

QVC CONDITIONS OF PURCHASE

Last updated 28 October 2021

1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings unless the context otherwise requires:

- “Applicable Laws”** all applicable statutes, laws, rules, regulations, orders, including without limitation European Community Directives and Regulations, British and Irish and European Community standards, Codes of Practice and bylaws, in force from time to time relating to this Contract or the Goods;
- “Business Days”** any day other than a Saturday, Sunday or bank or public holiday in England;
- “Code of Conduct”** the Qurate Retail Group Global Business Partner Code of Conduct as may be provided to the Seller and/or available at www.qvcuk.com and as updated from time to time;
- “Contract”** an agreement for the purchase of the Goods by QVC from the Seller which is made by way of the Seller accepting a Purchase Order in accordance with **Condition 2.2** and is comprised of (in the following order of precedence) any special terms agreed in writing by QVC and the Seller pursuant to **Condition 2.3**, the Purchase Order, the Return Product Agreement (if any), these Conditions (as may be amended by QVC from time to time), the relevant Vendor Manual and the Quality Assurance Requirements;
- “Goods”** any items which the Seller supplies to QVC (including any of them or any part of them) under any Contract;

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“Marks”	the trade and service marks, trade names, patents, designs and copyrights registered, owned, licensed or used by the Seller in connection with the Goods from time to time;
“Purchase Order”	QVC’s standard purchase order for the Goods to which these Conditions apply which may be issued, at QVC’s discretion, in electronic format and/or hard copy, or in such other format as may be agreed between the parties;
“QPlatforms Deduction”	a charge payable by Seller for contribution to continued investment and innovation of QVC platforms;
“Quality Assurance Requirements”	QVC’s quality assurance requirements relevant to the Goods which are the subject of this Contract, as may be provided to the Seller and/or available at www.qvcuk.com and as updated from time to time;
“QVC”	QVC UK, an unlimited company registered in England and Wales (company number 2807164) whose registered office is at Building 8, 566 Chiswick High Road, London W4 5XU;
“QVC Affiliate”	QVC Inc. or any subsidiary undertaking (as defined in sections 1159 and 1162 of the Companies Act 2006) of QVC Inc. or any other person controlled by, controlling or under the same control as, QVC Inc., either directly or indirectly, other than QVC;
“Return Product Agreement”	the agreement entitled as such between the Seller and QVC applying to Goods sold on a sale or return basis and to Goods returned by customers of QVC;

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“Seller”	the seller referred to in the Purchase Order;
“Specification”	in relation to any Goods, the technical specifications of those Goods, all preparatory, design and development materials which relate to the Goods, all information of any description whether in written, oral or electronic form which explains the structure, design, operation, functionality of the Goods and all information of any description whether in written, oral or electronic form which relates to the maintenance and/or support of the Goods;
“Vendor Chargebacks”	the vendor chargebacks payable by the Seller to QVC in accordance with the Vendor Manual;
“Vendor Manual”	QVC’s Vendor Manual relevant to the Goods which are the subject of this Contract, as may be provided to the Seller and/or available at www.qvcuk.com and as updated from time to time.

Any reference to “in writing” or “written” includes reference to any communication effected by (unless provided to the contrary) electronic mail or any comparable means.

2. CONTRACT FORMATION

- 2.1 Purchase Orders may be issued by QVC from time to time by e-mail or other method of electronic transmission (where in electronic format) and/or by post (where in hard copy) or by such other means as may be agreed between the parties. No Goods shall be ordered by QVC or supplied by the Supplier except pursuant to a Purchase Order.
- 2.2 By accepting a Purchase Order the Seller accepts that the supply of Goods in that Purchase Order shall be subject to the terms of a Contract. The Seller shall be deemed to have accepted any Purchase Order which it does not reject within 7 days of it being sent to the Seller.
- 2.3 No other terms will apply to any Contract including but not limited to any terms or conditions which the Seller purports to apply under any acknowledgement or confirmation of order, quotation, Specification, delivery note, invoice or similar

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document unless such terms are agreed in writing (but not by electronic mail) and signed by a director of QVC.

3. THE GOODS

3.1 The quantity and description of the Goods will be as set out in the Purchase Order and/or in any applicable Specification supplied or advised to QVC by the Seller and agreed by QVC.

