

Supplier & Client Terms & Conditions

Updated:- May 2026

Notable Points

In this document, reference to 'The Company' means Genoa Black which consists of Genoa Black Ventures LLP

Genoa Black Ventures LLP trades as Genoa Black.

The primary activity of these companies is provision of professional services, specialising in business strategy, internationalisation, domestic expansion, and marketing strategy.

These terms and conditions relate to Genoa Black supplying advice, services, activities, and other products to companies. It also relates to companies supplying a product, goods or service/services to Genoa Black by way of a Purchase Order, including but not limited to:- graphic design, artwork, logo design, website build, website hosting, photography (still & video), copywriting, voiceover and narrative, or any and all other form of creative, artistic, digital service as well as non-creative services, PR, consultancy, legal, accountancy, tax & wealth management, etc, supplied to Genoa Black by an appointed supplier, be that freelance or through a limited company, partnership, PLC or any other company.

Unless expressly agreed in writing with Genoa Black, signed by a Duly Authorised Representative within Genoa Black (director or partner), these are the only terms and conditions which will bind both clients, suppliers and Genoa Black.

These terms and conditions shall become binding on both supplier and/or customers/clients of Genoa Black at the point an instruction is given by a client to Genoa Black by way of a verbal instruction, written instruction, brief or Purchase Order, or by Genoa Black instructing a Supplier to deliver goods or services to Genoa Black, by way of a Purchase Order only.

The terms and conditions contained within this document supersede all other Terms & Conditions including any recognised legal statute specifically regarding the ownership of intellectual property and passage of such intellectual ownership from the Supplier to Genoa Black.

Upon the issue of a Purchase Order by Genoa Black to the Supplier and the subsequent acceptance of that Purchase Order, the Supplier is unequivocally bound by these terms and conditions. Acceptance of a 'Purchase Order' by a Supplier is deemed to have been made by any of the following taking place:- the commencing of work, production of goods or services by the Supplier; the issuing of an invoice (in full or part) by the Supplier for payment of goods, work or services, or the passing of 5 working days from receipt of the Purchase Order.

Upon the issue of an instruction by a company (either existing or prospective new Client) Genoa Black shall deliver such work, as instructed, agreed for the fee and timescale stipulated by Genoa Black. Instructions by clients can take the form of email, verbal or in writing. Where no fee is agreed the client is bound by Genoa Black's standard rates.

Genoa Black means Genoa Black Ventures LLP and any other entity which from time to time is an 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 "Genoa Black Ventures LLP " and collectively being referred to as "Genoa Black" for the purposes of these Terms & Conditions (the "Terms"), as updated from time to time by Genoa Black Ventures LLP.

Any party, be that Genoa Black, Clients or Suppliers can raise issues, make changes or amend work instructed acting reasonably and within a reasonable time period such time period being:-

10 working days on receipt of work by Genoa Black to Clients,

20 working days on receipt of services or goods by Supplier to Genoa Black.

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Where a Client raises a concern or has any questions regarding any aspect of work delivered by Genoa Black, this must be done in a timeous manner, to not affect any ongoing work. Any Client concern must be raised within 10 working days upon receipt of such work. Any issue raised outside of 10 working days, then Genoa Black will have sole discretion to accept or reject any aspect of a Client's concern, be that failure to meet a brief, dissatisfaction of the work provided, concern over fee level or value of work provided. When a Client cancels a project at any point prior to the project being competed, then the Client cannot raise any grievance regarding value of work delivered or failure to meet the brief or brief objectives.

Client Terms & Conditions

1. DEFINITIONS In these Terms (unless context requires otherwise):

1.1 Genoa Black means Genoa Black Ventures LLP or any trading arm such as Genoa Strategy, G2B or other new division that could be added.

1.2 "Contract" shall mean an Order, Purchase Order, email instruction, or verbal instruction issued by a company to any employee within Genoa Black for the supply of advice, goods, services or work of any kind. Where no fee has been agreed then Genoa Black's standard rate card shall apply.

