

TERMS AND CONDITIONS

Genoa Black Limited & Genoa Black Ventures LLP Client Terms & Conditions.

Genoa Black Ltd & Genoa Black Ventures LLP have experience and expertise in Marketing, Marketing Strategy & associated services including design, digital services, PR, event management and change management.

In return for payment as detailed below Genoa Black Ltd & Genoa Black Ventures LLP will develop and action Marketing, Design, Digital, PR, Event and other associated services on either a project or on-going monthly basis on behalf of the Client on the following terms.

The Company: Genoa Black Marketing&/or Genoa Black Ventures LLP

The Client: The party that appoints The Company to deliver a service.

Service: Either all or part of a Marketing, Design, Digital, PR, Event and other associated marketing or other service as instructed to do so.

Instruction: The service to be provided to the Client by the Company as agreed between both parties, in writing including via email communication and shall be called the Agreement Contract or Contract.

1. Basis of Contract

1.1 This agreement and Genoa Black Ltd & Genoa Black Ventures LLP standard terms and conditions (Terms and Conditions) constitute the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Client, which is not set out in the Agreement

2. Term and Duration

2.1 All work agreements shall commence on the date when instructed (either verbally, in writing or via email by the Client) and shall continue at the Clients discretion in accordance with the Terms and Conditions or for a period as agreed between both parties, until one month's written notice has been given by the Client terminating the agreement.

In the absence of a defined term period, the term of the agreement shall continue indefinitely unless either party gives one month's written notice to the other party, to terminate this agreement.

3. Client obligations

3.1 The Client shall as soon as reasonably practicable from the date of the initial meeting between the parties, provide Genoa Black Ltd & Genoa Black Ventures LLP with any changes to these terms and conditions, failing which if not received within 1 week of work commencing these terms & conditions will be deemed to be agreed and come into full force.

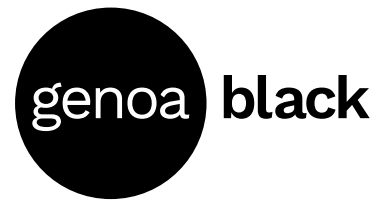
3.2 The Client will also provide Genoa Black Ltd & Genoa Black Ventures LLP with such information as they shall reasonably request in relation to existing or previous marketing activity.

3.3 The Client shall pay the agreed Monthly or Project Fee for the Marketing, Design, Digital, PR, Event and other associated services work in accordance with clause 6 below.

3.4 The remainder of the Client's obligations are set out in Genoa Black Ltd & Genoa Black Ventures LLP Terms and Conditions as varied from time to time.

4. The parties' mutual obligations

4.1 The Client shall use all reasonable endeavours to agree on an initial Marketing, Design, Digital, PR, Event and other associated services



campaign and/or project with The Company for the agreed project (length or criteria) or monthly basis thereafter or for a stipulated time frame for all the Marketing, Design, Digital, PR, Event and other associated services efforts, including any third party expenditures.

5. Genoa Black Ltd & Genoa Black Ventures LLP obligations (Services):

5.1 Subject to the Client complying with its obligations under clause 2.1 & 6, Genoa Black Ltd & Genoa Black Ventures LLP shall create/build/deliver the Marketing, Design, Digital, PR, Event and other associated services project or campaign for the Client.

5.2 Genoa Black Ltd & Genoa Black Ventures LLP shall present the Marketing, Design, Digital, PR, Event and other associated services strategy and/or plan as defined by its expertise to the Client for their approval within the agreed timescale.

5.3 Genoa Black Ltd & Genoa Black Ventures LLP shall deliver & manage the Client's Marketing, Design, Digital, PR, Event and other associated services campaign and/or project.

5.4 The company shall have full authority to appoint any external companies that may be required to fulfil the terms of the service agreement, where all costs shall be recovered from The Client. Any such appointment shall be managed and by Genoa Black Ltd & Genoa Black Ventures LLP in order to maximise return on money spent. This will be done on an individual basis and costs will be shared and approved by the Client prior to making a commitment on behalf of the Client.

5.5 Genoa Black Ltd & Genoa Black Ventures LLP shall provide regular feedback for the Client in an agreed format (either written report or meeting/conversation)

5.6 The Company shall invoice at the end of each month.

6. Fees

6.1 For the agreed project the client shall pay the fee as detailed to the Client by The Company. If the instruction is on an ongoing basis, The Client for the Initial Period and thereafter the Extended Period, the Client shall pay Genoa Black Ltd & Genoa Black Ventures LLP a Monthly or Project Fee as agreed between both parties at the outset. Where fee dispute for non payment arises a notional fee of no less than £1,750 per day shall be applied if legal action is commenced for non payment.

6.2 Genoa Black Ltd & Genoa Black Ventures LLP shall be entitled to invoice the Client for all fees and costs incurred for all work commenced on a monthly basis, payment terms are 30 days from invoice date.

6.4 The Client shall pay invoices in full and in cleared funds within 30 days of receipt. Payment shall be made to the bank account nominated in writing by the Company.

