

ITV PLC

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION AND DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these conditions:

Contract: the Purchase Order and the Supplier's acceptance of the Purchase Order.

Goods: any Goods agreed in the Contract to be bought or hired by ITV from the Supplier (including any part or parts of them).

Intellectual Property Rights: includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semi conductor topography rights, trade marks, service marks, business names, trade names, logos, domain names, moral unfair competition rights and rights to sue for passing-off 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 registrations or applications to register any of the aforesaid items, and all similar or equivalent rights or forms of protection in any part of the world.

ITV: ITV plc of 200 Gray's Inn Road, London WC1X 8HF and/or any other member of the ITV group of companies (as detailed in the Purchase Order).

Purchase Order: ITV's written instruction to supply the Goods and/or Services, incorporating these conditions.

Remedy: shall have the meaning set out in clause 9.3 and "Remedies" shall be construed accordingly.

Services: any services to be provided by the Supplier to ITV pursuant to the Contract.

Supplier: the person, firm or company who accepts the Purchase Order.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, these conditions are the only conditions upon which ITV is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions and shall prevail over any inconsistent terms or conditions contained, or referred to, in the Supplier's quotation, proposal, confirmation of order, specification or other document supplied by the Supplier, or implied by law, trade custom, practice or course of dealing.

2.2 Each Purchase Order shall be deemed to be an offer by ITV to buy or hire Goods and/or Services (as the case may be) subject to these conditions and no Purchase Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or in part accepts the offer.

2.3 Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by an appropriately authorised representative of ITV.

3. PROVISION OF GOODS OR SERVICES

3.1 The Supplier will provide the Goods and/or Services on or from the date(s) set out in the Purchase Order in accordance with the terms and/or specification set out in the Purchase Order or accompanying documentation and shall devote such time, attention and abilities to the provision of the Goods or Services as may be necessary for the satisfactory completion thereof.

3.2 If the Supplier is unable to provide the Services and/or Goods for any reason, it will immediately inform ITV of this fact giving the reason and the likely duration, but this shall be without prejudice to ITV's right to choose one or more Remedies.

3.3 If ITV seeks to vary the Services or the amount or description of the Goods, the Supplier will use its best endeavours to provide the Goods and/or Services in accordance with the variation.

3.4 The Supplier shall comply with all reasonable requests and directions of ITV and any other third party working with ITV and will take reasonable care to ensure that the provisions of the Goods and/or Services shall not interfere with the operations of ITV, its employees or any other third party working with ITV.

3.5 ITV agrees to provide the Supplier with such information, support and co-operation as is reasonably within its power or control and may be reasonably required by the Supplier in order to perform the Contract.

4. PERSONNEL AND SUBCONTRACTORS

- 4.1 In the event that the personnel named on the Purchase Order or otherwise agreed with ITV cannot carry out the Services or are not deemed by ITV to be carrying out the Services satisfactorily, the Supplier shall replace such personnel with personnel whose identity shall be approved by ITV beforehand.
- 4.2 The Supplier will ensure that all key personnel named on the Purchase Order (or otherwise agreed with ITV as being key personnel) will be exclusively available on days notified by ITV and will ensure that at all other times the key personnel are available to perform the Services on a non-exclusive first call basis.
- 4.3 The Supplier may (with the prior written consent of ITV) engage such third parties as are necessary for the completion of the Services provided that the Supplier shall have full responsibility for the due and proper work of such third parties, shall declare any interest it has in any third party engagement and shall remain liable for the actions of any such third party. The Supplier shall ensure that any sub-contractor complies with these conditions and shall if requested obtain an undertaking from the sub-contractor in favour of ITV in this regard.

