

## **Terms and Conditions to Suppliers**

This document should be read in conjunction with the Purchase Order.

### **Interpretation**

1. This Agreement and its appendices comprise the entire Agreement between MAMMALcreate Limited and the Supplier concerning the Services and prevail to the exclusion of all other terms and conditions and supersede any prior agreements or understandings (oral or written) in connection with the Services other than any confidentiality agreements or as expressly referred to herein.
2. This Agreement is governed by English law.

### **The Services**

3. The Supplier will provide the Services in accordance with the brief provided, or the terms stated in the Purchase Order ("the Brief").
4. The Supplier will deliver the Services to meet the dates set out in the Brief.

### **Service Changes and Phases**

5. MAMMALcreate Limited may at any time instruct the Supplier in writing to alter the Services as set out in the Brief, subject to consent and to agreement of:-
  - 5.1 fees, charges and costs for such alterations;
  - 5.2 any resulting changes to the delivery date.

### **Fee**

6. The total fee ("the Fee") is payable by MAMMALcreate Limited to the Supplier as consideration for the provision of the Services.

### **Terms**

7. MAMMALcreate Limited agree to pay the Supplier the fee in full (plus VAT as applicable) and without deductions for the Services. For illustrations, MAMMALcreate Limited agree to pay a lower, rejection fee if the work is terminated after initial pencils. This fee is stated in the purchase order.
8. If MAMMALcreate Limited decide to change or terminate the Services to be provided under this Agreement for any reason, MAMMALcreate Limited agree, without prejudice to other rights and remedies under this Agreement or otherwise, to be liable for all costs that MAMMALcreate Limited have incurred under this agreement up to the date of such change or termination.

## **IPR, Credits, Third Parties**

9. The Supplier undertakes to assign their entire copyright in the products of the Services to MAMMALcreate Limited for the full period of such rights upon receipt by the Supplier of the Fee (and any sums due under this Agreement) in full. Such assignment will be in such form as MAMMALcreate Limited may reasonably require and MAMMALcreate Limited may approve (which approval will not be unreasonably withheld)
10. The Supplier will indemnify MAMMALcreate Limited from all claims of any description made by any person alleging that the provision of the Services or any part thereof infringes or is likely to infringe any intellectual property right (including any moral right) save if and to the extent that any of such claims arise as a result of any act or omission by MAMMALcreate Limited.
11. The Supplier will not use all or part or any excerpts (including stills) of material produced for the Services for marketing or publicity purposes, except where written permission is given by MAMMALcreate Limited.

## **Termination**

12. The Supplier or MAMMALcreate Limited may, by notice in writing, to the other party, terminate this Agreement with immediate effect if:
  - 12.1 The other party commits or causes to be committed any breach of its obligations under this Agreement and either the breach (being capable of remedy) is not remedied within 7 days of receipt of a written notice specifying the breach and requiring its remedy, or the breach is not capable of remedy, or the breach is a material breach or a breach of a material term;
  - 12.2 The other party commits an act of insolvency, is unable to pay its debts as or when they fall due, or makes any composition or arrangement with its creditors, or goes into liquidation or any order is made or resolution is passed for its winding up (except for the purpose of a solvent amalgamation or reconstruction), or it ceases or prepares to cease trading, or suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of its assets.
13. Termination of this Agreement will be without prejudice to any rights accruing or already accrued at the date of termination.

## **Miscellaneous**

14. MAMMALcreate Limited and the Supplier will indemnify the other from any claims of personal injury arising from the other party's alleged negligence or other default.
15. Save as may be required by compulsion of law, or as may be in the public domain, or is known to a party independently of the other otherwise than as a result of

unauthorised disclosure by a third party, neither MAMMALcreate Limited nor the Supplier will disclose or use the other's commercial information, technical processes or know-how, marketing or pricing strategies or other confidential information without prior written agreement. Notwithstanding the foregoing, either MAMMALcreate Limited or the Supplier may disclose confidential information to our employees, professional advisors, agents and sub-contractors solely on a need-to-know basis connected with this Agreement.

16. Neither MAMMALcreate Limited nor the Supplier shall be liable to the other for any delay, non-performance or other default whatsoever caused by any reason beyond that party's reasonable control (including but not limited to Acts of God, inclement weather or weather conditions inconsistent with the shooting requirements of any script, acts of any governmental authority, civil commotion, military interventions, strikes or industrial action).
17. Nothing in this Agreement, either expressly or impliedly, confers any rights enforceable under the *Contracts (Rights of Third Parties) Act 1999* on any third party.
18. The Supplier will act in good faith towards MAMMALcreate Limited at all times and will neither bring MAMMALcreate Limited into disrepute, nor without MAMMALcreate's prior consent make any reference to MAMMALcreate Limited in any advertising, promotional, or published material, nor speak in public about MAMMALcreate Limited or MAMMALcreate Limited's affairs.
19. Nothing in this Agreement will be deemed to constitute either party as the agent of the other, or create a partnership or joint venture between the two, and the Supplier will have no power to bind MAMMALcreate Limited, or to contract in MAMMALcreate Limited's name, or create a liability against MAMMALcreate Limited in any matter whatsoever other than as set out in this Agreement.
20. Any amendment or variation to this Agreement will only be made by prior written agreement.
21. The unenforceability of any single provision of this Agreement will not affect any other provision thereof.
22. This Agreement is subject to the jurisdiction of English courts, but without prejudice to the enforcement of any order or award thereof in any other jurisdiction.
23. If the Terms and Conditions are altered by MAMMALcreate Limited, and a clause is not found to be legally enforceable under the jurisdiction of English courts, this does not negate any other clause found in the Terms and Conditions.

**Acceptance of the fee implies acceptance of the Terms and Conditions.**