6.5 If the Client fails to make any payment owed to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date for payment (due date), then, without limiting any other remedies The Company' may have the Client pay interest on the overdue amount at the rate of 14% per annum above Bank Of Scotland base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Client disputes in good faith;

6.6 If the Client fails to make any payment due to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date, Genoa Black Ltd & Genoa Black Ventures LLP may, at its sole discretion, cease to provide the Marketing, Design, Digital, PR, Event and other associated services in accordance with this agreement until such times as all sums due to it [whether under this agreement or any other it has with the Client] are paid in full.



6.7 In the instance of non payment The Company will retain IP and artwork rights (and files) to all work provided.

6.8 If the Company is required to appoint a debt collection agency to recover any outstanding fees the Client will be liable for all interest, all debt recovery costs, all court costs incurred in pursuit of outstanding fees including but not limited to day rate costs as detailed in 6.1 for the Company to manage the debt recovery.

TERMS OF SERVICE

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh are open for business.

Campaign: the creation, installation, management, development and employment of a Marketing, Design, Digital, PR, Event and other associated services project or campaign as set out in the Contract.

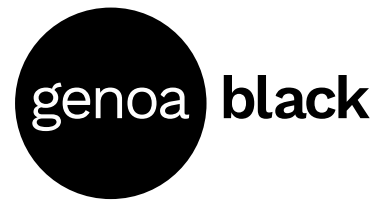
Client: the person or firm who purchases Services from the Company.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract between Genoa Black Ltd & Genoa Black Ventures LLP and the Client for the supply of Services in accordance with these Conditions.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Extended Term: has the meaning set out in clause 3.2



Input Material: has the meaning set out in clause 4.1(b).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in designs, databases, topography, moral, confidential information (including know-how and secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Initial Term: has the meaning set out in clause 3.2.

Monthly fee: the monthly fee for the Services.

Project fee: the project fee for the Services.

Marketing, Design, Digital, PR, Event and other associated services: Marketing, Digital, PR and associated services that Genoa Black Ltd & Genoa Black Ventures LLP agrees to provide in connection with the Contract.

Resources: the resources that Genoa Black Ltd & Genoa Black Ventures LLP may use or employ in order to provide the Services, including Third Party Resource

The Company: Genoa Black Marketing LTD & Genoa Black Ventures LLP

Services: the Marketing, Design, Digital, PR, Event and other associated services that Genoa Black Ltd & Genoa Black Ventures LLP agrees to provide to the Client.

Third Party Resources: third party resources that Genoa Black Ltd & Genoa Black Ventures LLP may use or employ in order to provide the Services.

1.2 The following rules apply:



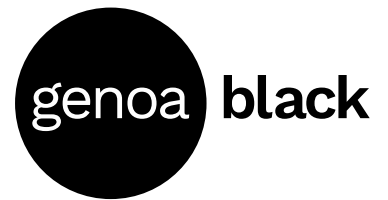
- (a) a person includes, the Client corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 If required by the Company the Client shall sign the Contract and return it to the Company. This constitutes an offer by the Client to purchase Services in accordance with these Conditions. In the absence of a signed contract between both parties, the contract shall be deemed to be the marketing activity or other such service that the Company has delivered to the Client at the outset.

2.2 The Contract shall only be deemed to be accepted when the Client appoints Genoa Black Ltd & Genoa Black Ventures LLP either verbally or in writing. (email instructions shall be deemed to constitute a contract between the Client & the Company)

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Genoa Black Ltd & Genoa Black Ventures LLP which is not set out in the Contract.



2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force and & IP of such shall be retained by the Company

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, in writing prior to the commencement of any activity.

2.6 Any quotation given by Genoa Black Ltd & Genoa Black Ventures LLP shall not constitute an offer, and, unless otherwise agreed, is subject to amendment at any time to meet any rise or fall in the Company' costs or other external factors that may affect price.

3. SUPPLY OF SERVICES

3.1 Genoa Black Ltd & Genoa Black Ventures LLP shall supply the Services to the Client in accordance with the instruction between the Client & the Company in all material respects.

3.2 The Services shall be supplied for the agreed project or term (Initial Term) set out in the instruction between the Client & the Company and, after that, the term shall automatically extend for 1 month (Extended Term) at the end of the Initial Term and at the end of each Extended Term unless either party gives written notice to the other party not later than 1 month before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term as the case may be.

3.5 Genoa Black Ltd & Genoa Black Ventures LLP shall be entitled to refuse to accept or use any materials or service as suggested by the Client in the provision of the Services:



(a) which may be deemed offensive, illegal or in any way controversial;

(b) for which the Client has not obtained an appropriate license, permission or consent pursuant to clause 4.1(f).