3.2 The Seller acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract and QVC will be entitled to reject the Goods or terminate the Contract under **Condition 9.1.2** if the Goods are not in conformance with the Contract.

3.3 QVC may at any time make changes in writing relating to the Purchase Order, including changes in the drawings or Specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by QVC in writing before the Seller proceeds with such changes.

4. TIME FOR DELIVERY

4.1 The Seller shall at its sole expense adequately pack and protect the Goods against damage or deterioration of any nature or sort and deliver them carriage paid not earlier or later than the time(s) specified in the Purchase Order at the delivery point(s) specified therein or as QVC shall otherwise direct. Time of delivery shall be of the essence. For the avoidance of doubt, unless stated otherwise on the Purchase Order, the Seller shall be solely responsible for all freight, packing and insurance charges whatsoever in relation to the delivery of the Goods to such delivery point.

4.2 In the event of any actual or anticipated delay in delivery, the Seller will promptly inform QVC in writing by the fastest possible means of the Seller's earliest possible delivery date. If the Goods or any part thereof are not delivered (or QVC believes are not capable of delivery) as specified in the Purchase Order, QVC may exercise any of the remedies set out in **Condition 8.1**.

5. PREMATURE, PART OR EXCESS DELIVERY

5.1 Goods delivered to QVC prior to the delivery date(s) specified on the Purchase Order may at QVC's option be returned to the Seller at the Seller's expense and risk to be

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held to the order of QVC until delivery on the date(s) specified in the Purchase Order.

- 5.2 Unless otherwise specified in the Purchase Order, the Seller shall deliver the Goods in one shipment. If delivery is made of less than the quantity ordered, QVC may at its option reject or accept the entire shipment and impose the appropriate Vendor Chargeback. Any additional freight charges resulting from partial deliveries shall be borne by the Seller. Partial deliveries shall not extinguish the Seller's obligations or cause them to become severable. QVC is entitled to levy a Vendor Chargeback for each unauthorised partial delivery.
- 5.3 QVC assumes no obligation for Goods shipped in excess of the quantity specified in the Purchase Order. Shipments in excess of the quantity ordered may be returned to the Seller and the Seller shall pay or reimburse to QVC all expenses incurred in connection with such shipments.
- 5.4 All shipments shall be routed in accordance with QVC's instructions and all outer cartons for transport must contain a legible packing slip or invoice and must be packed and marked as instructed by the Vendor Manual. The Seller shall pay or reimburse to QVC all expenses incurred by QVC as a result of packing, marking or routing which is improper or is not in accordance with QVC's instructions together with the applicable Vendor Chargebacks.

6. GRANT OF RIGHTS TO SELL AND MARKET

- 6.1 The Seller hereby grants to QVC the irrevocable worldwide right by all means now known or hereafter existing to: (a) market and promote the sale of the Goods; and (b) play, perform, display, print, broadcast, demonstrate or otherwise use the Marks, Goods and any materials provided by the Seller to QVC in the marketing and promotion of the Goods.
- 6.2 Notwithstanding the grant of rights to QVC under **Condition 6.1**, nothing in these Conditions or any Contract shall oblige QVC to market, promote or sell the Goods or to broadcast or otherwise make any particular claim about the Goods.

7. WARRANTIES AND COVENANTS OF SELLER

- 7.1 In addition to and without prejudice to any and all other warranties, whether express, arising by operation of law or implied, the Seller represents, warrants and covenants to QVC that:

