

**PINEWOOD MILL – STANDARD TERMS AND CONDITIONS**

**1. Definitions**

In the context of these Terms the following words and expressions shall have the following meanings:

“**Agreement**” means Pinewood’s Quotation and these Terms which shall be deemed incorporated in all contracts and agreements for the supply of Goods to the Client. Where the Client uses or the Quotation includes the use of Pinewood equipment by the Client the Pinewood Mill Equipment Terms of Use available at: <https://www.pinewoodgroup.com/legal> shall be deemed incorporated into the Agreement.

“**Business Day**” means any day (other than a Saturday or Sunday) on which clearing banks are ordinarily open for business in the City of London.

“**Client**” means the party (including any successors, personal representatives and permitted assignees) using Equipment under the Agreement.

“**Client Materials**” means any material including but not limited to artwork, drawings, plans, and/or other media delivered to Pinewood by the Client relating to the performance of the Services and/or released by Pinewood for delivery of the Goods pursuant to the completion of an Order.

“**Data Protection Laws**” means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 2018 and the “**GDPR**” being the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws implementing them, in each case as may be replaced, extended or amended from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” and “**Processor**” have the meanings given under the GDPR.

“**Goods**” means the goods and any related services (including any instalment of or any parts for them) which Pinewood is to supply in accordance with these Terms;

“**Order**” means the agreed order for Goods as set out in the Quotation and as accepted by way of the Client’s Purchase Order.

“**Pinewood**” means Pinewood Shepperton Facilities Limited, a company incorporated in England and Wales and whose registered office is at Pinewood Studios, Pinewood Road, Iver, Buckinghamshire SL0 0NH.

“**Purchase Order**” means the acceptance by the Client of a Quotation.

“**Quotation**” means Pinewood’s quotation in respect of the Goods.

“**Staff**” means any directors, officers, employees, agents, contractors, sub-contractors, suppliers, consultants and professional advisers of a party.

“**Studios**” means Pinewood Studios, SL0 0NH, Shepperton Studios TW17 0QD and/or Pinewood Studio Wales, CF3 2GH as relevant.

“**Terms**” means these terms and conditions.

**2. Orders and Goods**

2.1 Pinewood shall sell and the Client shall purchase the Goods in accordance with the Agreement.

2.2 If Pinewood commences performance of the services at the Client’s instance Pinewood will consider that by the Client’s conduct the Client has accepted these Terms. Pinewood’s Staff or agents are not authorised to make any representations concerning the Goods unless confirmed by Pinewood in writing. The Client acknowledges that it does not rely on any such representations which are not so confirmed.

2.3 Any advice or recommendation given by Pinewood, its Staff or agents to the Client, including as to the storage, application or use of the Goods, which is not confirmed in writing by Pinewood is followed or acted on entirely at the Client’s own risk and Pinewood shall not be liable for any such advice or recommendation which is not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Pinewood shall be subject to correction without any liability on the part of Pinewood.

2.4 The Client agrees that the provision of the Goods shall be governed by these Terms and not by any other terms and conditions contained

or referred to elsewhere. Unless agreed otherwise by Pinewood in writing, if Pinewood provides any Goods (and/or commences related services) at the Client’s request, Pinewood will consider that by the Client’s conduct the Client has accepted the Terms. Any different, conflicting or additional terms in any other document, including the Purchase Order, are objected to and deemed rejected unless expressly approved by an officer of Pinewood in writing.

**3. Orders and Specifications**

3.1 No order submitted by the Client shall be deemed to be accepted by Pinewood unless and until confirmed in writing by Pinewood’s authorised representative.

3.2 The Client shall be responsible to Pinewood for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving Pinewood any necessary information relating to the Goods within a sufficient time to enable Pinewood to perform the Agreement in accordance with its terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in Pinewood’s Written quotation (if accepted by the Client) or the Client’s written order (if accepted by Pinewood).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Pinewood in accordance with a specification submitted by the Client, the Client shall indemnify Pinewood against all loss, damages, costs and expenses awarded against or incurred by Pinewood in connection with, or paid or agreed to be paid by Pinewood in settlement of, any claim for infringement of any intellectual property rights of any other person which results from Pinewood’s use of the Client’s specification.

