

Terms and Conditions

Terms of Sale for CARTE BLANCHE GREETINGS LIMITED (company number 02265225) AND IS IT ART LIMITED (company number 0311198) whose registered office is at Unit 3, Chichester Business Park, Tangmere, Chichester, West Sussex PO20 2FT (both referred to as "Carte Blanche")

1. Carte Blanche is the creator and owner of various Carte Blanche greeting cards and retail products and distributor of other publisher's greetings cards (the "Products"), which can be purchased from Carte Blanche for onward sale to third parties, through a purchase order process subject to these terms and conditions of sale (the "Terms"). These Terms (as may be updated from time to time upon notice to you) apply to all orders and sales for Products placed by you (the "Reseller") to the exclusion of all other terms and conditions (including any of your terms and conditions under any purchase order, confirmation of order or any other document). These Terms supersede any specific product terms that might apply to your order and, in the event of any inconsistency with any other terms that might apply including any terms issued by the Reseller, these Terms shall prevail. These Terms replace any other earlier terms and conditions and may only be changed by us in writing.
2. Terms of Sale
 - 2.1. Carte Blanche agrees to sell its Products to the Reseller subject to these Terms.
 - 2.2. Nothing shall prevent Carte Blanche from supplying the Products to other clients either directly or via other resellers or agents. All rights not specifically and expressly granted to the Reseller under these Terms are reserved to Carte Blanche.
 - 2.3. Carte Blanche, hereby grants to the Reseller a personal, non-transferable, non-exclusive right to sell, market and support the Products (including the intellectual property rights therein) and to use any documentation related to the Products only to the extent strictly necessary for the Reseller to perform its obligations under these Terms and for no other purpose whatsoever.
 - 2.4. The Reseller shall offer to purchase the Products from Carte Blanche by issuing a purchase order which shall be subject to acceptance by Carte Blanche.
 - 2.5. There shall be no obligation upon Carte Blanche to accept any purchase order.
3. Intellectual Property Rights
 - 3.1. Carte Blanche is the owner or lawful licensee of all intellectual property rights in the Products and any supporting documentation (the "IP Rights").
 - 3.2. Nothing in these Terms nor any licence for the resale of the Products shall be construed to convey or transfer any ownership or proprietary interest in the IP Rights in the Products, to the Reseller or any third party.
 - 3.3. The Reseller shall not adapt, vary or modify the Products, any Carte Blanche trade marks or branding or create derivative works and shall not make copies of the Products for any purpose without Carte Blanche's prior written consent.
 - 3.4. The Reseller undertakes throughout the duration of the agreement governed by these Terms:
 - 3.4.1. where the Reseller is an internet based business to work closely with Carte Blanche in order to materially comply with the Carte Blanche brand guidelines, which are Carte Blanche's rules and guidelines for the use of the Carte Blanche brand and its trade marks (the "Brand Guidelines"), which may be updated or amended from time to time and is available from the Carte Blanche website www.cartebianchegreetings.com/toolkit;
 - 3.4.2. to notify Carte Blanche of any actual, threatened or suspected infringement of Carte Blanche's IP Rights;
 - 3.4.3. to affix such notices to the Products or their packaging or advertising as Carte Blanche may reasonably require;
 - 3.4.4. to compensate Carte Blanche for any use by the Reseller of Carte Blanche's intellectual property rights otherwise than in accordance with these Terms;
 - 3.4.5. not to tamper with any markings or name plates or other indication of the source of origin of the Products that may be placed by Carte Blanche on the Products;

