

The Customer's attention is particularly drawn to Clause 14**1. Definitions**

yoko:10	means yoko:10 Ltd (company registration number: 537350) of The Workstation, 15 Paternoster Row, Sheffield, S1 2BX
Customer	the business or individual who buys or agrees to buy the Goods/and or Services from yoko:10.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by yoko:10.
Goods	the items which the Customer agrees to buy from yoko:10 as set out in the Order.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Force Majeure Event	has the meaning set out in clause 16.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.
Services	the services supplied by yoko:10 to the Customer as set out in the Order.
Yoko:10 Materials	has the meaning set out in clause 12.1.6.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between yoko:10 and the Customer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Customer to purchase Goods and/or Services from yoko:10 pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

- 2.4 These Conditions may not be varied except by the written agreement of yoko:10.
- 2.5 These Conditions represent the whole of the agreement between yoko:10 and the Customer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted on the order.

4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of yoko:10's invoice.
- 4.2 Yoko:10 reserves the right to charge interest on overdue invoices. This will accrue from the date when payment becomes due and will be calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by yoko:10.

5. Goods

- 5.1 The Goods are described in the Order.
- 5.2 Yoko:10 reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Warranties

- 6.1 Yoko:10 warrants that for a period of 14 days commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:
- 6.1.1 conform with their description;
 - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
 - 6.1.3 be fit for any purpose held out by yoko:10; and
 - 6.1.4 be carried out in accordance with the Supply of Goods and Services Act 1982.

7. Delivery of Goods

- 7.1 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by yoko:10 for delivery.
- 7.2 Yoko:10 undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 Yoko:10 shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Customer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 7.4 If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery

date has been agreed, when the Goods are ready for despatch, yoko:10 shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing.

8. Acceptance of the Goods

- 8.1 The Customer shall be deemed to have accepted the Goods 5 days after delivery to the Customer.
- 8.2 The Customer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to yoko:10 after discovering that some or all of the goods do not comply with the Warranty above, the Customer must return the Goods to yoko:10 at the Customer's cost and yoko:10 shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 8.3 Where the Customer has accepted, or has been deemed to have accepted, the Goods the Customer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Customer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with yoko:10 and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Customer shall hold the Goods as bailee for yoko:10 and shall store or mark them so that they can at all times be identified as the property of yoko:10.
- 9.4 Yoko:10 may at any time before title passes and without any liability to the Customer:
 - 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and
 - 9.4.2 for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
- 9.5 Yoko:10 may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

11. Supply of Services

- 11.1 Yoko:10 shall provide the Services to the Customer.
- 11.2 Yoko:10 shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 11.3 Yoko:10 shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and yoko:10 shall notify the Customer in any such event.

12. Customer's obligations

- 12.1 The Customer shall:
 - 12.1.1 Ensure that the terms of the Order are complete and accurate;
 - 12.1.2 Co-operate with yoko:10 in all matters relating to the Services;
 - 12.1.3 Provide yoko:10, its employees, agents, consultants and subcontractors, with access to the Customer's premises as reasonably required by yoko:10 to provide the Services;
 - 12.1.4 Provide yoko:10 with such information and materials as yoko:10 may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 12.1.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 12.1.6 keep and maintain all materials, equipment, documents and other property of yoko:10 (Yoko:10 Materials) at the Customer's premises in safe custody at its own risk, maintain yoko:10 Materials in good condition until returned to yoko:10, and not dispose of or use yoko:10 Materials other than in accordance with yoko:10's written instructions or authorisation.
- 12.2 If yoko:10's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 - 12.2.1 yoko:10 shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays yoko:10's performance of any of its obligations;
 - 12.2.2 yoko:10 shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from yoko:10's failure or delay to perform any of its obligations as set out in this clause 12.2; and
 - 12.2.3 The Customer shall reimburse yoko:10 on written demand for any costs or losses sustained or incurred by yoko:10 arising directly or indirectly from the Customer Default.

13. Intellectual Property Rights

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by yoko:10.
- 13.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on yoko:10 obtaining a written licence from the relevant licensor on such terms as will entitle yoko:10 to license such rights to the Customer.
- 13.3 All Yoko:10 Materials are the exclusive property of yoko:10.

14. Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1 Nothing in these Conditions shall limit or exclude yoko:10's liability for:
 - 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 14.1.2 fraud or fraudulent misrepresentation;
 - 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 14.1.5 defective products under the Consumer Protection Act 1987.
- 14.2 Subject to clause 14.1:
 - 14.2.1 Yoko:10 shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 14.2.2 yoko:10's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000.
- 14.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.4 This clause 14 shall survive termination of the Contract.

15. Termination

- 15.2 Without limiting its other rights or remedies, yoko:10 may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 15.2.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;
 - 15.2.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) 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;
 - 15.2.3 the Customer 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;
 - 15.2.4 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 Customer (being a company) other than for the sole

purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of that Customer;

- 15.2.5 The Customer (being an individual) is the subject of a bankruptcy petition or order;
 - 15.2.6 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [14] days;
 - 15.2.7 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 Customer (being a company);
 - 15.2.8 The holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 15.2.9 A person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - 15.2.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.2 to clause 15.2.9 (inclusive);
 - 15.2.11 The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 15.2.12 the Customer's financial position deteriorates to such an extent that in yoko:10's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 15.2.13 The Customer (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.
- 15.3 Without limiting its other rights or remedies, yoko:10 may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
 - 15.4 Without limiting its other rights or remedies, yoko:10 may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and yoko:10 if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.13, or yoko:10 reasonably believes that the Customer is about to become subject to any of them.
 - 15.5 On termination of the Contract for any reason:
 - 15.5.1 the Customer shall immediately pay to yoko:10 all of yoko:10's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, yoko:10 shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 15.5.2 The Customer shall return all of yoko:10 Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then yoko:10 may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

- 15.5.3 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 the Contract which existed at or before the date of termination or expiry; and
- 15.5.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. Force Majeure

- 16.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of yoko:10 including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of yoko:10 or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 16.2 Yoko:10 shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents yoko:10 from providing any of the Services and/or Goods for more than 12 weeks, yoko:10 shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

17. General

- 17.1 Notices.
 - 17.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, or by e-mail.
 - 17.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 17.2 Waiver. A waiver of any right under the Contract or law 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

- 17.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by yoko:10.
- 17.7 Governing law. This agreement 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 the law of England and Wales.
- 17.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).