3.5 Pinewood reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory requirements or, where the Goods are to be supplied to Pinewood’s specification, which do not materially affect their quality or performance.

**4. Price of the Goods**

4.1 The price of the Goods shall be Pinewood’s quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Pinewood’s invoice. All prices quoted are valid for the period stated in the Quotation or if not stated therein for 30 days only or until earlier acceptance by the Client.

4.2 Unless otherwise stated, Quotations are exclusive of VAT and exclude consumables, craft services, transport (including any charges for parking and/or delivery of any materials).

4.3 If a Client is responsible for errors and/or omissions in an Order and/or has provided unsuitable instructions or specifications, quoted charges may be subject to modification.

4.4 Except as otherwise stated in the Quotation or in any price list of Pinewood, and unless otherwise agreed in writing between the Client and Pinewood, all prices are given by Pinewood on an ex works basis, and where Pinewood agrees to deliver the Goods otherwise than at Pinewood’s premises, the Client shall be liable to pay Pinewood’s charges for transport, packaging and insurance.

4.5 The cost of pallets and returnable containers will be charged to the Client in addition to the price of the Goods, but full credit will be given to the Client provided they are returned undamaged to Pinewood before the due payment date.

**5. Payment**

5.1 Unless otherwise agreed between the parties, all fees and other charges due from the Client to Pinewood under the Agreement shall be invoiced on behalf of Pinewood by Pinewood-Shepperton Studios Limited (trading as Pinewood Studios Group) and paid by the Client within 28 days of issue. The Client shall pay all such fees and charges to The Pinewood Studios Group accordingly.

5.2 Pinewood is entitled to charge interest on all overdue invoices at a rate of 4% (four percent) above the base rate of the Bank of England from time to time. The Client shall reimburse Pinewood for any costs, including but not limited to legal costs, incurred in the recovery of overdue payments.

**6. Delivery**

- 6.1 Delivery of the Goods shall be made by the Client collecting the Goods upon Pinewood notifying the Client the Goods are ready for collection or Pinewood delivering the Goods to a place agreed by Pinewood. The Client may be required to sign a delivery note in respect of the Goods whereby by signature the Client (i) accepts delivery; (ii) agrees and acknowledges that risk or damage to or loss of the Goods passes to Client; and (iii) agrees and acknowledges that the Goods conform to the quantity, quality and description and specification as set out in Quotation as accepted by the Client, subject to clause 8 of these Terms.
- 6.2 Dates quoted for delivery are approximate only and Pinewood shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless expressly agreed by Pinewood in writing. The Goods may be delivered by Pinewood in advance of the quoted delivery date on giving reasonable notice to the Client.
- 6.3 If Pinewood fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Pinewood's reasonable control or the Client's fault, and Pinewood is accordingly liable to the Client, Pinewood's liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.4 If the Client fails to take delivery of the Goods or fails to give Pinewood adequate delivery instructions at the time stated for delivery (otherwise than because of any cause beyond the Client's reasonable control or because of Pinewood's fault) then, without limiting any other right or remedy available to Pinewood, Pinewood may: (i) store the Goods until actual delivery and charge the Client for the reasonable costs (including insurance) of storage; or (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Client for the excess over the price or charge the Client for any shortfall below the price charged to the Client.

## 7. Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Client:
- 7.1.1 in the case of Goods to be delivered at Pinewood's premises, at the time when Pinewood notifies the Client that the Goods are available for collection;
- 7.1.2 in the case of Goods to be delivered otherwise than at Pinewood's premises, at the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when Pinewood has tendered delivery of the Goods; or
- 7.1.3 upon signature of a delivery note by the Client.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Client until Pinewood has received in cash or cleared funds payment in full of the price of the Goods.
- 7.3 Until the property in the Goods passes to the Client, the Client shall hold the Goods as Pinewood's fiduciary agent and bailee, and shall keep the Goods separate from those of the Client and third parties and properly stored, protected and insured and identified as Pinewood's property.
- 7.4 Until the property in the Goods passes to the Client, Pinewood may at any time require the Client to deliver up the Goods to Pinewood and, if the Client fails to do so forthwith, enter on any premises of the Client or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Pinewood.