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

(a) co-operate with Genoa Black Ltd & Genoa Black Ventures LLP in all matters relating to the Services;

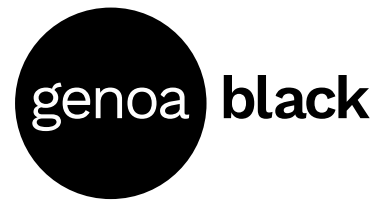
(b) provide in a timely manner such Documents, information (in particular details of any previous or existing Marketing, Design, Digital, PR, Event and other associated campaign information), passwords codes and materials as Genoa Black Ltd & Genoa Black Ventures LLP may reasonably require in order to supply the Services (Input Material);

(c) provide Genoa Black Ltd & Genoa Black Ventures LLP with such administrator rights to any Third Party Resources as are necessary for Genoa Black Ltd & Genoa Black Ventures LLP to supply the Services;

(e) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start and provide Genoa Black Ltd & Genoa Black Ventures LLP with evidence of such license, permission or consent when requested by the Company; and

(f) be responsible for the fees of any Third Party Resources and shall maintain such adequate funds in any third party accounts as are required to maintain inclusion in such resources and to allow Genoa Black Ltd & Genoa Black Ventures LLP to provide the Services without interruption.

4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):



(a) Genoa Black Ltd & Genoa Black Ventures LLP shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company' performance of any of its obligations;

(b) Genoa Black Ltd & Genoa Black Ventures LLP shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company' failure or delay to perform any of its obligations as set out in this clause 4. For the avoidance of doubt, the Client shall continue to be liable for the Monthly or Project Fee during any period that Genoa Black Ltd & Genoa Black Ventures LLP suspends performance of the Services; and

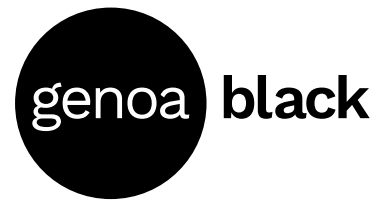
(c) the Client shall reimburse Genoa Black Ltd & Genoa Black Ventures LLP on written demand for any costs or losses sustained or incurred by Genoa Black Ltd & Genoa Black Ventures LLP arising directly or indirectly from the Client Default.

5. AMENDMENTS

5.1 If the Client wishes to change the scope or execution of the Services, it shall submit details of the requested change to Genoa Black Ltd & Genoa Black Ventures LLP in writing, (email shall suffice)

5.2 If the Client requests a change to the scope or execution of the Services, Genoa Black Ltd & Genoa Black Ventures LLP shall, within a reasonable time, provide a written estimate to the Client of:

(a) the likely time required to implement the change;



(b) any necessary variations to the Monthly or Project Fees arising from the change; and

(c) any other impact of the change on this agreement.

5.3 If the Client wishes Genoa Black Ltd & Genoa Black Ventures LLP to proceed with the change, Genoa Black Ltd & Genoa Black Ventures LLP has no obligation to do so unless and until the parties have agreed the necessary variations to the Monthly or Project Fee, the Services and any other relevant terms of this agreement to take account of the change and this agreement has been agreed in writing including email communication.

5.4 Genoa Black Ltd & Genoa Black Ventures LLP may, from time to time and without notice, change the Services in order to comply with any applicable, legal, regulatory, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

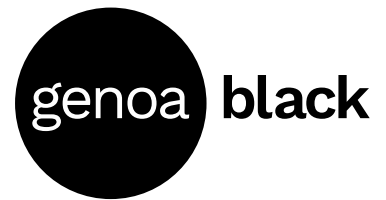
6. FEES AND PAYMENT

6.1 The Monthly or Project Fee for the Services shall be as set out in the Instruction agreement between both parties.

6.2 The Monthly or Project Fee shall be paid by the Client in accordance with the payment terms set out in the Genoa Black & Genoa Black Ventures LLP standard payment terms & conditions (available upon request) in full and in cleared funds to a bank account nominated by the Company.

6.3 Time for payment shall be of the essence.

6.4 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Genoa Black Ltd & Genoa Black Ventures LLP in order to justify withholding payment of any such amount in whole or in part Genoa Black Ltd & Genoa Black Ventures LLP may, without limiting its other rights or remedies, set off



any amount owing to it by the Client against any amount payable by Genoa Black Ltd & Genoa Black Ventures LLP to the Client.

6.5 The Client shall be responsible for the fees of any Third Party Resources and shall maintain such adequate funds in any third party accounts as are required to maintain inclusion in such resources.

6.6 The client shall be liable for all costs incurred by the Company in the recovery of any unpaid fees including interest at 14% above BOS base rate on a daily basis.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Client provided all fees have been paid by the Client to the Company to date.

8. INDEMNITIES

8.1 The Client shall keep Genoa Black Ltd & Genoa Black Ventures LLP indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Genoa Black Ltd & Genoa Black Ventures LLP as a result of or in connection with any claim made against the Company:

(a) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Input Material

9. CONFIDENTIALITY

The Company shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Company by the other party (Client), its employees, agents or subcontractors, and any other



confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know for the purpose of discharging the Company's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

10. RESULTS

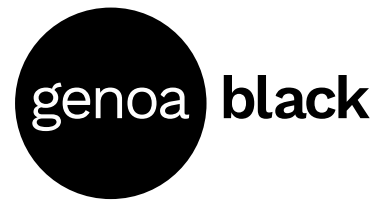
10.1 The Client acknowledges and accepts the following in connection with the Services:

(a) Genoa Black Ltd & Genoa Black Ventures LLP is not responsible for the policies or contractual terms of Third Party Resources.