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- 7.1.1 the Seller possesses all licences, permits, rights, power, and consents required, necessary or desirable to enter into the Contract and to grant to QVC the rights granted by the Contract;
- 7.1.2 the Seller has obtained all consents, licences, releases and otherwise cleared all rights in any and all material provided by the Seller to QVC for the use of QVC in the marketing and promotion of the Goods and/or QVC;
- 7.1.3 the Seller has complied with all Applicable Laws relating to the Goods and to prices, advertising, allowances, discounts and other benefits offered by the Seller;
- 7.1.4 the Seller shall comply at all times with the Code of Conduct;
- 7.1.5 (a) the Seller and anyone acting on its behalf shall comply at all times with all laws administered by the Office of Foreign Assets Control or any other applicable economic sanctions and trade embargoes against designated countries, entities, and persons (“Embargoed Targets”) by a governmental authority (“Economic Sanctions Laws”); and (b) the Seller is not an Embargoed Target, or otherwise subject to any Economic Sanctions Laws, and shall not directly or indirectly export, re-export, transship, or otherwise deliver the Goods or any portion of the Goods to an Embargoed Target or broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Laws;
- 7.1.6 the Seller and anyone acting on its behalf shall at all times comply with all laws relating to anti-corruption or anti-bribery, including without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, and will not give, offer, agree or promise to give, or authorise the giving, directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favourable action or forbearance from action or the exercise of influence, or for any other improper advantage;
- 7.1.7 the Seller and anyone acting on its behalf shall at all times comply with all laws relating to the criminal offence of tax evasion or facilitation in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the UK Criminal Finances Act 2017;
- 7.1.8 the Seller’s performance of this Contract and all Goods including but not limited to the production, sale, packaging, labelling, safety, import and

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transport of the Goods and all representations and advertising by the Seller made in connection with the Goods shall at all times comply with all Applicable Laws;

- 7.1.9 where applicable, reasonable and representative tests as prescribed by Applicable Laws have been performed or will be performed before delivery of the Goods to QVC;
- 7.1.10 the Goods are of satisfactory quality, conform to all instructions, Specifications, drawings, data or samples, and are of the quality, grade and content as represented by the Seller or as otherwise provided in the Purchase Order and are fit for any purpose made known to the Seller by QVC;
- 7.1.11 the Goods are new and free from all defects (including without limitation latent defects in workmanship, material and design) and shall not have been reworked, rebuilt or refurbished;
- 7.1.12 all manufacturers' warranties are effective and enforceable by both QVC and its customer(s);
- 7.1.13 all Marks which are part of or appear in connection with the Goods are valid and genuine and the Goods (including without limitation all written, printed or other works constituting a part of or appearing on such Goods) and the promotion, sale, performance or other use of the Goods by QVC or its customers will not infringe any intellectual property rights of any third parties;
- 7.1.14 the Seller has the right and authority to grant the right under **Condition 6.1** to QVC and QVC's use of the Marks will not infringe the intellectual property rights of any third party;
- 7.1.15 neither the Goods nor any component part of them is subject to any duty, tariff, value added tax or penalty except as previously disclosed in writing by the Seller to QVC;
- 7.1.16 the Goods and similar goods are not and have not been subject to product liability claims or product recall notices;
- 7.1.17 the Seller shall maintain for the life of the Goods public liability insurance coverage on the Goods, including full products liability, infringement and advertising injury, for not less than £1,000,000 per Contract on standard

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terms and with an insurance company of repute acceptable to QVC and shall at the request of QVC promptly provide QVC with a certificate of insurance naming QVC as an additional insured.

8. REMEDIES AND INDEMNITY

8.1 Without prejudice to any other rights or remedies of QVC (whether express or implied), if the Seller breaches any terms of the Contract (including, without limitation, a failure or delay in delivery or a partial delivery) or QVC terminates the Contract in accordance with **Condition 9.1.2** then QVC may (but will not be obliged), whether or not the Goods have been accepted:

8.1.1 cancel any or all remaining instalments;

8.1.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

8.1.3 return the Goods to the Seller at the Seller's expense and risk and obtain a credit or refund pursuant to **Condition 11.4**;

8.1.4 recover from the Seller any additional expenditure reasonably incurred by QVC in obtaining the Goods or goods equivalent to the Goods in substitution from another supplier;

8.1.5 claim damages for any additional costs, loss or expenses incurred by QVC which are in any way attributable to the Seller's breach of the Contract or failure to deliver the Goods on the due date or at all;

8.1.6 for a period of 12 months from the date of purchase of the Goods by a customer of QVC in respect of Goods which do not conform with the provisions of **Condition 7.1**, oblige the Seller, at QVC's option, forthwith to issue a refund or to replace or repair such Goods free of charge and any replaced Goods will be guaranteed on the terms of this condition for the unexpired portion of the 12 month period; and/or

8.1.7 impose the applicable Vendor Chargeback.