- 3.4.6. to use the trade marks and any Carte Blanche branding (in compliance with all relevant laws and regulations) and solely in accordance with the Brand Guidelines whenever any Product is referred to by the Reseller;
 - 3.4.7. not to use any name or mark similar to or capable of being confused with Carte Blanche's trade marks or branding, nor modify any of the trade marks or branding in any way, nor use the trade marks or any derivation of them otherwise than is permitted by these Terms; and
 - 3.4.8. to acknowledge that any goodwill or reputation for the Products or any supporting documentation generated by the Reseller's obligations under these Terms will belong to Carte Blanche and, upon termination of the agreement governed by these Terms for whatever reason, the Reseller shall have no right in, and shall not be entitled to claim recompense or compensation for such enhanced goodwill or reputation.
 - 3.5. All sales, marketing and support of the Products shall be strictly in accordance with the Brand Guidelines. Carte Blanche reserves the right to inspect the same.
4. Carte Blanche's Obligations and Rights
 - 4.1. Carte Blanche shall provide and promptly update information about the Products and provide the Reseller with all necessary sales and marketing materials relating to the Products.
 - 4.2. Carte Blanche shall be entitled for any reason to reject any order, tender or request for the Products submitted by the Reseller.
5. Reseller's Obligations
 - 5.1. The Reseller shall promote and market the Products (at its own cost).
 - 5.2. The Reseller shall not:
 - 5.2.1. hold itself out, or permit any person to hold it out, as being authorised to bind Carte Blanche in any way nor do any act which might reasonably create the impression that it is so authorised;
 - 5.2.2. not to pledge the credit of Carte Blanche in any way; and
 - 5.2.3. not to engage in any conduct that, in the opinion of Carte Blanche, is prejudicial to Carte Blanche's business or the marketing of the Products generally.
 - 5.2.4. The Reseller shall indemnify and keep indemnified Carte Blanche from and against any and all losses, fees and costs incurred by Carte Blanche resulting from any breach of these Terms.
6. Warranty
 - 6.1. Carte Blanche warrants that the Products shall comply in all material respects with their description and published specification, current at the time of delivery.
 - 6.2. Carte Blanche does not warrant that the Products will meet any particular requirements. All other warranties are excluded to the fullest extent permitted by law. In the absence of fraud, no oral or written information or advice given by Carte Blanche or its agents or licensees shall create a warranty or give rise to any other liability other than is given in these Terms.
7. Warranty Remedies
 - 7.1. In respect of the Products, the Reseller agrees that its sole remedy in respect of any non-compliance with any warranty in these Terms is that Carte Blanche will accept return of the faulty Product and refund the price paid.
 - 7.2. The Reseller must promptly notify Carte Blanche of any non-conformance to the above warranties and, in any event, any defect must be reported to Carte Blanche within 14 days of the date of delivery in order to benefit from the remedies stated above.
8. Limitation of Liability
 - 8.1. Nothing in these Terms shall limit or exclude Carte Blanche's liability for:
 - a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

- d) defective products under the Consumer Protection Act 1987; or
 - e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 8.2. Subject to Clause 8.1:
- a) Carte Blanche shall under no circumstances whatever be liable to the Reseller, 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 these Terms;
 - b) Carte Blanche's total liability to the Reseller in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the price paid to Carte Blanche under these Terms for the Products that are subject to the Reseller's claim.

9. Orders and Deliveries

- 9.1. The Reseller will deliver to Carte Blanche a purchase order for the purchase of Products.
- 9.2. Carte Blanche will consider such purchase order and, if it is able to meet its requirements, it will notify the Reseller of its acceptance of the purchase order and the delivery date and shall use reasonable endeavours to deliver the Product to the Reseller at the delivery address set out in the purchase order by such date.
- 9.3. While Carte Blanche shall use reasonable commercial efforts to meet delivery and supply times, the Reseller's only remedy for unreasonable delay in supplying Products will be the right to terminate the agreement governed by these Terms after service of notice of breach.
- 9.4. Carte Blanche shall be under no obligation to accept any purchase orders and may refuse purchase orders at any time.

10. Price

- 10.1. The Reseller shall pay the price for the Products as provided by Carte Blanche from to time.
- 10.2. Carte Blanche reserves the right to alter any prices or specifications at any time without notice, and all Products are sold subject to the prices applicable at the time of delivery, except where Carte Blanche has accepted a purchase order and agreed fixed prices with the Reseller prior to Carte Blanche's price increase notice becoming effective.
- 10.3. Unless agreed otherwise with the Reseller, the price quoted and charged shall include the cost of delivery in England, to the Reseller's premises except that a fixed charge of £6.50 shall apply to all orders having a VAT exclusive value of less than £100.00.
- 10.4. Prices exclude VAT, which will be charged at the prevailing rate.
- 10.5. The Reseller shall be liable for any other agreed fees, any national, European Union, value added, sales, excise, state, local or other taxes or customs duties applicable.
- 10.6. Payment is due within 30 days of the date of invoice.
- 10.7. Without prejudice to any other right or remedy if the Reseller fails to pay Carte Blanche on the due date, Carte Blanche reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Reseller shall notify Carte Blanche in writing within 10 days of receipt of an invoice that the invoice is in dispute.