5. DELIVERY, RISK AND OWNERSHIP

- 5.1 The Goods shall be delivered to the location specified in the Purchase Order at the Supplier's own cost and risk and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, and number of packages and contents. The Goods shall remain at the Supplier's risk until delivery is complete (including off-loading and stacking). Ownership shall vest in ITV on the earlier of delivery and payment.
- 5.2 The date for delivery shall be as specified in the Purchase Order or, if no date is specified, within 14 days of the date of the Purchase Order. Time of delivery shall be of the essence and if the Goods and/or Services are not delivered on time, ITV may choose one or more Remedies.
- 5.3 Packaging material shall not be charged for and shall, if requested by the Supplier, be returned to the Supplier at the Supplier's cost.
- 5.4 ITV shall not be deemed to accept the Goods until it has had 14 days to inspect or test them following delivery. In the event that ITV determines that the Goods have been supplied in breach of the Contract, it may choose one or more Remedies. ITV shall also have the right to choose one or more Remedies within 60 days of any latent defect becoming apparent.
- 5.5 If ITV rejects the Goods or any part thereof for any reason, return delivery to the Supplier shall be at the Supplier's expense and the Supplier shall promptly repay any sums paid for the rejected Goods or in the event that the delivery has not yet been invoiced, reduce the invoice accordingly.
- 5.6 ITV shall own any property (including any Intellectual Property Rights) created in the performance of the Services and the Supplier shall assign to ITV any Intellectual Property Rights created in the provision of the Services.

6. PRICE AND PAYMENT

- 6.1 The price of the Goods and/or Services shall be as set out in the Purchase Order and shall be exclusive of VAT (unless otherwise stated on the Purchase Order) but inclusive of all other charges including expenses.
- 6.2 The Supplier shall submit invoices in accordance with the instructions on the Purchase Order or if no payment terms are specified on the Purchase Order, as agreed with ITV.
- 6.3 ITV shall (subject to clause 6.8 below) pay the price by the later of (i) the last day of the month following the month in which the invoice is dated and (ii) the last day of the month following the month in which the invoice is received by ITV.
- 6.4 If a Supplier is paid on an hourly basis, the Supplier must provide appropriate time sheets (approved by a duly authorised representative of ITV) evidencing the time spent.
- 6.5 If a Supplier is paid on a daily basis, fees shall be calculated on the basis of an 8 hour day worked between 9am and 6pm on weekdays (excluding bank holidays). The Supplier shall not be entitled to charge on a pro rata basis for part days worked unless it has ITV's prior written consent to work for a part day.
- 6.6 No fees shall be chargeable for time lost due to illness or other delay beyond ITV's control.
- 6.7 Claims for payment in respect of materials purchased by the Supplier in order to perform the Services or for reimbursement of expenses shall only be payable if accompanied by the relevant receipts.
- 6.8 ITV reserves the right to set off any amount owing by it against any amounts owing to it from the Supplier and to withhold any payments to the extent that Goods or Services have not been supplied to ITV's reasonable satisfaction.
- 6.9 Payment is without prejudice to any claims or rights which ITV may have against the Supplier and shall not constitute acceptance of the Goods and/or Services.

7. WARRANTIES AND INDEMNITY

- 7.1 The Supplier warrants and undertakes that (i) the Goods will be of appropriate design, quality, material and workmanship, without fault, comply with all safety standards, fit for the purpose and free from any charge, lien or encumbrance, (ii) the Goods

and/or Services shall conform to specification (iii) it shall obtain all necessary consents, licenses, permissions, clearances in order to supply the Goods and/or Services (including in relation to Intellectual Property Rights), (iv) it shall use all due care, skill and diligence in accordance with commercial practices and standards in performing the Contract and shall perform the Contract in a timely and professional manner, (v) it shall comply with all relevant laws and regulations in the provision of the Goods and/or Services (including data protection laws and regulations), (vi) it has and will provide all necessary skills, experience, personnel, equipment and facilities to perform its obligations pursuant to the Contract, (vii) appropriately experienced, qualified, competent and trained personnel will perform the Contract (viii) it is free to enter into this agreement and has no other commitment that will conflict with it providing the Services and (ix) it shall act in good faith at all times and not bring ITV into disrepute.