1.3 "Deliverables" shall mean all documents, products, research, strategies, professional advice, rough edits, raw footage, raw images, early artwork and materials developed by Genoa Black or any sub agent appointed by Genoa Black, contractor or employee of the Supplier as part of, or in relation to, the Services as detailed in the Purchase Order and in any form or media.

1.4 "Duly Authorised Representative" shall mean the relevant Employee, be that a Client Manager, Marketing Manager, Marketing Executive, Company Director, Partner or Company Owner within Genoa Black Ventures LLP

1.5 "Goods, Service, Advice" shall mean the provision of hard goods (marketing materials or such like), advice (Genoa Black's professional opinions or advice), services (marketing strategy or any professional services) , and Intellectual Property (or any part of them) as set out in the Purchase Order or instruction given by the Client to Genoa Black or an employee, partner, or director within Genoa Black.

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 instruction given by a client or prospective client including verbally, via email, or written via a Purchase Order or any other manner given by an employee of the Client or prospective Client to Genoa Black.

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

1.9 Client means any company that has engaged, or is looking to engage, the services of Genoa Black.

2. CONSTRUCTION OF CONTRACT

2.1 Where an order for work or advice has been given, be that via a Purchase Order, verbal instruction, written instruction including email issued by a company (Client or prospective Client) to Genoa Black, this will constitute a binding and enforceable contract between Genoa Black and the Client. These terms and conditions are automatically deemed incorporated into each and every instruction, 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 given, if this is not raised within a reasonable period, 20 working days from the delivery of the work by Genoa Black to the Client, then Genoa Black will have sole discretion to accept the client's concerns or amendments, or not. Any and all work including additional work instructed shall be at Genoa Black's standard rates, where no other fee agreement has been agreed. At the sole discretion of the client manager within Genoa Black or the MD of Genoa Black, Genoa Black reserves the right to invoice clients and their representatives for all conversations, changes, variations, stop notices or other such engagement with Genoa Black where this interaction takes up billable time by any member of Genoa Black.

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 you, the Client, purports to apply). Any attempt by you as Client (or on your behalf) to impose any other terms or conditions to the trading relationship with Genoa Black 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 company. No terms other than these Terms are or will be acceptable to Genoa Black, 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 prior to work commencing.

2.3 These Terms are automatically deemed accepted by you as the Client upon the earlier of:

(i) Genoa Black accepting the instruction be that verbally, written, email or accepting a Purchase Order issued by you, the Client, the term of such instruction shall not overwrite or supersede these Terms & Conditions Dated above, or as updated from time to time, and that you, the Client, has 5 working days to respond with any variation from issue of the instruction.

(ii) Genoa Black supplying Goods, Services, Advice.

(iii) Genoa Black commencing with the instruction for the provision of Goods, Services, Advice of any kind.

(iv) the issuing of an invoice (in full or part) by Genoa Black for payment of Goods, Services or work

(v) the passing of 5 working days from the issue of an instruction or agreement to commence work and that work commencing.

2.3.1 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 Ventures LLP companies.

2.3.2 There is no need for Genoa Black Ventures LLP or other such or new company to issue you with duplicate copies of these Terms when each contract is entered into and there is no obligation on Genoa Black Ventures LLP to do so. It is assumed for the purpose of these Terms & Conditions that clients have read, understood and accepted these terms.

2.3.3 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.

2.3.4 All Clients and parties that engage with Genoa Black are drawn to these Terms & Conditions which are provided on the Genoa Black website. Each Client or prospective Client must satisfy themselves as to the acceptability of the terms and conditions contained within this document and it shall be therefore understood by the Client that they bind themselves to these Terms & Conditions in the absence of any changes agreed by both parties within 10 working days upon the issue of any instruction or order for work.

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 issued. In the absence of agreed delivery dates then Genoa Black shall deliver in an appropriate timeframe.