(b) the Company' previous performance in the provision of the Services or services similar to the Services is not indicative of any future results that Genoa Black Ltd & Genoa Black Ventures LLP may achieve on behalf of the Client.

(c) Marketing, Design, Digital, PR, Event and other associated services may be subject to industry policies and procedures. Each change made to such policies and procedures may affect the Project or Campaign and the Client acknowledges that this is outside the control of the Company. Genoa Black Ltd & Genoa Black Ventures LLP will endeavor to rectify any negative effects on the Campaign arising from an edit or change as soon as reasonably practicable.

(d) Genoa Black Ltd & Genoa Black Ventures LLP will use all reasonable endeavors to keep the Client informed of any changes to Third Party Resources, industry practice or any other changes that Genoa Black Ltd & Genoa Black Ventures LLP is made aware of which may impact the Campaign or Project and the provision of the Services. However, Genoa



Black Ltd & Genoa Black Ventures LLP may not become aware of such changes.

11. LIMITATION OF LIABILITY

11.1 This clause 11 sets out the entire financial liability of Genoa Black Ltd & Genoa Black Ventures LLP (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

(a) any breach of the Agreement Contract and these Conditions however arising;

(b) any use made by the Client of the Services, [the Deliverables] or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement Contract or these Conditions.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement Contract and these Conditions.

11.3 Nothing in the Instruction, and Agreement Contract or these Conditions limits or excludes the liability of the Company:

(a) for death or personal injury resulting from its negligence; or

(b) fraud or fraudulent misrepresentation.

11.4 Subject to clause 11.2 and clause 11.3:

(a) Genoa Black Ltd & Genoa Black Ventures LLP shall not under any circumstances whatever be liable for:



- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) loss of corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) Genoa Black Ltd & Genoa Black Ventures LLP 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 this Agreement Contract shall in all circumstances be limited to the price paid for a single month of the Services provided.

12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement without liability to the other immediately on giving notice to the other if:

- (a) 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 7 days after being notified in writing to make such payment; or

(b) the other party commits a material breach of any of the terms of the Contract and/or these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or

(c) the other party repeatedly breaches any of the terms of the Contract or these Conditions 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 the Contract or these Conditions; or

(d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

(e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or

(g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or

(h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or

(i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or



(j) a creditor of the other party 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 days; or

(k) 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 12.1(d) to clause 12.1(j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.2 On termination of the Contract for any reason:

(a) the Client shall immediately pay to Genoa Black Ltd & Genoa Black Ventures LLP all of Genoa Black Ltd & Genoa Black Ventures LLP outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Genoa Black Ltd & Genoa Black Ventures LLP may submit an invoice, which shall be payable immediately on receipt;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Intellectual property rights), clause 9 (Confidentiality), clause 11 (Limitation of liability), clause 15.3 (Notices), clause 15.9 (Governing law and jurisdiction).



12.3 Without limiting its other rights or remedies, Genoa Black Ltd & Genoa Black Ventures LLP shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and Genoa Black Ltd & Genoa Black Ventures LLP if the Client becomes subject to any of the events listed in clause 12.1(c)) to clause 12.1(m), or Genoa Black Ltd & Genoa Black Ventures LLP reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

13. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Genoa Black Ltd & Genoa Black Ventures LLP in connection with the Services.

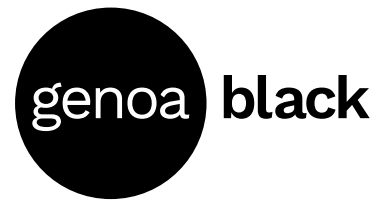
14. GENERAL

14.1 Force majeure:

(a) For the purposes of the Contract and these Conditions, Force Majeure Event means an event beyond the reasonable control of Genoa Black Ltd & Genoa Black Ventures LLP including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Genoa Black Ltd & Genoa Black Ventures LLP or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) Genoa Black Ltd & Genoa Black Ventures LLP shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract or these Conditions as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents Genoa Black Ltd & Genoa Black Ventures LLP from providing any of the Services for more than 6 weeks,



Genoa Black Ltd & Genoa Black Ventures LLP shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Client.

14.2 Assignment and subcontracting:

(a) Genoa Black Ltd & Genoa Black Ventures LLP may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

(c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

14.4 Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Status of Agreement: If any provision in these Conditions conflicts with any provision of the Contract, the Contract shall prevail as between the parties.



14.8 Third parties: A person who is not a party to the instruction, project and Contract shall not have any rights under or in connection with it.

14.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing by both parties (email communication is acceptable and binding)

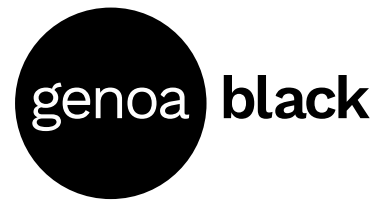
14.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

Supplier Terms & Conditions

Genoa Black Ltd & Genoa Black Ventures sources a wide range of services from many different suppliers.