## 8. Warranties & Liability

- 8.1 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 as amended from time to time), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Client are not affected by these Terms.
- 8.3 A claim by the Client which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Client) be notified to Pinewood within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Client does not notify Pinewood accordingly, the Client shall not be entitled to reject the Goods and Pinewood shall have no liability for such defect or failure, and the Client shall be bound

to pay the price as if the Goods had been delivered in accordance with the Agreement.

- 8.4 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to Pinewood in accordance with these Terms, Pinewood may replace the Goods (or the part in question) free of charge or, at Pinewood's sole discretion, refund to the Client the price of the Goods (or a proportionate part of the price), in which case Pinewood shall have no further liability to the Client.
- 8.5 Except in respect of death or personal injury caused by Pinewood's negligence, or liability for defective products under the Consumer Protection Act 1987, Pinewood shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Pinewood, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Agreement or at all) or their use or resale by the Client, and the entire liability of Pinewood under or in connection with the Agreement shall not exceed the price of the Goods, except as expressly provided in these Terms.
- 8.6 Pinewood shall not be liable to the Client or be deemed to be in breach of the Agreement because of any delay in performing, or any failure to perform, any of Pinewood's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Pinewood's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond Pinewood's reasonable control: Act of God, explosion, fire or accident; war or threat of war, sabotage, civil disturbance or requisition; measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes; industrial actions or trade disputes (whether involving employees of Pinewood or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; and/or power failure or breakdown in machinery.

## 9. Cancellation & Termination

- 9.1 In the event of the cancellation by the Client after acceptance of Pinewood's Written quotation (if accepted by the Client) or the Client's Written order (if accepted by Pinewood), the Client shall pay any and all costs and expenses incurred by Pinewood in connection with the Agreement and/or cancellation (the '**Expenses**'). Expenses shall be payable within seven (7) days of the date of cancellation by the Client, without prejudice to any other rights or remedies which Pinewood may have. Both Pinewood and the Client acknowledge that the Expenses represent a genuine pre-estimate of the loss likely to be suffered by Pinewood as a result of such cancellation.
- 9.2 Pinewood may terminate the Agreement on giving Written notice to the Client in the event of:
- 9.2.1 the Client defaulting in payment of any sums due to Pinewood;
- 9.2.2 the Client making a voluntary arrangement with its creditors or (being an individual or firm) becoming bankrupt or (being a company) becoming subject to an administration order or going into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- 9.2.3 an encumbrancer taking possession, or a receiver being appointed, of any of the property or assets of the Client; or
- 9.2.4 the Client ceases, or threatens to cease, to carry on business; or Pinewood reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
- 9.3 If this clause 9 applies then, without limiting any other right or remedy available to Pinewood, Pinewood may cancel the Agreement or suspend any further deliveries under the Agreement and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 10. Rights

Pinewood acknowledges and agrees that all rights, title and interest of every kind and nature in and to Goods and the Client Materials is the Client's sole and exclusive property, and the Client has the sole right to use (or not to use) all or any part of it in its sole discretion. For the avoidance of doubt, the Client shall own all of the intellectual property rights in and the Goods and Client Materials in all media whether now known or hereafter devised, throughout the universe including, but not limited to, all technical and master material and copies in any format.

## 11. Force Majeure

- 11.1 Pinewood shall not be liable to the Client for any delay in performing or for any failure to perform its obligations under the Agreement if and to the extent that such delay and/or failure results from any event or circumstance beyond Pinewood's reasonable control (a "**Force Majeure Event**").
- 11.2 If Pinewood shall be affected by a Force Majeure Event such that it cannot perform the Services or any part thereof it shall notify the Client as soon as reasonably practicable of the nature and extent of its inability to perform and if the Force Majeure Event in question prevails for a continuous period in excess of 14 (fourteen) days either party shall be entitled to give notice to the other to terminate the Agreement but without prejudice to the rights and remedies of either party in respect of any antecedent breach.