8.2 Where not otherwise agreed in any Return Product Agreement or stated on the Purchase Order, QVC shall be entitled at its discretion to return to the Seller at the Seller's expense, and the Seller agrees to accept the return of, all Goods which are returned to QVC by QVC's customers under QVC's customer no fault returns policy.

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For avoidance of doubt, QVC's customer no fault returns policy is not incorporated into and does not apply to the Contract between QVC and the Seller and is not part of QVC's contractual commitment to the Seller.

8.3 The Seller hereby agrees to indemnify, keep indemnified and hold harmless QVC from and against any and all costs (including the cost of enforcement), expenses, liabilities, obligations, injuries, claims, damages, actions, demands, proceedings or legal costs (on a full indemnity basis), judgments and loss which QVC incurs or suffers as a consequence of a direct or indirect breach or alleged breach or negligent performance by the Seller or failure or delay in performance of the terms of the Contract.

8.4 Each right or remedy of QVC under any Contract is without prejudice to any other right or remedy of QVC under this or any other Contract.

9. TERMINATION

9.1 QVC may terminate the Contract in respect of all or part of the Goods hereunder with no liability or obligation to the Seller and without prejudice to any other right, remedy or relief available to QVC if:

9.1.1 QVC is notified that any Goods infringe or are alleged to infringe any intellectual property right; or

9.1.2 the Seller is in material breach of any of the terms of this Contract and, where the breach is capable of remedy, fails to remedy such breach within 30 days' service of a written notice from QVC, specifying the breach and requiring it to be remedied. Failure to deliver Goods on the due date in accordance with **Condition 4.1** is a material breach of the Contract which is not capable of remedy; or

9.1.3 the Seller is in breach of the Code of Conduct; or

9.1.4 the Seller becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed, has any distraint, execution or other process levied or enforced on any of its property; or ceases to trade or appears in the reasonable opinion of QVC likely or is threatening to cease to trade within 30 days; or

9.1.5 the Seller has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or

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9.1.6 the equivalent of any of **Conditions 9.1.4** to **9.1.5** above occurs to the Seller in another jurisdiction to which the Seller is subject.

9.2 The Seller may not terminate the Contract (defined as a single Purchase Order) but is not under any obligation to accept further Purchase Orders from QVC. QVC is entitled to cancel the Contract in whole or in part by giving written notice to the Seller at any time prior to delivery of the Goods in which event QVC's sole liability will be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

9.3 QVC may terminate the Contract in accordance with Conditions 9.1 and 9.2 by e-mail or other method of electronic transmission (where in electronic format) and/or by post (where in hard copy) or by such other means as may be agreed between the parties.

9.4 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Seller or QVC accrued prior to termination and the conditions which expressly or impliedly have effect after termination including without limitation **Conditions 7, 8, 9.3** and **16** to **25** inclusive will continue to be enforceable notwithstanding termination.

10. **PASSING OF PROPERTY AND RISK**

Property in the Goods shall pass from the Seller to QVC upon delivery of the Goods to QVC provided that receipt of delivery of the Goods by QVC shall be without prejudice to the rights of QVC set out in **Conditions 8, 11** and **12** or any other right(s) which may accrue to QVC under these Conditions or otherwise. Risk in the Goods shall not pass to QVC until QVC has accepted the Goods in accordance with **Condition 11**.

11. **ACCEPTANCE AND REJECTION OF GOODS**

11.1 QVC shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery. QVC will also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

11.2 The Seller acknowledges that QVC does not inspect each item upon receipt of Goods and therefore defects, imperfections or nonconformity with any representations,

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warranties or covenants set out in the Contract may not be discovered by QVC until Goods shall have been purchased by customers and returned to QVC after such customers examine their purchases. No inspection, test or discovery of any breach of condition or warranty, or failure to inspect, test or to discover and breach of condition or warranty shall constitute acceptance or waiver of any of QVC's rights or remedies whatsoever.

