

DROP SHIP TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

"Advanced Order"	Goods which the parties agree can be pre-ordered by Customers and dispatched by Vendor when available, as agreed between the parties
"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 the Contract or the Goods
"Business Day"	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 Vendor and/or available at https://qvc.scene7.com/is/content/QVC/qvc_uk/pdf/Code_of_conduct.pdf and as updated from time to time
"Contract"	an agreement for the purchase of goods by QVC from the Vendor on a drop ship basis which is made by way of the Vendor accepting a Scoping Order in accordance with Condition 2.3, and is comprised of (in the following order of precedence) the Scoping Order, these Conditions including the Fulfilment Terms (both as may be amended by QVC from time to time), the Data Processing Agreement and the Vendor Manual
"Customer"	a customer who orders Goods from QVC
"Data Processing Agreement"	the data processing obligations applicable to a Scoping Order as set out in the QVC UK Drop Ship New Vendor Form
"Fulfilment Terms"	any special fulfilment terms applicable to a Scoping Order as set out in the QVC UK Drop Ship New Vendor Form
"Goods"	any items (including any of them or any part of them) which the Vendor sells to QVC and delivers to a Customer on behalf of QVC under any Contract
"Inventory"	the actual number of Goods which Vendor makes available for sale by QVC on the Platform
"Marks"	the trade and service marks, trade names, patents, designs and copyrights registered, owned, licensed or used by the Vendor in connection with the Goods from time to time
"Multi-buy Delivery Reduction"	the reduced postage and packaging cost applicable when identical items are purchased by an individual Customer in a single order and delivered to the same address
"Platform"	the Platform Provider's software interface / platform via which QVC and Vendor can communicate electronically regarding Scoping Orders, Inventory and Customer orders
"Platform Provider"	the operator of the Platform
"QA Requirements"	QVC's quality assurance requirements relevant to the Goods which are the subject of this Contract, as provided to the Vendor or available at www.qvcuk.com and as updated from time to time by QVC
"QPlatforms Deduction"	a charge payable by Vendor for contribution to continued investment and innovation of QVC platforms
"QVC"	QVC UK, an unlimited company registered in England and Wales (company number 2807164) whose registered office is at Building 8, Chiswick Park, 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
"Reserved Stock"	Goods that are reserved for QVC via a Scoping Order that Vendor may not sell or offer to sell to third parties

DROP SHIP TERMS AND CONDITIONS

"Scoping Order"	QVC's drop ship scoping order for the Goods to which these Conditions apply which may be issued, at QVC's discretion, in electronic format, or in such other format as may be agreed between the parties
"Specification"	in relation to any Goods, the technical specifications of those Goods, all preparatory, design and development materials which relate to those Goods, all information of any description whether in written, oral or electronic form which explains the structure, design, operation, functionality of those Goods and all information of any description whether in written, oral or electronic form which relates to the maintenance and/or support of those Goods
"Valid From Date"	the date that Reserved Stock will be available on the Platform for QVC to promote for sale
"Valid To Date"	the last date that Reserved Stock will be available for QVC to promote for sale
"Vendor"	the vendor (Supplier) referred to in the Scoping Order
"Vendor Chargebacks"	the vendor chargebacks notified to the Vendor as in force at the date of the Contract and payable by the Vendor to QVC in accordance with the Vendor Manual
"Vendor Manual"	QVC's Drop Ship Vendor Manual as provided to the Vendor and as updated from time to time by QVC