11. Paper Product Sale or Return

- 11.1. The Reseller shall be entitled to return any unsold Paper Products (comprising greeting cards) (the "Paper Products") to Carte Blanche and subject to strict compliance with the terms of this Clause 10, Carte Blanche will issue the Reseller with a credit note in respect of the returned Paper Products. In this clause 11:
- 11.2. "Return" shall mean the Reseller's request for a credit note under this clause 11; "Seasonal Paper Products" shall mean Paper Products relating to seasonal events (Valentines Day, Easter, Mothering Sunday, Father's Day and Christmas) and "Non-Seasonal Paper Products" shall be construed accordingly.
- 11.3. If the Reseller chooses to make a Return:
 - 11.3.1. The Reseller shall contact the Carte Blanche contact centre;
 - 11.3.2. In the event that the number of Paper Product single items returned is:

- a) more than 100, Carte Blanche will send to the Reseller a label and / or labels specific to the Return. The Reseller shall box the relevant Paper Products, attach the label/s provided and notify the Carte Blanche contact centre that the Return is ready for collection. Carte Blanche will then arrange a courier to collect the relevant Paper Products, (at no cost to the Reseller), and shall within 14 days of the return of the Paper Products, check that the Return is correct. If the Return is correct Carte Blanche shall issue the Reseller's account with a credit in accordance with 11.3.7 below;
 - b) 100 or lower the Reseller shall destroy the Paper Products and confirm to the Carte Blanche contact centre in writing that this has been done. On confirmation Carte Blanche shall issue the Reseller's account with a credit
- 11.3.3. Title to all Paper Products returned to Carte Blanche or the subject of a returns letter (including those subject to clause 11.3.2(b)) will transfer to Carte Blanche upon the Reseller requesting a Return. Carte Blanche will destroy all Paper Products returned to it irrespective of whether a credit becomes payable.
 - 11.3.4. Seasonal Products shall be returned no later than 60 days following the end of the relevant season, as set by Carte Blanche;
 - 11.3.5. Non-Seasonal Paper Products may be returned at any time within 12 months of the date of Carte Blanche's invoice in respect of those Products;
 - 11.3.6. Carte Blanche shall check all returned Paper Products against the labels and any discrepancies shall be resolved with the Reseller prior to a credit being made. If Carte Blanche reasonably believes that a Return incorrectly states the amount of Paper Products to be returned it shall not be obliged to issue a credit;
 - 11.3.7. Subject to the Reseller's compliance with the above, Carte Blanche will credit the Reseller's account with the original price paid by the Reseller for the returned Paper Products within 14 days of receipt of the relevant Paper Products being returned in accordance with 11.3.2(a) above. Carte Blanche shall not in any circumstances be obliged to pay any money or make any refund to the Reseller in respect of Returns.
 - 11.3.8. On return of the goods a 20% handling charge will be applied to the total credit due to the Reseller. This will be deducted against the credit when it is raised.
- 11.4. Subject to the absolute discretion of Carte Blanche, Products which are not Paper Products may not be returned under this clause 11.
 - 11.5. Nothing in this clause 11 affects the operation of clause 6 in respect of warranty remedies.

12. Force Majeure

Carte Blanche shall have no liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond its reasonable control.

13. Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

14. Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of these Terms shall either be or be deemed to be a waiver, or in any way prejudice any right of that party under these Terms. No right, power or remedy in these Terms conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

15. Retention of Title

- 15.1. The risk in the Products shall pass to the Reseller on completion of delivery.
- 15.2. Title to the Products shall not pass to the Reseller until Carte Blanche has received payment in full (in cash or cleared funds) for:
 - a) the Products; and
 - b) any other products that Carte Blanche has supplied to the Reseller in respect of which payment has become due.