- 11.3 If QVC inspects or tests any Goods and Goods so inspected or tested fail such inspection or test, QVC may: (a) rework the Goods or test any or all of the remainder of the Goods in each case in accordance with the Operational Compliance Guide (including imposition of any applicable Vendor Chargebacks); or (b) reject the Goods. Notwithstanding any such inspection or testing, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract.
- 11.4 Any Goods rejected by QVC under the Contract are returned to the Seller at the Seller's expense and risk and QVC shall at its option receive either a credit or refund of all amounts paid by QVC for such Goods. If QVC shall elect to receive a refund, the Seller will pay QVC such sums within thirty (30) days of QVC's request. In the event that QVC shall opt to receive a credit, QVC may apply such a credit toward any amounts then due or which may become due to the Seller. Goods returned by QVC shall remain the property of QVC until receipt of payment of the refund or the Seller's credit note as elected by QVC. The Seller authorises QVC to return Goods without additional authorization, and the Seller agrees to accept such returns. Goods returned or rejected by QVC are not to be replaced by the Seller without the prior written approval of QVC. Further detail on QVC's procedure for rejected Goods is in the Vendor Manual.

12. SALE OR RETURN

- 12.1 QVC may return to Seller for credit or refund at QVC's option all Goods which QVC shall have not sold in accordance with:
- 12.1.1 any "sale or return" provisions indicated on the Purchase Order;
 - 12.1.2 the provisions of any Return Product Agreement;
 - 12.1.3 (if neither 12.1.1 nor 12.1.2 apply) **Condition 12.2.**
- 12.2 QVC shall have the right to return such unsold Goods subject to QVC paying the return carriage costs to the Seller's location in the UK or the costs of returning the

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Goods to the FOB Port stated on the Purchase Order; if no FOB port is stated on the Purchase Order QVC will return the unsold Goods to a UK mainland location notified to QVC by the Seller. QVC will not be liable for any related duty costs in returning Goods to the Seller.

- 12.3 Risk of damage to or loss of the returned Goods will pass to the Seller on delivery to the Seller or its agent.
- 12.4 Ownership of the returned Goods will not pass to the Seller until QVC has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 12.4.1 the returned Goods; and
 - 12.4.2 all other sums which are or which become due to QVC from the Seller on any account.
- 12.5 Until ownership of the returned Goods has passed to the Seller, the Seller must:
 - 12.5.1 hold the returned Goods on a fiduciary basis as QVC's bailee;
 - 12.5.2 store the returned Goods (at no cost to QVC) separately from all other goods of the Seller or any third party in such a way that they remain readily identifiable as QVC's property;
 - 12.5.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the returned Goods;
 - 12.5.4 maintain the returned Goods in satisfactory condition insured on QVC's behalf for their full price against all risks to the reasonable satisfaction of QVC, and will whenever requested by QVC produce a copy of the policy of insurance.
- 12.6 The Seller's right to possession of the returned Goods will terminate immediately if:
 - 12.6.1 the Seller has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution is

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passed or a petition presented to any Court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

12.6.2 the Seller suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Seller ceases to trade; or

12.6.3 the Seller encumbers or in any way charges any of the returned Goods.

12.7 QVC will be entitled to recover a credit or refund for the returned Goods notwithstanding that title in any of the returned Goods has not passed from QVC.

12.8 The Seller grants QVC, its agents and employees an irrevocable licence at any time to enter any premises where the returned Goods are or may be stored in order to inspect them, or, where the Seller's right to possession has terminated, to recover them.

13. NO ASSIGNMENT BY SELLER

Seller shall not assign or sub-let or otherwise deal, whether in whole or in part, with any rights, claims or obligations under this Contract.

14. PRICE

14.1 The price for the Goods will be the price stated in the Purchase Order and, unless otherwise stated in that Purchase Order, will be:

14.1.1 inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods to the delivery point specified in the Purchase Order and any duties, imposts, levies or taxes other than value added tax; and

14.1.2 fixed for the duration of the Contract (defined as a single Purchase Order).