- 1.2 The headings to these Conditions shall not affect their construction.
- 1.3 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 Scoping Orders may be issued by QVC from time to time in electronic format, or by such other means as may be agreed between the parties. No Goods shall be ordered by QVC or supplied by the Vendor except pursuant to a Scoping Order.
- 2.2 The Scoping Order shall specify (i) the number of Goods that are Reserved Stock and the Valid From Date and Valid To Date applicable to such Goods (identified by reference to a SKU number and description); (ii) whether Goods are for immediate dispatch or Advanced Order and (iii) the delivery charge (P&P) for the Goods to be delivered to Customers.
- 2.3 By accepting a Scoping Order the Vendor accepts that the sale of Goods to QVC and the delivery of those Goods to Customers on behalf of QVC under that Scoping Order shall be subject to the terms of a Contract.
- 2.4 The Vendor shall be deemed to have accepted any Scoping Order which it does not reject within 7 days of it being issued in accordance with Condition 2.1.
- 2.5 No other terms will apply to any Contract including but not limited to any terms or conditions which the Vendor purports to apply under any acknowledgement or confirmation of order, quotation, Specification, delivery note, invoice or similar document unless such terms are agreed in writing (but not by electronic mail) and signed by a director of QVC.
- 2.6 Vendor represents that it has accepted the Platform Provider's terms and conditions and will comply with them while there are any subsisting Scoping Orders.
- 2.7 QVC may reduce the Reserved Stock of a Scoping Order by written confirmation to the Vendor at any time.

3. THE GOODS AND INSPECTION

- 3.1 The Vendor shall supply samples of the Goods to QVC so that QVC may carry out a first piece inspection of such samples.
- 3.2 The Vendor shall manufacture or obtain the Goods and have available on the Platform the quantity of Reserved Stock specified in the Scoping Order by the Valid From Date specified in such Scoping Order.
- 3.3 The Vendor grants QVC, its servants and agents the right upon reasonable prior written notice to access the premises where the Goods are stored, to ensure the compliance of the Vendor and the Goods with the Contract.

DROP SHIP TERMS AND CONDITIONS

- 3.4 The Vendor 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 12.1.3 if the Goods are not in conformance with the Contract.
- 3.5 The Vendor shall store the Goods on behalf of QVC and in accordance with any storage conditions specified by QVC.

4. GRANT OF RIGHTS TO SELL AND MARKET

- 4.1 The Vendor hereby grants to QVC the irrevocable right, in UK and Republic of Ireland, by all means now known or hereafter existing to:
 - 4.1.1 use the Marks to market, promote the sale of and sell the Goods;
 - 4.1.2 use, perform, play, synchronise and/or demonstrate, as applicable, the Goods and any contents or part thereof; and
 - 4.1.3 perform, play, display, transmit, broadcast or otherwise use as necessary any and all materials provided by the Vendor to QVC for QVC's use in the marketing and promotion of the Goods and/or QVC.
- 4.2 Notwithstanding the grant of rights to QVC under Condition 4.1, 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.
- 4.3 The Vendor acknowledges that the Goods and related product information may be viewed, made available, marketed, or promoted on or via the internet and/or online platforms that are not geographically restricted to the UK and Republic of Ireland (including websites, tablet and mobile applications, as well as non-geographically targeted emails, SMS messaging and social media postings).

5. DELIVERY TO CUSTOMERS

- 5.1 QVC may at any time after the Valid From Date on a Scoping Order send to Vendor via the Platform confirmation that Goods have been purchased by a Customer, and an instruction for such Goods to be delivered to Customers by way of Drop Ship (a "Customer Order").
- 5.2 QVC is entitled to cancel a Customer Order at any time via the Platform. In this case, Vendor is required to stop the shipment without undue delay where possible.
- 5.3 Vendor shall download Customer Orders from the Platform at least once every Business Day, and unless this deviates from the terms of an agreed Scoping Order or exceeds the Inventory, shall arrange for the Goods, along with any applicable documentation to be delivered to the Customer (and, if applicable, installed) within the time specified by QVC in the Fulfilment Terms (or as otherwise agreed), and in compliance with the requirements of the Vendor Manual.
- 5.4 Vendor shall update the Platform with the progress of the Customer Order.
- 5.5 If the Goods or any part thereof are not delivered (or QVC believes are not capable of delivery or (if applicable) installation) according to the Contract, QVC may exercise any of the remedies set out in Condition 11.

6. PASSING OF PROPERTY AND RISK

Property in the Goods shall pass from the Vendor to QVC immediately prior to the purchase of such Goods by a Customer. Risk in the Goods shall pass from the Vendor to the Customer upon delivery of the Goods to the Customer pursuant to Condition 5.3. For the avoidance of doubt, QVC shall at no point hold the risk in the Goods.