The Terms and Conditions below relate specifically to companies supplying any product, good or services such as but not limited to artwork, logo design, graphic services and other form of creative artistic and/or digital service, be that freelance or through a limited company, partnership, PLC or any other company. Unless expressly agreed otherwise in writing by Genoa Black Ltd &/or Genoa Black Ventures LLP & signed by a Duly Authorised Representative thereof, these are the ONLY terms and conditions on which the Genoa Black Ltd & Genoa Black Ventures LLP is prepared to contract with you (the "Supplier") in relation to the sale of goods and supply of services by you the Supplier.

Genoa Black means Genoa Black Ltd & Genoa Black Ventures LLP and any other entity which from time to time is a Genoa Black Ltd & Genoa Black Ventures LLP or affiliated company of any of the above entities (including any subsidiary or holding company of that entity or any



subsidiary of any direct or indirect holding company of that entity), each being a "Genoa Black Ltd & Genoa Black Ventures LLP Company" and collectively being referred to as the "Genoa Black" for the purposes of these terms and conditions, as updated from time to time by Genoa Black Ltd & Genoa Black Ventures LLP (the "Terms").

1. DEFINITIONS

In these Terms (unless context requires otherwise):

1.1 "Contract" shall mean an Order or Purchase Order placed by Genoa Black Ltd &/or Genoa Black Ventures LLP with the Supplier for the supply of goods and/or services together with these Terms.

1.2 "Deliverables" shall mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media.

1.3 "Duly Authorised Representative" shall mean the relevant Marketing Manager, Marketing Executive, Company Director, Partner or company Owner within Genoa Black Ltd & Genoa Black Ventures LLP

1.4 "Goods" shall mean the goods (or any part of them) set out in the Purchase Order.

1.5 "Genoa Black Ltd & Genoa Black Ventures LLP Materials" shall mean all materials, equipment, tools, drawings, specifications, computer programmes, information and data, on whatever media, supplied by any Genoa Black Ltd & Genoa Black Ventures LLP to the Supplier.

1.6 "Losses" shall mean all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments.



1.7 "Order" means an order (be that a Purchase Order or other order) placed by a Duly Authorised Representative on behalf of Genoa Black Ltd & Genoa Black Ventures LLP for Goods or Services.

1.8 "Services" shall mean the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

2. CONSTRUCTION OF CONTRACT

2.1 Where an Order is placed by a Genoa Black Ltd &/or Genoa Black Ventures LLP that Order together with these Terms (together a Contract) will constitute a separate binding and enforceable contract between the Supplier and the relevant Duly Authorised Representative placing the Order. These Terms are automatically deemed incorporated into each and every Contract, subject to any permitted variation provided for under these Terms, and shall accordingly govern the same. Where there is any manifest inconsistency between the provisions of these Terms and any Order, the provisions of the Order will apply.

2.2 The terms of each Contract shall apply as between the parties in respect of the matters described in the Order to the exclusion of all other terms (including any terms and conditions that the Supplier purports to apply). Any attempt by you (or on your behalf) as the Supplier to impose any other terms or conditions to the trading relationship with Genoa Black Ltd & Genoa Black Ventures LLP is hereby explicitly and expressly deemed automatically rejected in advance (and any such terms and conditions are likewise deemed rejected automatically in advance) and will be (and is) wholly ineffective and non-binding upon each and every Genoa Black Ltd & Genoa Black Ventures LLP Company. No terms other than these Terms are or will be acceptable to the Group, save as expressly agreed and physically signed in writing by a Duly Authorised Representative agreeing to a variation to these Terms in accordance with these Terms.



2.3 These Terms are automatically deemed accepted by you as the Supplier upon the earlier of (i) the Supplier accepting a Genoa Black Ltd & Genoa Black Ventures LLP Company's Order; or (ii) the Supplier supplying any Goods to or commencing the provision of any Services for Genoa Black Ltd & Genoa Black Ventures LLP Company. Save as expressly agreed and physically signed in writing by a Duly Authorised Representative, these Terms will apply to your entire relationship and all dealings with any Genoa Black Ltd & Genoa Black Ventures LLP Company. There is no need for any Genoa Black Ltd & Genoa Black Ventures LLP to issue you with duplicate copies of these Terms when each Contract is entered into and there is no obligation on any Genoa Black Ltd & Genoa Black Ventures LLP to do so. Failure to provide a copy of these Terms with each Contract shall not in any way prejudice the fact that these Terms shall govern each Contract as provided for herein.

3. DELIVERY

3.1 The time of delivery and performance is of the essence of the Contract and delivery shall be strictly in accordance with the Order. The relevant Genoa Black Ltd & Genoa Black Ventures LLP representative may reject any Goods or Services not delivered or provided on or before the delivery date specified in the Order without prejudice to its rights against the Supplier, whether for breach of contract or otherwise.

3.2 Unless otherwise agreed delivery shall be made at the Delivery Address specified in the Order or if none is specified, at the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company's premises and all packing and transport costs shall be for the account of the Supplier.

3.3. Title in the Goods and any Deliverables shall pass to the relevant Genoa Black Ltd & Genoa Black Ventures LLP when payment is made, in whole or in part or upon delivery, whichever first occurs.

