

# CECE

## TERMS OF BUSINESS

These terms govern the relationship between you as the customer ("you", "your", "Client") and CECE JEWELLERY LIMITED, a company incorporated and registered in England with the number 14236426 and with a registered office at 115c Milton Road, Cambridge, United Kingdom, CB4 1XE ("we", "us", "our", the "Company") for the design and production of jewellery unless otherwise varied or superseded by alternative terms or another agreement ("Terms").

By ticking the tick-box beside the hyperlink that brought you to these Terms, you agree to be bound by these Terms.

Together, the Client and the Company will be the "parties" and each a "party".

### 1. INTERPRETATION

Together with the definitions found elsewhere in these Terms, the following definitions in this clause apply.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Completed Jewellery:** the finished piece of jewellery that the Company makes.

**Confidential Information:** any information of a confidential nature concerning the business, assets, affairs, clients or service providers of the other party, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities.

**Design:** the design / sketches of the Jewellery, as further set out under clause 2.

**Fee for Design:** £350 (includes VAT, if applicable).

**Final Design:** the Final Design of the Jewellery.

**Force Majeure Event:** has the meaning given in clause 14.1.

**Jewellery:** the item of jewellery described by the Client to the Company.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade piece of jewellery , goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

**Making:** the making of the piece of jewellery in accordance with the designs, and as further set out under clause 4.

**Term:** the term of the Terms, as determined in accordance with clause 11.

**VAT:** value added tax chargeable in the UK.

### 2. DESIGN PROCESS

2.1 The Client shall pay the Company the Fee for Design within two Business Days of agreeing to these Terms. The Fee for Design is non-refundable.

2.2 The Company shall design the Jewellery for the Client in accordance with the description of the Jewellery provided by the Client to the Company.

2.3 The Company shall provide draft designs of the Jewellery. Upon the Client's feedback, the Company will create the Final Design of the Jewellery and send it to the Client.

2.4 The Client acknowledges that the Company's ability to provide the designs are dependent upon the full and timely cooperation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information the Client provides to the Company. Should the Client fail to comply with this clause, any date by which the Company stated it shall provide the Client with the Final Design shall be extended by the same time as the delay caused by the Client's failure to comply.

2.5 The Client recognises that the designs are subjective and that the Company shall have fulfilled its obligations to provide the services upon providing the Final Design, regardless of whether the Client is satisfied with it.

2.6 If the Client wants the Company to make any changes to the Final Design, it shall be at the Company's sole discretion as to whether it chooses to do so and/or charge an extra fee to the Client.

2.7 The Company may use third parties, including sub-contractors to create all or any part of the designs and/or Final Design.

2.8 The Company retains all Intellectual Property Rights in the designs it creates, including the Final Design. The Client shall have no right to use the designs, including the Final Design, or any part thereof for any purpose, including but not limited to making jewellery, or engage a third party to

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do so. The Client shall indemnify the Company for any loss it suffers, such as loss of earnings, as a result of the Client breaching this clause.

## 3. ENGAGEMENT FOR MAKING

*This clause 3 shall apply if the Client would like the Company to make jewellery based on its designs and/or the Final Design*

3.1 If the Client would like the Company to make a bespoke piece of jewellery based on the designs and/or Final Design, it shall request details and costs from the Company.

3.2 If the Company wishes to proceed with making the piece of jewellery, it will respond to the Client's enquiry with the fee, exclusive of VAT unless otherwise stated (the "Fee for Making"), the deadline for making and delivering the piece of jewellery (the "Handover Date") and any other specifications relating to the piece of jewellery, including but not limited to, the materials and the measurements, all of which will constitute an offer by the Company ("the Company's Offer").

3.3 The Client will have five Business Days to accept the Company's Offer from the date that the Company sends it ("Deadline to Accept"), after which the Company's Offer will automatically expire without notice. If the Client accepts the Company's Offer on or before the Deadline to Accept, the Company will proceed with making the jewellery. If the Client wishes to engage the Company for the making services on the same terms as set out under the Company's Offer after the Deadline to Accept has passed, it will be at the Company's sole discretion as to whether they extend the Deadline to Accept for the Client to accept the Company's Offer.