7. PRICE

- 7.1 The price for the Goods will be the price stated in the Scoping Order and, unless otherwise stated in that Scoping Order, will be:
 - 7.1.1 inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and any duties, imposts, levies or taxes other than value added tax;
 - 7.1.2 separated out into (i) the unit cost of the Goods; and (ii) the delivery charge (P&P) attributable to sending the Goods to a Customer;
 - 7.1.3 subject to any Multi-Buy Delivery Reduction for delivery of the Goods to the Customer; and
 - 7.1.4 fixed for the duration of the Contract (defined as a single Scoping Order).

DROP SHIP TERMS AND CONDITIONS

- 7.2 No variation in the price or extra charges can 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.

8. TIME FOR PAYMENT AND INVOICING PROCEDURE

- 8.1 The Vendor agrees that at the end of each month, QVC shall raise a self-billing invoice for the price of all Goods confirmed as sold and shipped to Customers during such month plus value added tax (the date such invoice is raised being the tax point), in accordance with its self-billing procedure as notified to the Vendor from time to time. The Vendor agrees not to raise VAT invoices for Goods covered by the Contract and to promptly notify QVC if it ceases to be registered, transfers its business as a going concern or becomes registered under another VAT number.
- 8.2 At the end of each month, QVC shall issue a debit note for the total value of the Multi-buy Delivery Reduction and such debit note shall be set off against the next payment due (under the provisions of Condition 8.5).
- 8.3 QVC shall pay the Vendor by the last Business Day of the month following the month in which the invoice was raised in accordance with Condition 8.1.
- 8.4 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 Vendor is not entitled to suspend deliveries of the Goods to Customers as a result of any sums being outstanding.
- 8.5 Without prejudice to any other right or remedy, QVC will be entitled but not obliged at any time or times without notice to the Vendor to set off any liability of the Vendor to QVC against any liability of QVC to the Vendor (in either case however arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency).
- 8.6 Payment of each Vendor's invoice shall be subject to the QPlatforms Deduction by QVC, applied against the price of the Goods stated in the Scoping Order plus VAT for each unit of Goods shipped. QPlatforms Deductions shall be applied regardless of the subsequent disposition of the Goods, including, without limitation, any and all returns of such Goods to Vendor for any reason, without credit or refund to Vendor.

9. CUSTOMER RETURNS

- 9.1 Vendor acknowledges and accepts that Customers may return Goods: (1) pursuant to QVC's money back guarantee return policy; and (2) within 12 months for any item that develops a fault, in which case Vendor may be required to repair, replace or collect the relevant Goods at QVC's election.
- 9.2 Where a Customer notifies QVC of a return, these requests will be sent by QVC through the Platform for Vendor's attention.
- 9.2 Vendor shall initiate all Customer return requests within 2 Business Days of Vendor being notified of the return request (whether by Customer or by QVC through the Platform), and in line with the service levels and processes set out in the Vendor Manual.
- 9.3 Vendor shall (as set out in Condition 11.2) either credit or refund QVC the price invoiced to QVC in respect of Goods returned by Customers pursuant to this Condition 9.
- 9.4 If any Goods are returned directly to QVC by Customers, QVC shall return such Goods to the Vendor (at Vendor's cost).
- 9.5 The Vendor shall co-operate with QVC (at the Vendor's cost) in investigating the cause of any fault claimed in any Goods returned by Customers.