3.4. Risk in the Goods and any Deliverables shall pass to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative upon delivery.



3.5 Any partial delivery or performance shall be deemed a failure by the Supplier to deliver or perform in accordance with the Contract unless expressly agreed in advance and in writing with the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company.

4. PRICE AND PAYMENT

4.1 Unless otherwise agreed the price for the Goods and Services supplied under any Contract shall be that specified on the relevant Order issued by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative or if not so specified shall not be higher than the lower of the last price for the same provided to the relevant Genoa Black Ltd & Genoa Black Ventures LLP company and the Supplier's then-current standard pricing for the same based on equivalent quality and quantity standards.

4.2 The price specified, in the Order or otherwise determined as set out above or agreed in writing, is a fixed price and the Supplier shall not be entitled to increase the price for any reason whatsoever.

4.3 Payment shall be due 30 days following the end of the relevant month within which a valid invoice in respect of the Goods or Services is received.

5. WARRANTY AND QUALITY

5.1 The Supplier warrants, represents and undertakes that:

(a) any Goods supplied will on delivery be new and unused and free from defects either in material or workmanship and that they will be suitable for any purpose for which they are required and which shall have been made known by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative to the Supplier, of merchantable quality, that they will conform strictly to any specifications, drawings or patterns supplied by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative to the Supplier or in relation to which they were offered for



sale, that they comply with the order and that they will conform strictly to any sample which may have been submitted by or to the relevant Genoa Black Ltd &/or Genoa Black Ventures LLP Duly Authorised Representative but without any defect which such sample may have:

(b) it shall perform the Services with all due skill and care and in accordance with the best practice in the field in which the Services are supplied and any officers, agents, employees, personnel or sub-contractors which it uses to provide the Services shall be suitably skilled and experience and shall adhere to the same standards;

(c) the Services, Goods and Deliverables will conform with all descriptions and specifications set out in the Order and will be fit for any purpose expressly or impliedly made known to the Supplier by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company,;

(d) it shall provide all equipment, tools , vehicles and other such items as are required to perform the Contract at its own cost;

(e) it shall obtain and at all times maintain all necessary licences and consents in order to perform the Contract and comply with all applicable laws and regulations when performing the Contract;

(f) it shall observe all health and safety rules and regulations and any other security requirements that apply at any Genoa Black Ltd & Genoa Black Ventures LLP premises;

(g) it shall hold all Genoa Black Ltd & Genoa Black Ventures LLP Materials in safe custody at its own risk, maintain Genoa Black Ltd & Genoa Black Ventures LLP Materials in good condition until returned to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative and not dispose of or use Genoa Black Ltd & Genoa Black Ventures LLP Materials other than in accordance with the Contract or such other written instructions or authorisation provided by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company;



(h) it shall not do or omit to do anything which may cause Genoa Black Ltd & Genoa Black Ventures LLP to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that Genoa Black Ltd & Genoa Black Ventures LLP may rely or act on the Services.

5.2 At any time prior to delivery of the Goods to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company, the Duly Authorised Representative shall have the right to inspect and test the Goods or Deliverables at all times.

5.3 If the results of such inspection or testing cause the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative to be of the opinion that the Goods or Deliverables do not conform or are unlikely to conform with the Order, the Contract or to any specifications and/or patterns supplied or advised by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative to the Supplier, the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative shall have the right to require and witness further testing and inspection.

5.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for all aspects of the quality of the Goods or Deliverables and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under any Contract.

5.5 If any of the Goods or Deliverables fail to comply with the provisions set out in this clause 5 the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative shall be entitled to withdraw from the order at no cost to Genoa Black Ltd & Genoa Black Ventures LLP and avail themselves of any one or more remedies listed in clause 12.

6. INDEMNITY

6.1 The Supplier shall keep

Genoa Black Ltd & Genoa Black Ventures LLP indemnified at all times and in full against all Losses awarded against or incurred or paid by Genoa Black Ltd & Genoa Black Ventures LLP as a result of or in connection with:

(a) any claim made against Genoa Black Ltd , Genoa Black Ventures LLP by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Deliverables, to the extent that the defect in the Goods or Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against any Genoa Black Ltd , Genoa Black Ventures LLP by a third party arising out of, or in connection with, the supply of the Goods or Deliverables or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; or

(c) any claim made against Genoa Black Ltd, Genoa Black Ventures LLP for actual or alleged infringement of a third party's intellectual property rights or other rights arising out of, or in connection with, the manufacture, supply or use of the Goods or Deliverables, or receipt, use or supply of the Services.