14.2 No variation in the price or extra charges may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of QVC.

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15. TIME FOR PAYMENT

- 15.1 The Seller may invoice QVC for the Goods on or within 7 days of delivery. Each invoice must be a proper VAT invoice and quote the number of the Purchase Order and QVC's item number and be accompanied by complete and accurate documentation in relation to the Goods as specified in the Vendor Manual.
- 15.2 QVC shall pay Seller's invoice by the last Business Day of the month following the month in which the latest Relevant Date occurs. The "Relevant Dates" are: (a) the date on which all the Goods specified in the relevant Purchase Order have been delivered to the place specified by QVC in such Purchase Order, or if no place was specified in the Purchase Order then delivered to QVC's warehouse at Knowsley, UK; (b) the date of receipt of Seller's invoice in accordance with Condition 15.1; and (c) the delivery date specified in the Purchase Order.
- 15.3 If any sum under the Contract is not paid when due then, without prejudice to the parties other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over HSBC Bank plc base rate from time to time. The Seller is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.
- 15.4 Without prejudice to any other right or remedy, QVC will be entitled but not obliged at any time or times without notice to the Seller to set off any liability of the Seller to QVC against any liability of QVC to the Seller (in either case however arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency).
- 15.5 Payment of each Seller's invoice shall be subject to the QPlatforms Deduction by QVC, such charge equal to 0.75% of the price stated in the Purchase Order plus VAT for each unit of Goods shipped and received by QVC. QPlatforms Deductions shall be applied regardless of the subsequent disposition of the Goods, including, without limitation, any and all returns of such Goods to Seller for any reason, without credit or refund to Seller.

16. FURTHER ASSURANCE BY SELLER

The Seller shall at its cost and expense provide QVC with any and all documents requested or required by QVC from time to time to vest any rights granted hereunder in QVC and for the protection and enforcement of the same and/or to protect and support the representations, warranties and/or covenants contained in the Contract.

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17. CONFIDENTIALITY

17.1 Subject to Condition 17.2 below, each party undertakes to treat as confidential the terms of the Contract and all information that is marked confidential or which, by its nature or the circumstances of its disclosure, would reasonably be regarded as confidential, of whatever nature or sort relating in any manner to the business or affairs of the other party as may be communicated to it hereunder or to others in connection with the Contract and will not disclose such information to any entity (other than to its professional advisers) and will not use such information other than for the purposes of this Contract.

17.2 The provisions of Condition 17.1 above shall not apply to any information which is (a) in the public domain (other than by default by either party), (b) independently generated by either party, or (c) required to be disclosed by law or the valid order of a court of competent jurisdiction, in which events, the party required to disclose shall notify the other party as promptly as practicable (and if possible prior to making any disclosure) and shall use its reasonable endeavours to seek confidential treatment of such information.

18. LAW AND JURISDICTION

This Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties agree that any provisions of the Electronic Commerce (EC Directive) Regulations 2002 (the “Regulations”) that would otherwise apply to this Contract shall not apply to the extent that the Regulations allow the parties to exclude their application.

19. WAIVER

The waiver by QVC of any of its rights or remedies or any term in respect of any event of default shall not be deemed a waiver in respect of any prior or subsequent event of default.

20. SEVERABILITY OF PROVISIONS

In the event of any term of the Contract being adjudged or otherwise deemed to be void and/or unenforceable then it shall be severed and struck out of the Contract but all of the other provisions shall survive in full force and effect to the extent necessary to give effect to the intention of the parties.

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21. HEADINGS

The headings to these Conditions are for guidance only and shall not form part of the Contract.

22. ENTIRE AGREEMENT

The Contract and the Specification contain all the terms which QVC and the Seller have agreed in relation to the Goods. The Seller acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of QVC which is not set out in the Contract or Specification. Nothing in this **Condition 22** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently. Notwithstanding any other term of this Contract the terms of this Contract do not supersede or take precedence over any agreement between the Seller and a QVC Affiliate.

23. TIME FOR PERFORMANCE

23.1 Time for performance of all obligations of the Seller under the Contract is of the essence.

23.2 Time for performance of all obligations of QVC under the Contract is not and may not be made by notice of the essence.

24. RIGHTS OF THIRD PARTIES

24.1 QVC and the Seller do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1998 by any person not a party to it.

25. NOTICES

25.1 Any notice, demand or communication in connection with the Contract will be in writing and may be delivered by hand, first class post or Special Delivery post (but not by e-mail), addressed to the recipient at its registered office and will be marked for the attention of Legal Counsel unless otherwise advised in writing by either party. Notices will be deemed to be received on the earlier of: (a) 3 Business Days after being sent or (b) on proof of delivery.