## 4. MAKING PROCESS

*This clause 4 shall apply if the Client accepts the Company's Offer on or before the Deadline to Accept (or as it may be extended), in accordance with clause 3.*

4.1 The Client acknowledges that the Company's ability to provide the Making process is dependent upon the full cooperation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information the Client provides to the Company.

4.2 To begin the Making, 50% of the Fee for Making must be paid by the Client in advance. The remaining 50% of the Fee for Making should be paid on or before the Handover date.

4.3 The Client acknowledges that the Company's ability to provide the Completed Jewellery is dependent upon the full and timely cooperation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information the Client provides to the Company. Should the Client fail to comply with this clause,

the Handover Date shall be extended by the same time as the delay caused by the Client's failure to comply. While the Company will attempt to deliver the Completed Jewellery by the Handover Date, time is not of the essence and the Company shall not be in breach of the agreement for failing to deliver the Completed Jewellery by the Handover Date.

4.4 The Client recognises that the Making process is subjective and that the Company shall have fulfilled its obligations to provide the making upon delivering the Completed Jewellery regardless of whether the Client is satisfied with it.

4.5 The Company may use third parties, including sub-contractors to make all or any part of the Completed Jewellery.

4.6 The Company shall make the Completed Jewellery in accordance with all generally accepted industry standards and practices.

4.7 If the Client wants the Company to make any changes to the Completed Jewellery, it shall be at the Company's sole discretion as to whether it chooses to do so and/or charge an extra fee to the Client.

## 5. DELIVERY

*This clause 5 shall apply if the Client accepts the Company's Offer on or before the Deadline to Accept (or as it may be extended), in accordance with clause 3.*

5.1 The Completed Jewellery will be deemed to be delivered and accepted by the Client and the services completed upon either:

- The Client collecting the Completed Jewellery from the Company's offices or as otherwise agreed by the parties; or
- It being posted by the Company to the Client's address as notified by the Client and agreed by the Company. The Company shall ensure that the Completed Jewellery is properly packed and secured in a manner to enable it to reach the destination in good condition. The Company will incur the cost of such postage but the Client shall incur any tax charges or other customs and costs incurred to deliver the Completed Jewellery to the Client.

5.2 Delays in the delivery of the Completed Jewellery shall not entitle the Client to:

- Refuse to take delivery of the Completed Jewellery;
- Claim damages; or
- Terminate this Terms, subject always to 12.1 and 14.4.

5.3 The Company shall have no liability for any failure or delay in delivering the Completed Jewellery to the extent that any failure or delay is caused by the Client's failure to comply with its obligations under this Terms.

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## 6. TITLE AND RISK

*This clause 6 shall apply if the Client accepts the Company's Offer on or before the Deadline to Accept (or as it may be extended), in accordance with clause 3.*

6.1 Risk in the Completed Jewellery shall pass to the Client on it being delivered.

6.2 Title to the Completed Jewellery shall not pass to the Client until the Company receives payment in full. Until title has passed to the Client, the Client shall not remove, deface or obscure any identifying mark or packaging on or relating to the Completed Jewellery and maintain it in satisfactory condition.

6.3 The Company shall not be liable for the Completed Jewellery failure to comply with any conditions of this Terms in any of the following events:

- (a) The Client makes any use of the Completed Jewellery;
- (b) A defect arises because the Client failed to follow the Company's oral or written instructions for the storage, use and maintenance of the Completed Jewellery or (if there are none) good trade practice regarding the same;
- (c) The defect arises as a result of the Company following any drawing, design or other instruction provided by the Client;
- (d) The Client alters or repairs the piece of jewellery without the written consent of the Company; or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

## 7. FURTHER PAYMENT TERMS

7.1 The Client is not entitled to a refund of the Fee for Design or the Fee for Making.

7.2 All payments payable to the Company under this Terms shall become due immediately on its termination or expiry. This clause 7.3 is without prejudice to any right to claim for interest under the law or under this Terms.