3.2. All and Full Title, Ownership and Intellectual Property created in course of the delivery of the Services, Goods, advice or work and any Deliverables shall only pass to the Client when all invoices have been settled in full or by other mutual agreement and where no dispute has arisen or has not yet been settled.

3.3. All and Full Title, Ownership and Intellectual Property of early graphic design, rough cuts, raw footage, negative & positive images including digital images, early artwork, music shall constitute Deliverables and shall become the ownership of the client only if requested.

3.4. Risk in the Goods and any Deliverables shall pass to the Client upon delivery.

3.5. The Client may ask for two rounds of amends on any work delivered, acting reasonably. Any amends instructed by the Client beyond two rounds where no fee has been agreed between the Client and Genoa Black shall be carried out in line with Genoa Black's standard rate card. Where the Client instructs amends to be carried out urgently then Genoa Black shall charge a fee as they deem appropriate.

3.6. Any other or additional work requested by the Client where no fee has been agreed shall be carried out in line with Genoa Black's rate card.

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 instruction, follow up quotation, Purchase Order or other manner as issued by the relevant Genoa Black Duly Authorised individual.

4.2 The price specified, in the Order, instruction or otherwise determined as set out above or agreed in writing, is a fixed price and Genoa Black shall not be entitled to increase the price unless:- the Client prevents Genoa Black from delivering by failure to provide information, fails to meet with Genoa Black where required to deliver in line with the order/instruction given or makes changes or any deviation to the original instruction. Where no fee has been agreed between the Client and Genoa Black, Genoa Black's standard rates shall apply.

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 issued.

4.4 Where payment remains outstanding beyond 30 days, where a Client has raised a concern within a reasonable period, namely 10 working days of receipt of the work contained in the invoice, no interest shall be due by the Client to Genoa Black.

4.5 Where payment remains outstanding beyond 60 days, where a client has not raised a concern within a reasonable period, namely 10 working days of receipt of the work contained in the invoice, interest shall be due by the Client to Genoa Black. Interest shall be 8% above RBS base rate applicable at the time. A further charge of £100 per day (work week) shall be added to the invoice for each day beyond 90- days that the invoice remains unpaid. The client shall also be liable for any and all costs incurred by Genoa Black in the process to recover the fee due. The Client shall also be liable for any additional work of any nature delivered by Genoa Black during the engagement that had been delivered in good faith by Genoa Black, such work shall be invoiced in line with Genoa Black's rate card. Genoa Black will chase a client for payment a maximum of 4 times, via email or telephone. Beyond this if the invoice remains unpaid any further activity by Genoa Black to secure payment of an overdue invoice shall be treated as billable and shall be invoiced to the client at Genoa Black standard day rates.

4.6 Genoa Black shall retain title and all Intellectual Property for all work delivered to the client until all fees have been paid in full or a mutually agreed settlement has been reached.

5. INTELLECTUAL PROPERTY

5.1 In respect of any foreground or background Intellectual Property and all Goods, Services or work that that is developed by Genoa Black within the Purchase Order and as part of the Services ordered, including without limitation to graphic design, artwork, artwork files, ideas pertinent to the order, shall remain the property of Genoa Black until all invoices have been settled in full or other settlement reached to the sole satisfaction of Genoa Black.

5.2 No background Intellectual Property belonging to Genoa Black shall be transferred to the Client at any time.

5.3 All Genoa Black 'Materials' are the exclusive property of Genoa Black.

5.4 This clause shall survive termination of the Contract.

6. NOTICES

6.1 Any notification hereunder shall be in writing (including email) and where given by either party shall be ideally but not limited to first class registered or recorded delivery to each parties address given in the Order, shall be deemed to have been received by Genoa Black at the expiration of two days from posting in the case of inland and five days from posting in the case of overseas letters.