10. WARRANTIES AND COVENANTS OF VENDOR

- 10.1 In addition to and without prejudice to any and all other warranties, whether express, arising by operation of law or implied, the Vendor represents, warrants and covenants to QVC that:
- 10.1.1 the Vendor 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;
- 10.1.2 the Vendor has obtained all consents, licences, releases and otherwise cleared all rights in any and all material provided by the Vendor to QVC for the use of QVC in the marketing and promotion of the Goods and/or QVC;

DROP SHIP TERMS AND CONDITIONS

- 10.1.3 the Vendor has complied with all Applicable Laws relating to the Goods and to prices, advertising, allowances, discounts and other benefits offered by the Vendor;
- 10.1.4 the Vendor's performance of the Contract and all Goods including but not limited to the production, sale, packaging, labelling, safety, import and transport of the Goods and all representations and advertising by the Vendor made in connection with the Goods shall at all times comply with all Applicable Laws;
- 10.1.5 where applicable, reasonable and representative tests as prescribed by Applicable Laws have been performed or will be performed before delivery of the Goods to the Customer;
- 10.1.6 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 Vendor or its sub-contractors or as otherwise provided in the Scoping Order and are fit for any purpose made known to the Vendor by QVC;
- 10.1.7 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;
- 10.1.8 all manufacturers' warranties are effective and enforceable by both QVC and the Customer(s);
- 10.1.9 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 the Customers will not infringe any intellectual property rights of any third parties;
- 10.1.10 the Vendor has the right and authority to grant the right under Condition 4 to QVC and QVC's use of the Marks will not infringe the intellectual property rights of any third party;
- 10.1.11 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 Vendor to QVC;
- 10.1.12 the Goods and similar goods are not and have not been subject to product liability claims or product recall notices;
- 10.1.13 the Vendor 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 £2,000,000 per Contract on standard 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;
- 10.1.14 the Vendor shall comply at all times with the Code of Conduct;
- 10.1.15 the Vendor and anyone acting on its behalf shall at all times comply 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 (collectively, "Embargoed Targets") by a governmental authority (collectively, "Economic Sanctions Laws");
- 10.1.16 the Vendor is not an Embargoed Target or otherwise subject to any Economic Sanctions Laws;
- 10.1.17 Vendor will 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;
- 10.1.18 the Vendor and anyone acting on its behalf shall at all times comply with all applicable antibribery/anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and will not give, offer, agree or promise to give, or authorize 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; and
- 10.1.19 the Vendor 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.

11. REMEDIES OF QVC

- 11.1 Without prejudice to any other rights or remedies of QVC (whether express or implied), if the Vendor breaches any terms of the Contract or QVC terminates the Contract in accordance with Condition 12.1.3 then QVC may (but will not be obliged), whether or not the Goods have been accepted:
 - 11.1.1 return the Goods to the Vendor at the Vendor's expense and risk and obtain a credit or refund pursuant to Condition 11.2;
 - 11.1.2 recover from the Vendor any additional expenditure reasonably incurred by QVC in obtaining the Goods or goods equivalent to the Goods in substitution from another supplier;

DROP SHIP TERMS AND CONDITIONS

- 11.1.3 claim damages for any additional costs, loss or expenses incurred by QVC which are in any way attributable to the Vendor's breach of the Contract or failure to deliver the Goods on the due date or at all;
- 11.1.4 for a period of twelve months from the date of purchase of the Goods by a Customer in respect of Goods which do not conform with the provisions of Conditions 10.1.6 or 10.1.7, oblige the Vendor, at QVC's option, forthwith to issue a refund or repair or replace such Goods free of charge and any repaired or replaced Goods will be guaranteed on the terms of this Condition for the unexpired portion of the twelve month period; and/or
- 11.1.5 impose the applicable Vendor Chargeback.
- 11.2 Any Goods rejected by QVC under the Contract or by a Customer are returned to the Vendor at the Vendor'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, including without limitation any delivery expenses incurred by QVC. If QVC elects to receive a refund, the Vendor will pay QVC such sums within thirty (30) days of QVC's request. If QVC elects to receive a credit, QVC may apply such a credit toward any amounts then due or which may become due to Vendor (in accordance with Condition 8.5). The Vendor authorises QVC to return Goods without additional authorisation, and the Vendor agrees to accept such returns. Goods returned or rejected by QVC are not to be replaced by the Vendor without the prior written approval of QVC.
- 11.3 The Vendor 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), judgements and loss which QVC incurs or suffers as a consequence of a direct or indirect breach or alleged breach or negligent performance by the Vendor or failure or delay in performance of the terms of the Contract or any act or omission of its sub-contractors.
- 11.4 Each right or remedy of QVC under the Contract is without prejudice to any other right or remedy of QVC under this or any other contract.

