copyright.

10. SUB-CONTRACTORS

10.1 Where CRESCO INNOVATION Ltd agrees to order Extras from third parties on behalf of the Customer; the

Customer will be responsible for paying all costs incurred.

10.2 CRESCO INNOVATION Ltd can accept no responsibility for the acts or defaults of any third parties for whom they agree to obtain Extras on the Customer's behalf but, in such circumstances, CRESCO INNOVATION Ltd will undertake only to use reasonable endeavours to ensure that such third party meets its obligations.

11. GENERAL

11.1 The contractual agreements between CRESCO INNOVATION Ltd and the Customer will be governed by the law of England and Wales and each party submits to the non-exclusive jurisdiction of the Courts in England and Wales.

11.2 Each party will give the other written notification of any change of address and, in the absence of such notification, the address specified in the Contract will be relevant for all purposes.

11.3 Each of these terms is separate and distinct contractual provision and will remain unaffected if one or more of the other provisions within these terms is found to be invalid, illegal or unenforceable.

11.4 CRESCO INNOVATION Ltd may exercise any of the rights which it has under these terms even if it has previously refrained from exercising those rights.