7. CANCELLATION, SUSPENSION, DELAYED PAYMENT AND TERMINATION

7.1 Except in the instance of retained fee agreements, the relevant Client or their Duly Authorised Representative may verbally or in writing (email included) to Genoa Black cancel or vary any Contract formed and/or suspend or postpone the work to be delivered. At that point the Client will be liable to reimburse Genoa Black for any and all work in progress or delivered but not yet invoiced, all costs and partial or full fees incurred and due to the point of alteration at the sole determination of Genoa Black. The Client will also be liable for any additional work instructed but not yet billed, including work instructed/asked for by the Client which may fall outside of the brief, but which Genoa Black has acted in good faith to deliver.

7.1.1 Upon cancellation or termination, the Client shall be liable to reimburse Genoa Black for any amendments to work that goes beyond two amendments. The rate/fee applicable, if not forming part of an agreed rate, shall be at Genoa Black standard rates.

7.1.2 Upon cancellation or termination, the Client shall be liable to reimburse Genoa Black for any expenses incurred to the date of cancellation.

7.1.3 Where the client is in a retained relationship and the basis of this 'retainer' being reduced fee rates in acknowledgement of a guaranteed working time period, if the client looks to break this retained agreement, then 3 months written notice must be given. All invoices paid for the preceding 6 months will be re-invoiced where invoices will adjust to reflect the gap between the agreed fee and the standard Genoa Black fee rates as if no 'retained relationship and reduced fee agreement ever occurred. The reason for this is that Genoa Black reduced its rate card for guaranteed work and allocates client time across weekly and monthly timeframes to allow the delivery of retained fee work. This blocks other clients from encroaching on this time. When a retained relationship is terminated Genoa Black may not be able to fill those time slots and thus loses future fee income. The following 3 month's notice period will be invoiced at Genoa Black's standard rates.

7.2 Without limiting its other rights or remedies, Genoa Black may terminate any and all Contracts with immediate effect by giving written notice to the Client if:

(a) the Client commits a material or persistent breach of a Contract and (if such a breach is remediable) fails to remedy that breach within [10] days of receipt of notice in writing of the breach;

(b) the Client 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 Client 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 Client (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client.

7.3 Where the Client instructs Genoa Black on any variation or new work within an ongoing instruction and in the absence of an agreed fee then the Client will be liable to pay Genoa

Black's full rates.

8. CONSEQUENCES OF TERMINATION

8.1 On termination of any Contract for any reason:

(a) Genoa Black shall immediately deliver to the client all Goods that have been paid for but not yet delivered, provided all invoices have been settled in full) and where Services are terminated, all Deliverables, whether or not then complete, and return all client materials;

(b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right for Genoa Black to claim damages in respect of any breach of any Contract by the client 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.

9 CONFIDENTIALITY

9.1 Genoa Black 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 Genoa Black by or on behalf of the Client or its agents and any other confidential information concerning the Client's company business or its prices or products which Genoa Black may obtain and Genoa Black 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 Genoa Black's obligations to the Client and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind Genoa Black. For the avoidance of doubt, this clause shall survive termination of the Contract.

10 GOVERNING LAW

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

11 OTHER RIGHTS, REMEDIES & DAMAGES

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

11.2 The Client will be required to pay to Genoa Black all costs and damages incurred, including the costs to redo the work, resupply the services and or reorder supply of goods from another party if the Client is in breach of this contract and this breach cannot be remedied to the satisfaction of Genoa Black.

11.3 The Client will be liable to repay to Genoa Black the cost of all damages incurred by Genoa Black without limitation and including the full costs of legal action including and solicitor's costs incurred by Genoa Black to enforce this contract if the client fails to deliver information or meet Genoa Black to allow Genoa Black to perform and deliver the order or instruction as expected by the Client.

Supplier Terms & Conditions

1. DEFINITIONS In these Terms (unless context requires otherwise):

1.1 "Contract" shall mean an Order or Purchase Order issued by Genoa Black (Genoa Black Ltd, Genoa Black Ventures LLP or Genoa Black) to a Supplier for the supply of goods, services or work.