## 8. LIMITATION OF LIABILITY

8.1 Nothing in this Terms limits any liability which cannot legally be limited, including liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession; and breach of section 2 of the Consumer Protection Act 1987).

8.2 The Company shall not be liable for the Client's loss of profits, sales, business or contracts, anticipated savings, damage to goodwill and/or indirect or consequential loss.

8.3 Subject to clause 8.2, the Company's total liability to the Client shall not exceed 50% of the total amount paid by the Client to the Company by way of the Fee for Design and/or the Fee for Making.

8.4 Nothing in this 8 shall limit the Client's payment obligations under this Terms.

## 9. PUBLICITY

The Company may publicly share images of the designs, Final Design and/or the Completed Jewellery being made or finished, including, but not limited to, on its website, on the Company's social media and on other online platforms and in printed publications.

## 10. CONFIDENTIALITY

10.1 Each party undertakes that it shall not at any time during this Terms and for a period of two years after termination or expiry of this Terms disclose to any person any Confidential Information, except as permitted by 10.2.

10.2 Each party may disclose the other party's Confidential Information:

- (a) To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 10; and
- (b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 11. COMMENCEMENT AND TERM

This Terms shall have effect from the date it is agreed by you and shall continue, unless terminated earlier in accordance with 12, until the services and any payment obligations of the Client are complete ("Term").

## 12. TERMINATION AND OBLIGATIONS ON TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this Terms with immediate effect by giving written notice to the other party if:

- (a) The other party fails to pay any undisputed amount due under this Terms on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) The other party commits a material breach of any other term of this Terms and that breach is irremediable or (if that breach is remediable) fails to

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- remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) The other party repeatedly breaches any of the terms of this Terms in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Terms; or
- (d) The other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Terms is in jeopardy.
- 12.2 On termination or expiry of this Terms, the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and return all equipment, materials and property belonging to the Company.
- ## 13. SURVIVAL
- 13.1 On termination or expiry of this Terms the following clauses shall continue in force: clause 2.7 (Intellectual Property Rights), clause 8 (Limitation of liability), clause 10 (Confidentiality), clause 12.2 (Obligations on termination) and clause 15.11 (Governing law and jurisdiction).
- 13.2 Termination or expiry of this Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of the Terms that existed at or before the date of termination or expiry.
- ## 14. FORCE MAJEURE
- 14.1 A "Force Majeure Event" means any circumstance not in a party's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident and/or non-performance by the Company's subcontractors.
- 14.2 Provided it has complied with 14.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Terms by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The Affected Party shall:
- (a) As soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Terms; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks, the party not affected by the Force Majeure Event may terminate this Terms by giving one week's written notice to the Affected Party.
- ## 15. OTHER IMPORTANT TERMS
- 15.1 Assignment and other dealings. Neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Terms without the prior written consent of the other party.
- 15.2 Costs. Except as expressly provided in this Terms, each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Terms.
- 15.3 Severance. If any provision or part-provision of this Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Terms. If any provision or part-provision of this Terms is deemed deleted under clause 15.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.4 Further assurance. At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Terms.
- 15.5 Variation. No variation of this Terms shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 15.6 Waiver. A waiver of any right or remedy under this Terms or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Terms or by

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- law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **Notices.** Any notice given to a party under or in connection with this Terms shall be in writing and sent to the email addresses used between the parties up to the date of you agreeing to these Terms (or an address substituted in writing by the party to be served) and a notice shall be deemed to have been received at the time of transmission, or if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 15.8 **Entire Agreement.** This Terms constitutes the entire Terms between the parties and supersedes and extinguishes all previous and contemporaneous Terms, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Terms it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Terms.
- 15.9 **Third party rights.** This Terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Terms.
- 15.10 **Counterparts.** This Terms may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Terms. No counterpart shall be effective until each party has to the other at least one executed counterpart.
- 15.11 **Governing law and jurisdiction.** This Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Terms or its subject matter or formation.