- 15.3. Until title to the Products has passed to the Reseller, the Reseller shall:
- a) hold the Products on a fiduciary basis as Carte Blanche's bailee;
 - b) store the Products separately from all other goods held by the Reseller so that they remain readily identifiable as Carte Blanche's property;
 - c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - e) notify Carte Blanche immediately if it becomes subject to any of the events listed in clause 15.5; and
 - f) give Carte Blanche such information relating to the Products as Carte Blanche may require from time to time,
 - g) but the Reseller may resell or use the Products in the ordinary course of its business.
- 15.4. If before title to the Products passes to the Reseller the Reseller becomes subject to any of the events listed in clause 15.5, or Carte Blanche reasonably believes that any such event is about to happen and notifies the Reseller accordingly, then, provided that the Products have not been resold, and without limiting any other right or remedy Carte Blanche may have, Carte Blanche may at any time require the Reseller to deliver up the Products and, if the Reseller fails to do so promptly, enter any premises of the Reseller or of any third party where the Products are stored in order to recover them.
- 15.5. For the purposes of clause 15.3(e), clause 15.4 and clause 15 of these Terms, the relevant events are as follows ("Relevant Events"):
- a) the Reseller 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;
 - b) the Reseller 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 other than (where the Customer is a company) where these events take place 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 the Customer;
 - c) being a company 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 Reseller, other than for the sole purpose of a scheme for a solvent amalgamation of the Reseller with one or more other companies or the solvent reconstruction of the Reseller;
 - d) being an individual the Reseller is the subject of a bankruptcy petition or order;
 - e) a creditor or encumbrances of the Reseller 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;
 - f) being a company 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 Reseller;
 - g) being a company a floating charge holder over the Reseller's assets has become entitled to appoint or has appointed an administrative receiver;
 - h) a person becomes entitled to appoint a receiver over the Reseller's assets or a receiver is appointed over the Reseller's assets;
 - i) any event occurs, or proceeding is taken, with respect to the Reseller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.5(a) to clause 15.5(h) inclusive;
 - j) the Reseller suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

- k) the Reseller's financial position deteriorates to such an extent that in Carte Blanche's opinion the Reseller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- l) being an individual the Reseller dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

16. Cancellation

If the Reseller becomes subject to any Relevant Event listed in 15.5 of these Terms, or Carte Blanche reasonably believes that the Reseller is about to become subject to any of them, then, without limiting any other right or remedy available to Carte Blanche, Carte Blanche may cancel or suspend all further orders and deliveries under the Terms or under any other contract between the Reseller and Carte Blanche without incurring any liability to the Reseller, and all outstanding sums shall become immediately due and clause 9.6 shall not apply.

17. Third Party Rights

The parties agree that Carte Blanche and any of its employees, sub-contractors and suppliers may in their own right enforce the provisions of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("the Act") which shall apply to these Terms. Without prejudice to any right or remedy apart from the Act, save as aforesaid, a person that is not a party to these Terms has no right under the Act to enforce any of the Terms contained herein.

18. Assignment and Subcontracting

- 18.1. Carte Blanche may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 18.2. The Reseller may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract without the prior written consent of Carte Blanche.

19. Notices

- 19.1. Any notice or other communication given to a party under or in connection with these Terms shall be in writing, addressed to that party at its registered office (if it is a company) or a 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, sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 19.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.1; if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if sent by fax, one business day after transmission.
- 19.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. Data Protection

"Data Protection Legislation" shall mean the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and from 25 May 2018 the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection regulation and any replacement legislation coming into effect from time to time;

"General Data Protection Regulation" ("GDPR") shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Personal Data" shall have the meaning given to that term in the Data Protection Legislation in force from time to time

20.1 Processing of Personal Data as part of trading activities

Both Carte Blanche and the Reseller (“The Parties”) acknowledge that as part of the trading activities between the two parties, Carte Blanche will handle and process Personal Data relating to the Reseller.