6.2 For the duration of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with each Contract and shall, on the Group's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

6.3 This clause 6 shall survive termination of the Contract



7. GROUP'S GOODS AND MATERIALS

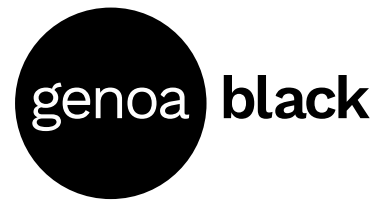
7.1 All Genoa Black Ltd & Genoa Black Ventures LLP Materials supplied by or on behalf of the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company, are and shall remain the property of the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company, and shall not be copied, or used in any way whatsoever except in connection with supply of Goods, Deliverables and Services pursuant to this Contract. If any are damaged or destroyed while in the Supplier's possession or control the Supplier shall on demand pay to the relevant Genoa Black Ltd or Genoa Black Ventures LLP company the cost to the relevant Genoa Black Ltd & Genoa Black Ventures LLP company of repairing or (at the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company's option) replacing them.

7.2 The Supplier must check all Genoa Black Ltd & Genoa Black Ventures LLP Materials supplied to it by or on behalf of the relevant Genoa Black Ltd & Genoa Black Ventures LLP and notify the relevant Genoa Black Ltd & Genoa Black Ventures LLP in writing of any defects or discrepancies forthwith.

7.3 Title to and all rights (including copyright, artwork files and any & ALL other intellectual property rights) in any additions to Genoa Black Ltd & Genoa Black Ventures LLP Materials supplied by or on behalf of the relevant Genoa Black Ltd & Genoa Black Ventures LLP shall, in so far as the relevant Genoa Black Ltd & Genoa Black Ventures LLP shall not be entitled thereto by operation of law, forthwith vest in and are hereby assigned to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company.

7.4 The Supplier shall not be entitled to any IP on any work done under the Contract or otherwise.

7.5 The relevant Genoa Black Ltd & Genoa Black Ventures LLP company shall be entitled to enter the Supplier's premises and remove all Goods, Deliverables, materials, documents, data and computer programmes to



which the relevant Genoa Black Ltd & Genoa Black Ventures LLP company is entitled.

7.6 The Supplier will redeliver such Genoa Black Ltd & Genoa Black Ventures LLP Materials including any copies, extracts and abstracts thereof to the relevant Genoa Black Ltd & Genoa Black Ventures LLP company in good and serviceable condition.

7.7 This clause 7 shall survive termination of the Contract.

8. INTELLECTUAL PROPERTY

8.1 In respect of any goods that are ordered by Genoa Black Ltd & Genoa Black Ventures LLP as part of the Services ordered, including without limitation to graphic design, artwork, artwork files, ideas pertinent to the order, the Supplier warrants, represents and undertakes that it has and will transfer full clear and unencumbered title to all such items and that at the date of delivery of such items to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company, it will have full unrestricted rights to transfer and indeed will transfer all such items to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company.

8.2 The Supplier hereby assigns to the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including, but not limited to all:- art work, artwork files, ideas pertinent to the order and any and all other IP associated with the order.

8.3 The Supplier shall obtain waivers of all moral and IP rights in the production and supply of the Services, which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction which may come into force in both Scots Law & English Law.

8.4 The Supplier shall, promptly at the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company's request, do (or procure to be done) all



such further acts and things and execute all such other documentation as the relevant Genoa Black Ltd & Genoa Black Ventures LLP may from time to time require for the purpose of securing for the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative the full benefit of any Contract, including all right, title and interest in and to the intellectual property rights assigned to the relevant Genoa Black Ltd & Genoa Black Ventures LLP in accordance with clause 8.2.

8.5 All Genoa Black Ltd & Genoa Black Ventures LLP Materials are the exclusive property of the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company.

8.6 This clause 8 shall survive termination of the Contract.

9. NOTICES

Any notification hereunder shall be in writing (including email) and where given by the relevant Genoa Black Ltd & Genoa Black Ventures LLP ideally by but not limited to first class registered or recorded delivery to the Supplier's address given in the Order, shall be deemed to have been received by the Supplier at the expiration of two days from posting in the case of inland and five days from posting in the case of overseas letters.

10. CANCELLATION, SUSPENSION AND TERMINATION

10.1 The relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative may by notice in writing to the Supplier cancel or vary any Contract formed pursuant hereto and or suspend or postpone the manufacture and delivery of the Goods or any part thereof and all costs necessarily incurred by the Supplier as a result thereof which cannot be mitigated by the Supplier using its best endeavours to do so shall be borne by the relevant Genoa Black Ltd & Genoa Black Ventures LLP Company. The date of delivery shall, if necessary, be extended to such later date(s) as shall be reasonable having regard to the period of such suspension or postponement or nature of the variation.