1.2 "Deliverables" shall mean all documents, products, rough edits, raw footage, raw images, early artwork and materials developed by the Supplier or any sub agent appointed by the Supplier, contractor or employee of the Supplier as part of or in relation to the Services as detailed in the Purchase Order and 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 Ventures LLP & Genoa Black London LLP.

1.4 "Goods" shall mean the goods, services, and Intellectual Property (or any part of them) as set out in the Purchase Order.

1.5 "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 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 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.

1.9 Genoa Black means Genoa Black Ventures LLP or any trading arm such as Genoa Strategy, G2B or other new division that could be added.

2. CONSTRUCTION OF CONTRACT

2.1 Where a Purchase Order is issued by Genoa Black that Purchase Order referencing these Terms & Conditions will constitute a binding and enforceable contract between the Supplier and Genoa Black. These Terms & Conditions are automatically deemed incorporated into each and every Purchase Order & 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 Purchase 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 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 company. No terms other than these Terms are or will be acceptable to Genoa Black, 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 prior to work commencing.

2.3 These Terms are automatically deemed accepted by you as the Supplier upon the earlier of

- (i) the Supplier accepting a Purchase Order issued by Genoa Black such Purchase Order referring the supplier to these Terms & Conditions and that they are bound by them, thus assuming the Supplier has read this document (Terms & Conditions Dated Dec 2014, or as updated from time to time) and that the supplier has 5 working days to respond with any variation from issue of the Purchase Order.
- (ii) the Supplier supplying any Goods, Services
- (iii) the supplier commencing with the supply of Goods, Services or work for Genoa Black.
- (iv) the issuing of an invoice (in full or part) by the supplier for payment of goods, work or services
- (v) the passing of 5 working days from issue of the purchase order & prior to work commencing.

2.3.1 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 Ventures LLP company. There is no need for any 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 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 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.

3.1.1 Where a supplier delivers the goods, services or work late, Genoa Black has the option to accept the goods but the full fee due to the supplier may at the sole discretion of Genoa Black be adjusted downwards to reflect loss or damage suffered by Genoa Black or its Client.

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 Company's premises or Client address and all packing and transport costs shall be for the account of the Supplier.

3.3. All & Full Title, Ownership & Intellectual Property created in course of the delivery of the Services, Goods or work and any Deliverables shall pass to Genoa Black when the supplier accepts the Purchase order or begins work, whichever first occurs.

3.3.1 All and Full Title, Ownership & Intellectual Property of early graphic design, rough cuts, raw footage, negative & positive images including digital images, early artwork, music shall constitute Deliverables and shall become the ownership of Genoa Black if requested.

3.4. Risk in the Goods and any Deliverables shall pass to Genoa Black 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 Genoa Black.

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 Purchase Order issued by the relevant Genoa Black Duly Authorised.

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 providing it includes the relevant purchase order number.

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 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 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 and/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 subcontractors which it uses to provide the Services shall be suitably skilled and experienced 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 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 Ventures LLP premises;

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

(h) it shall not do or omit to do anything which may cause Genoa Black 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 may rely or act on the Services.

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

5.3 If the results of such inspection or testing cause the relevant Genoa Black 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 Duly Authorised Representative to the Supplier, the relevant Genoa Black 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 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 Ventures LLP Duly Authorised Representative shall be entitled to withdraw from the order at no cost to 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 indemnified at all times and in full against all Losses awarded against or incurred or paid by Genoa Black as a result of or in connection with:

(a) any claim made against Genoa Black 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 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 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 Materials supplied by, or on behalf of, Genoa Black, are and shall remain the property of Genoa Black, 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 Genoa Black company the cost to Genoa Black of repairing or at Genoa Black's option, replacing them.