7.2 The Supplier shall indemnify ITV against all direct, indirect and consequential liabilities incurred by ITV as a result of (i) the Supplier's negligence, wilful default, misrepresentation or breach of contract, (ii) any third party claim arising out of negligence or breach of contract by the Supplier and (iii) any alleged or actual infringement of any third parties Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or Services. This provision shall survive termination of the Contract.

8. LIABILITY AND INSURANCE

8.1 Where relevant the Supplier shall maintain public liability insurance and professional indemnity insurance or product liability insurance with a reputable insurance company of no less than £3 million in respect of any one claim or incident and shall provide the relevant certificates upon ITV's request.

8.2 Unless expressly provided otherwise, ITV shall not be liable for any consequential or indirect loss, loss of profits, revenues and/or business, anticipated savings.

9. TERMINATION AND REMEDIES

9.1 ITV shall have the right at any time and for any reason to terminate the contract in whole or in part by giving the Supplier written notice. On such termination, ITV shall pay fair and reasonable compensation for work-in-progress but such compensation shall not include loss of anticipated profits or any consequential loss. Termination shall be without prejudice to the rights and duties of the parties accrued prior to termination.

9.2 On termination of the Contract for any reason, the Supplier shall immediately deliver to ITV all materials, information, data and equipment provided by ITV to the Supplier for the purpose of the Contract and if the Supplier fails to do so, ITV shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it.

9.3 If any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, ITV shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by ITV:

- (a) rescind the Contract;
- (b) reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods shall be paid by the Supplier;
- (c) require the Supplier to remedy at its expense any defect or to supply replacement Goods and/or carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Supplier;
- (e) require immediate repayment by the Supplier of all sums previously paid to the Supplier by ITV under the Contract;
- (f) carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract;
- (g) at the Supplier's cost engage the Services of another supplier;
- (h) claim damages; or
- (i) in circumstances where any other Supplier would not have ready familiarity with ITV's systems and business affairs necessary to enable such other Supplier to fulfil the Services within the time frame or to the standards required, the Supplier agrees that, in circumstances where a claim for damages would be an inadequate remedy, ITV shall be entitled to an interlocutory order for specific performance together with a mandatory injunction,

(each of the above being a "**Remedy**").

10. CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature concerning ITV's business or products and the Supplier shall restrict disclosure of such confidential material on a need to know basis. Unless, otherwise specifically agreed, the Supplier shall keep confidential the fact that it is supplying ITV and the terms of such supply. This provision shall survive termination of the Contract.

11. SITE ACCESS AND HEALTH AND SAFETY

11.1 The Supplier shall take all reasonable steps to ensure the health and safety of ITV's employees, approved sub-contractors and any other third party working with ITV while they are working with the Supplier and/or the personnel and shall comply with all provisions, rules and regulations regarding site access and security of any of ITV's premises and all health and safety regulations, rules and requirements.

11.2 The Supplier shall upon the request of ITV grant ITV such access to the Supplier's premises or such other premises as ITV may reasonably require for inspection of any Goods, facilities and/or ITV equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.

12. WAIVER

12.1 A waiver of any right under the Contract is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.

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

13. ASSIGNMENT

13.1 The Supplier shall not, without the prior written consent of ITV, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 ITV may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

14. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

16. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 16 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

17. ENTIRE AGREEMENT

The Contract shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. The Supplier acknowledges that it has not relied on any statement, representation, warranty or undertaking made to any person other than as expressly set out in the Contract.

18. INJUNCTIVE RELIEF

The Supplier acknowledges that remedies at law may be inadequate to protect ITV against any breach of this Contract and without prejudice to any other rights and remedies otherwise available to ITV, ITV may be granted injunctive relief without proof of actual damages. The Supplier shall not be entitled, and hereby waives, its right to injunctive relief in relation to the Contract.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.