## 12. Anti-Slavery and Human Trafficking

It is the policy of each of the parties to comply with the anti-slavery and human trafficking laws of the United Kingdom (including without limitation, the Modern Slavery Act 2015, as amended from time to time) and any other applicable anti-slavery laws and legislation anywhere in the world which, inter alia, prohibit slavery, servitude and forced or compulsory labour and human trafficking (including an offence committed by aiding, abetting, counselling or procuring the same).

## 13. Bribery and Corruption

The Client shall comply fully with the anti-corruption laws of the United Kingdom (including without limitation, the Bribery Act 2010, as amended from time to time ("**Bribery Act**")), the United States (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time, ("**FCPA**")), and any other applicable anti-corruption laws and legislation anywhere in the world.

## 14. Data Protection

Each party hereby warrants and agrees it shall comply with all Data Protection Laws. For the purposes of the Agreement the Client is the Controller of the Client's Personal Data and Pinewood is the Controller of Pinewood's Personal Data respectively. Neither party shall transfer of the other party's Personal Data to any country outside the EEA without the prior approval of the other party unless either it (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); or (b) ensures that (i) the transfer is to a country approved as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations in Article 49 GDPR applies. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws, and any material breach of the Data Protection Laws by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect. Copies of Pinewood's Data Protection and Privacy policies are available at [www.pinewoodgroup.com](http://www.pinewoodgroup.com). The provisions of this clause 14 shall survive termination or expiry of the Agreement.

## 15. Confidentiality

- 15.1 The Client shall treat all information concerning the business of Pinewood acquired by it during the course of doing business with Pinewood as confidential except to the extent that the information (i) is now or shall hereafter have entered into the public domain otherwise than as a consequence of an unauthorised disclosure by the Client or any third party; (ii) is rightfully and without restriction on disclosure or use known to the Client prior to the date of disclosure by Pinewood to the Client or required by the law to be disclosed; or (iii) is required to be disclosed by law and in such event the Client shall inform Pinewood prior to such disclosure so far as possible within the law.
- 15.2 Pinewood shall use its reasonable endeavours to keep the Client Materials confidential but shall not otherwise owe the Client any duty of confidentiality in relation to the same.

## 16 General

- 16.1 None of the rights or obligations of the Client under the Agreement may be assigned or transferred in whole or in part without the prior written consent of Pinewood.
- 16.2 Pinewood shall be entitled to sub-contract or otherwise delegate any of its obligations under the Agreement.
- 16.3 Pinewood shall be entitled to transfer its rights and its obligations under the Agreement via novation to any one or more parties within the Pinewood group of companies and the Client hereby consents to any such novation as may be notified to it by Pinewood.
- 16.4 Any notice, consent, request, demand, approval or other communication to be given under or in connection with the Agreement (each a "Notice") must be in English, in writing and signed by or on behalf of the party giving it. Any Notice shall be sent to the party in question at their registered office or where the party has no registered office to its principal place of business. Subject to the envelope being properly addressed and pre-paid, any Notice sent by pre-paid first-class post shall be sufficiently served and deemed to have arrived on the second Business Day following the date of posting and any Notices sent by pre-paid international airmail shall be deemed to have arrived on the fifth Business Day following the day of posting.
- 16.5 The invalidity or unenforceability for any reason of any part of these Terms shall not prejudice or affect the validity or enforceability of the remainder of the Terms.
- 16.6 No failure or delay by any party in exercising any remedy, right, power or privilege under or in relation to the Agreement shall operate as a waiver of the same and no single or partial exercise of any remedy, right, power or privilege by any party under or in relation to the Agreement shall preclude any other or further exercise thereof or the exercise of any other such remedy, right, power or privilege.
- 16.7 These Terms are subject to the laws of England and all disputes arising out of or in connection with any agreement between Pinewood and the Client shall be subject to the exclusive jurisdiction of the English courts.
- 16.8 Unless a right of enforcement is expressly provided herein, it is not intended that a third party should have the right to enforce a provision of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended or replaced from time to time). The parties may by agreement rescind or vary the Agreement without the consent of a third party to whom the right of enforcement of any of the provisions of the Agreement has been expressly provided.
- 16.9 Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture or the relationship of employer and employee between the parties nor appoint either party as the agent of the other party for any purpose