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

7.3 The Supplier shall not be entitled to any Intellectual Property on any work done under the Contract or otherwise.

7.4 The relevant Genoa Black 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 Ventures LLP company is entitled.

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

7.6 This clause 7 shall survive termination of the Contract.

8. INTELLECTUAL PROPERTY

8.1 In respect of any & all goods, services or work that that is stipulated by Genoa Black within the Purchase Order & as part of the Services ordered, including without limitation to graphic design, artwork, artwork files, ideas pertinent to the order, including if required by Genoa Black all and any rough edits, raw forage, raw images, early artwork, negative & positive photography images, music and materials developed by the Supplier or any sub agent appointed by the supplier, contractor or employee of the supplier as part of or in relation to the Services as detailed in the purchase order & in any form or media, the Supplier warrants, represents and undertakes that full clear and unencumbered title to all such items will be owned by Genoa Black upon acceptance of the Purchase Order by the Supplier and at the date of delivery of such items to Genoa Black, it transfers without delay full unrestricted rights of ownership and intellectual property to Genoa Black.

8.2 The Supplier hereby assigns to Genoa Black, with full title guarantee and free from all third-party rights, all intellectual property rights in the products and production of the Services, Goods or work, including, but not limited to all: artwork, artwork files, ideas pertinent, raw footage, negative and positive photographs 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 and English Law.

8.4 The Supplier shall, promptly at the relevant Genoa Black's request, do (or procure to be done) all such further acts and things and execute all such other documentation as Genoa Black may from time to time require for the purpose of securing for Genoa Black Duly Authorised Representative the full benefit of any Contract, including all right, title and interest in and to the intellectual property rights assigned to Genoa Black in accordance with clause 8.2.

8.5 All Genoa Black Materials are the exclusive property of Genoa Black.

8.6 This clause 8 shall survive termination of the Contract.

9. NOTICES

9.1 Any notification hereunder shall be in writing (including email) and where given by Genoa Black shall be ideally 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, DELAYED PAYMENT AND TERMINATION

10.1 The relevant Genoa Black 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 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, Genoa Black 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 encumbrance 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 company 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 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 Without limiting its other rights or remedies, the relevant Genoa Black company may delay or phase payment of any and all Supplier 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 encumbrance 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.

(k) there is an event be that;- but not limited to force majeure, terrorist, act of god, economic recession, economic depression, plague, tempest or other such; that so drastically affects the company and or the economy and/or the companies clients, to such a degree that may cause economic hardship to the company and any of its clients. In such instances the company shall have the remedy and right to delay payment until such time as the board of the company, at their sole discretion, consider the event to have passed, or phase pay at a reduced percentage the amount owed over a period of weeks or months at the sole discretion of the board of the Company.

10.5 In any of the circumstances in these Terms in which the relevant Genoa Black Ventures LLP company may terminate a Contract, where both Goods and Services are supplied, the relevant Genoa Black 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 Genoa Black 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 Materials. If the Supplier fails to do so, then Genoa Black 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, Genoa Black 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 Genoa Black 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 Genoa Black 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 Genoa Black 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, Genoa Black 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 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 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 company may have available to it at law, in equity or otherwise.

13 CONFIDENTIALITY

13.1 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 or its agents and any other confidential information concerning Genoa Black 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 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

14.1 The Supplier and 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

15.1 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

16.1 The failure or neglect of The Company 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 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 the Company's right to take subsequent action.

17 SEVERANCE

17.1 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

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

19 OTHER RIGHTS, REMEDIES & DAMAGES

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

19.2 The Supplier will be required to pay to Genoa Black all costs & damages incurred, including the costs to redo the work, re supply the services and or reorder supply of goods from another party, if the Supplier is in breach of this contract and this breach cannot be remedied to the satisfaction of Genoa Black.

19.3 The Supplier will be liable to repay to Genoa Black the cost of all damages incurred by Genoa Black and its client without limitation & including all and any costs of legal action incurred by Genoa Black to enforce this contract if the Supplier fails to deliver the Goods or Deliverables and/or perform the Services by the applicable date(s) specified in the relevant Purchase Order or the Supplier breached the terms of this contract in any way.