10.2 Without limiting its other rights or remedies, the relevant Genoa Black Ltd & Genoa Black Ventures LLP company may terminate any and all Contracts with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material or persistent breach of a Contract and (if such a breach is remediable) fails to remedy that breach within [28] days of receipt of notice in writing of the breach;

(b) the Supplier 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(d) 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 Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(e) a creditor or encumbrancer of the Supplier 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 seven days;

(f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);



(g) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 10.2(b) to clause 10.2(g)

(inclusive);

(i) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

(j) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, the relevant Genoa Black Ltd & Genoa Black Ventures LLP may terminate any Contract:

(a) in respect of the supply of Services, by giving the Supplier 14 day's written notice; and

(b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

10.4 In any of the circumstances in these Terms in which the relevant Genoa Black Ltd & Genoa Black Ventures LLP company may terminate a Contract, where both Goods and Services are supplied, the relevant Genoa Black Ltd & Genoa Black Ventures LLP Duly Authorised Representative may instead terminate part of the Contract in respect of the Goods, or in respect



of the Services, and the Contract shall continue in respect of the remaining supply.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of any Contract for any reason:

(a) the Supplier shall immediately deliver to the relevant Genoa Black Ltd & Genoa Black Ventures LLP company all Goods that have been paid for but not yet delivered and where Services are terminated, all Deliverables, whether or not then complete, and return all Genoa Black Ltd & Genoa Black Ventures LLP Materials. If the Supplier fails to do so, then the relevant Genoa Black Ltd & Genoa Black Ventures LLP may, without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the relevant Contract;

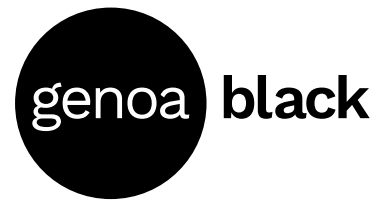
(b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of any Contract which existed at or before the date of termination;

(c) clauses which expressly or by implication have effect after their termination shall continue in full force.

12. REMEDIES

12.1 If the Supplier fails to deliver the Goods or Deliverables and/or perform the Services by the applicable date(s) specified in the relevant Order, the relevant Genoa Black Ltd & Genoa Black Ventures LLP company shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;



(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods or Deliverables which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the relevant Genoa Black Ltd & Genoa Black Ventures LLP company in excess of what would have been paid to the Supplier in obtaining substitute Goods or Deliverables and/or Services from a third party;

(d) where the relevant Genoa Black Ltd & Genoa Black Ventures LLP company has paid in advance for Services that have not been provided by the Supplier and/or Goods or Deliverables which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

(e) to claim damages for any additional Losses incurred by the relevant Genoa Black Ltd & Genoa Black Ventures LLP company which are in any way attributable to the Supplier's failure to meet such dates.

12.2 If the Supplier has delivered Goods or Deliverables that do not comply with the Contract, without limiting its other rights or remedies, the relevant Genoa Black Ltd & Genoa Black Ventures LLP company shall have one or more of the following rights, whether or not it has accepted the Goods or Deliverables:

(a) to reject the Goods or Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

(b) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;

(c) to require the Supplier to repair or replace the rejected Goods or Deliverables, or to provide a full refund of the price of the rejected Goods or applicable Services (if paid);

(d) to refuse to accept any subsequent delivery of the Goods or Deliverables which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by the relevant Genoa Black Ltd & Genoa Black Ventures LLP in obtaining substitute goods from a third party in excess of what would have been paid to the Supplier; and

(f) to claim damages for any additional Losses incurred by the relevant Genoa Black Ltd & Genoa Black Ventures LLP company arising from the Supplier's failure to supply Goods or Deliverables in accordance with the Contract. 12.3 These Terms shall extend to any substituted or remedial Services and/or repaired or replacement Goods or Deliverables supplied by the Supplier and are in addition to (and do not in any way prejudice) any other rights or remedies any Genoa Black Ltd & Genoa Black Ventures LLP company may have available to it at law, in equity or otherwise.

13 CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential or commercially sensitive nature and have been disclosed to the Supplier by or on behalf of Genoa Black Ltd & Genoa Black Ventures LLP or its agents and any other confidential information concerning Genoa Black Ltd & Genoa Black Ventures LLP Company's business or its prices or products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Supplier's obligations to Genoa Black Ltd & Genoa Black Ventures LLP and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind the Supplier. For the avoidance of doubt, this clause 13 shall survive termination of the Contract.

14 NO PARTNERSHIP

The Supplier and Genoa Black Ltd & Genoa Black Ventures LLP are independent contractors with respect to each other and nothing in any Contract shall create an association, partnership, joint venture or agency relationship between them.

15 ASSIGNMENT & SUB CONTRACTING

The Supplier shall not assign or sub contract or otherwise make over any of its rights without the prior written permission of the Group.

16 WAIVER

The failure or neglect of Genoa Black Ltd & Genoa Black Ventures LLP to enforce at any time any of the provisions of any Contract formed pursuant hereto shall not be construed nor shall be deemed to be a waiver of the Genoa Black Ltd & Genoa Black Ventures LLP Company's rights under any Contract nor in any way shall such a failure or neglect effect the validity of the whole or any part of any Contract nor prejudice Genoa Black Ltd & Genoa Black Ventures LLP Company's right to take subsequent action.

17 SEVERANCE

If any provision in these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision, to the extent required, shall be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

18 GOVERNING LAW

Each Contract shall be subject to English law and the parties hereby irrevocably submit to the exclusive jurisdiction of Scottish Courts.

OTHER RIGHTS AND REMEDIES

Nothing in these Terms shall prejudice any condition or warranty, express or implied, or any right or remedy to which Genoa Black Ltd & Genoa Black Ventures LLP is entitled in relation to the Goods, Deliverables and Services by virtue of statute, common law or other.