The Personal Data collected by Carte Blanche and the purposes for which it is processed in relation to the trading activities are set out below:

Personal Data

- First Name and Surname
- Date of Birth
- Address and postcode [business and home]
- Phone Number
- Signature
- E-mail address

Purposes

- Credit Reference Checks with reputable third party agencies
- Account verification
- Account maintenance including contact with the Reseller
- Despatch of goods
- Administration, support, improvement and development of Carte Blanche's business generally
- Debt collection in the event of non-payment and enforcement of Carte Blanche's legal rights
- Marketing of new Carte Blanche product ranges

The Reseller will be given an opportunity to tell Carte Blanche whether or not he wishes to receive direct marketing materials and communications from Carte Blanche at the time the Reseller submits or provides Personal Data to Carte Blanche.

Carte Blanche may also receive Personal Data about the Reseller from referees as notified by you as part of the client application process or from credit reference agencies.

The Reseller acknowledges that it is within the legitimate interests of Carte Blanche to obtain (whether from him or others), record and use Personal Data about the Reseller in connection with the trading relationship between the Parties (including sensitive / special categories of data). In relation to sensitive / special categories of Personal Data, the Reseller separately gives his explicit consent to Carte Blanche to record and use this data for the same purposes and/or as is necessary for Carte Blanche to establish, exercise or defend its legal rights and/or for reasons of substantial public interest.

Personal Data about the Reseller is retained for so long as may be reasonably required for the legitimate interests of Carte Blanche. Personal Data is as a minimum held for 7 years after the trading relationship between the Parties ends in order to meet legal and regulatory obligations, such as information retained for HMRC requirements.

The Reseller also acknowledges that it is within the legitimate interests of Carte Blanche to disclose that information to others with a legitimate reason to receive it (e.g. relevant trade or professional bodies, professional advisers of Carte Blanche, regulatory authorities, HMRC, suppliers of Carte Blanche, potential resellers of Carte Blanche or purchasers or potential purchasers of Carte Blanche's business, assets or shares) whether within or without the European Economic Area. Carte Blanche may also be required to disclose Personal Data about the Reseller by order of court or other competent regulatory bodies.

Where Carte Blanche transfers Personal Data to third parties to enable them to process it on Carte Blanche's behalf, it will ensure that the providers meet or exceed the relevant legal or regulatory requirements for transferring data to them and keeping it secure. Where Personal Data is transferred to a country or international organisation outside of the UK / EEA, it will also comply with the relevant legal rules governing such transfers.

The Reseller has certain rights in relation to his Personal Data, although those rights will not apply in all cases or to all Personal Data that Carte Blanche holds. For example, Carte Blanche may need to continue to hold and process Personal Data to establish, exercise or defend its legal rights. Alternatively, the rights may not be enforceable until the General Data Protection Regulation comes into force. The Reseller may have the right to request that Carte Blanche:

- Provides a copy of Personal Data that it holds
- Updates Personal Data where it is out-of-date or incorrect
- Deletes personal information that it holds
- Restricts the way in which Carte Blanche process Personal Data
- Considers any valid objections to its processing of the Reseller's Personal Data

Carte Blanche will respond to any request from the Reseller (including providing information on whether the rights apply in the particular circumstances) within the applicable statutory time period. Complaints may be made to the Information Commissioner's Office at www.ico.org.uk

21. Law and Jurisdiction

- 21.1. These Terms and all matters and disputes arising from them (including non-contractual claims and disputes) shall be governed by and construed in accordance with English law notwithstanding the conflict of law provisions and other mandatory legal provisions save that:
 - 21.1.1. Carte Blanche shall have the right to sue to recover its fees in any jurisdiction in which the Reseller is operating or has assets; and
 - 21.1.2. Carte Blanche shall have the right to sue for breach of the IP Rights and other proprietary information and trade secrets (whether in connection with these Terms or otherwise) in any country where it believes that infringement or a breach of these Terms relating to its IP Rights might be taking place.
- 21.2. The Reseller recognises that Carte Blanche's business relies upon the protection of its IP Rights and that in the event of a breach or threatened breach of the IP Rights, Carte Blanche will be caused irreparable damage and shall therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of the IP Rights.
- 21.3. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Version 6 May 2018

CARTE BLANCHE GREETINGS LIMITED / IS IT ART LIMITED