12. TERMINATION

- 12.1 QVC may terminate the Contract in respect of all or part of the Goods with no liability or obligation to the Vendor and without prejudice to any other right, remedy or relief available to QVC if:
 - 12.1.1 QVC is notified that any Goods infringe or are alleged to infringe the intellectual property rights of any third party; or
 - 12.1.2 the Vendor is in breach of the Code of Conduct; or
 - 12.1.3 the Vendor is in material breach of any of the terms of the 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 5.3 is a material breach of the Contract which is not capable of remedy; or
 - 12.1.4 the Vendor: (a) becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver, administrator or liquidator (or similar officer) appointed; or (b) has any distraint, execution or other process levied or enforced on any of its property; or (c) ceases to trade or appears in the reasonable opinion of QVC likely or is threatening to cease to trade within 30 days; or (d) the Vendor takes any steps in anticipation of, or has no realistic prospect of avoiding, any of such events, procedures or procedures; or
 - 12.1.5 the Vendor has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or
 - 12.1.6 the equivalent of any of Conditions 12.1.4 to 12.1.5 above occurs to the Vendor in another jurisdiction to which the Vendor is subject; or
 - 12.1.7 the Vendor repeatedly breaches agreed service levels or any of the requirements of the Vendor Manual.
- 12.2 The Vendor may not terminate the Contract (defined as a single Scoping Order). QVC is entitled to cancel the Contract in whole or in part by giving written notice to the Vendor at any time prior to delivery of the Goods to a Customer in which event provided that the Vendor is unable, having made all reasonable endeavours, to resell the Goods, QVC's sole liability will be to pay to the Vendor 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.

DROP SHIP TERMS AND CONDITIONS

- 12.3 QVC may terminate the Contract in accordance with Conditions 12.1 and 12.2 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.
- 12.4 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Vendor or QVC accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

13. RECORDS AND AUDIT

The Vendor agrees to keep true and accurate records and books of account containing all data necessary for the determination of the number of Goods delivered to and received by Customers and the price payable under the Contract. Such records and books of accounts shall be open at all reasonable times during business hours on Business Days for inspection and copying by QVC or its duly authorised agent on demand. The Vendor shall preserve all relevant records and accounts and make the same available for inspection by QVC for the duration of the Contract and a period of not less than 6 years thereafter.

14. DATA PROTECTION

QVC and the Vendor agree that their respective obligations in relation to the processing of Personal Data (as defined in the Data Processing Agreement) are governed by the Data Processing Agreement.

15. NO ASSIGNMENT BY VENDOR

Vendor shall not assign or sub-contract or otherwise deal, whether in whole or in part, with any rights, claims or obligations under the Contract without the prior written consent of QVC and provided that the Vendor will remain liable for the performance of such obligations.

16. FURTHER ASSURANCE BY VENDOR

The Vendor shall at its cost and expense provide QVC and the Customer with any and all documents requested or required by QVC from time to time to vest any rights granted hereunder in QVC or the Customer 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.

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.

DROP SHIP TERMS AND CONDITIONS

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.

21. ENTIRE AGREEMENT

The Contract and the Specification contain all the terms which QVC and the Vendor have agreed in relation to the Goods. The Vendor 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 those documents. Nothing in this Condition 21 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 Vendor and a QVC Affiliate.

22. TIME FOR PERFORMANCE

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

23. RIGHTS OF THIRD PARTIES

Customers have the right to enforce only Conditions 6, 9, 10 and 16 in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. QVC and the Vendor may rescind or vary any of the terms of the Contract without requiring the consent of Customers. Except as stated in this Condition 23, QVC and the Vendor do not intend that any term of a Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1998 by any person not a party to it.

24. NOTICES

Except as otherwise provided for in these Conditions, 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.