

Showblock

an Arena company

STRUCTURE SALES

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 "Business Day" means any day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- 1.2 "Client" means the person or firm who purchases the Structure and Contents (as defined below) and/or Services (as defined below) from Showblock Ltd (hereinafter referred to as "Showblock").
- 1.3 "Contract" means the agreement between Showblock and the Client for the supply of the Structure and Contents and/or Services, incorporating these general terms and conditions.
- 1.4 "Contract Details" refers to the section of the Contract that outlines the specific terms agreed upon by the parties.
- 1.5 "Delivery Completion" means the completion by Showblock of the installation of the Structure and Contents at the delivery location as agreed upon between the parties.
- 1.6 "Intellectual Property Rights" means all patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, 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, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.7 "Project Fee" means the sum payable by the Client for the supply of the Structure and Contents, as specified in the Contract Details.
- 1.8 "Services" means the services supplied by Showblock to the Client as detailed in the Contract.
- 1.9 "Structure and Contents" means the structure and contents to be supplied by Showblock as detailed in the Contract.

2. SUPPLY OF STRUCTURE AND CONTENTS AND SERVICES

- 2.1 Showblock shall supply the Structure and Contents and perform the Services for the Client in accordance with the Contract in all material respects.
- 2.2 To the extent that the Structure and Contents are to be manufactured in accordance with a Structure and Contents specification supplied by the Client, the Client shall indemnify Showblock against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Showblock arising out of or in connection with any claim made against Showblock for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Showblock's use of the Structure and Contents specification.
- 2.3 Showblock reserves the right to amend the specification of the Structure and Contents if required by any applicable statutory or regulatory requirements.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client shall:
 - a) cooperate with Showblock in all matters relating to the Services;
 - b) provide Showblock with access to the Client's premises and other facilities as reasonably required by Showblock;

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- c) provide Showblock with such information and materials as Showblock may reasonably require to supply the Services and ensure that such information is accurate in all material respects.

4. CHARGES AND PAYMENT

- 4.1 The charges for the Structure and Contents and the Services shall be as set out in the Contract.
- 4.2 The Client shall pay each invoice submitted by Showblock within thirty (30) Business Days of the date of the invoice.
- 4.3 In the event of late payment by the Client, interest will accrue on the overdue amount at a rate of 4% per annum above the Bank of England's base rate, applicable from the due date until the payment is made in full. If the base rate falls below 0%, a fixed rate of 4% per annum will apply.
- 4.4 Should the Client contest any part of an invoice, the Client must inform Showblock in writing within fourteen (14) Business Days, providing detailed reasons and any supporting evidence for the dispute. During the dispute, the Client is obliged to pay the undisputed portion of the invoice as per the Contract's terms.
- 4.5 Furthermore, Showblock holds the right to suspend Services and/or the delivery of Structure and Contents if the Client does not settle the due payment within the specified time frame and fails to rectify this default within fourteen (14) Business Days following a written notice. Such suspension will last until full payment is received.
- 4.6 If the Client has not paid any due amounts within thirty (30) Business Days after the payment due date and following a notification of such failure, Showblock may terminate the Contract immediately by written notice, making all due amounts payable by the Client immediately.

5. TITLE AND RISK

- 5.1 The risk in the Structure and Contents shall pass to the Client on Delivery Completion.
- 5.2 Title to the Structure and Contents shall not pass to the Client until Showblock receives payment in full (in cash or cleared funds) for the Structure and Contents and any other goods or services that Showblock has supplied to the Client in respect of which payment has become due in which case title to the Structure and Contents shall pass at the time of payment of all such sums.

6. REINSTALLATION FEE

- 6.1 In consideration of the provision of Services outlined in the Contract, the Project Fee encompasses Showblock's baseline charges for the singular efforts required for the installation, construction, setup, and subsequent removal of the Structure and Contents. This Project Fee further incorporates the concurrent utilization of trucks, equipment, and personnel directly associated with the execution of the Services under the Contract. Should the Client necessitate or mandate Showblock to undertake additional movements or multiple attempts at reinstalling, reconstructing, relocating the setup, or removing the Structure and Contents in any manner that demands the concurrent use of trucks, equipment, or personnel in relation to the Services provided under the Contract (hereinafter referred to as a "Reinstallation"), a Reinstallation fee corresponding to 50% of certain specified components of the original Project Fee, along with any extra costs for labor and materials, shall be imposed for each instance of such Reinstallation.
- 6.2 This Reinstallation fee shall also be applicable to any Reinstallation instigated or necessitated by the Client, provided, however, that this Reinstallation fee shall not be levied if the Reinstallation is attributable to an error on the part of Showblock or a decision undertaken solely for the convenience of Showblock.

7. UNFORESEEN CIRCUMSTANCES

- 7.1 In the event of unforeseen circumstances, which shall include but not be limited to significant legislative or regulatory changes, significant discrepancies between presumed and actual conditions of the engagement site, or the unforeseen discovery of hazardous materials that materially impact the feasibility, timeline, or cost of delivering the contracted Services or the installation of the Structure



and Contents (hereinafter "Unforeseen Circumstances"), either party may request an equitable adjustment to the Contract.

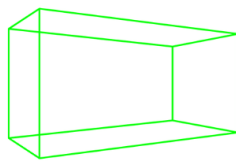
- 7.2 An equitable adjustment may include changes to the Project Fee, delivery date, specifications for the Structure and Contents and/or Services, or any other aspect of the Contract materially affected by the Unforeseen Circumstances.
- 7.3 The party affected by the Unforeseen Circumstances shall notify the other party in writing within ten (10) Business Days of becoming aware of the Unforeseen Circumstances necessitating such an adjustment.
- 7.4 Upon receipt of such notice, the parties shall enter into good faith negotiations to agree upon the necessary adjustments to the Contract. Any adjustments agreed upon must be documented in writing and signed by both parties, constituting an amendment to the Contract.
- 7.5 If the parties cannot agree on an equitable adjustment within thirty (30) Business Days of initiating negotiations, either party may refer the matter to dispute resolution in accordance with the relevant jurisdiction clause of the Contract.
- 7.6 Notwithstanding the above, Showblock shall use all reasonable endeavors to mitigate the effects of any Unforeseen Circumstances on the performance of its obligations under the Contract.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Showblock.
- 8.2 The Client acknowledges that, in respect of any third-party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on Showblock obtaining a written license from the relevant licensor on such terms as will entitle Showblock to license such rights to the Client.

9. WARRANTY

- 9.1 Showblock warrants that on delivery, and for the period referred to in the Contract starting from the date of delivery (the "Warranty Period"), the Structure and Contents shall:
 - a) conform in all material respects with their description and any applicable Structure and Contents specification;
 - b) be free from material defects in design, material and workmanship;
 - c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - d) be fit for any purpose held out by Showblock.
 - e) be completed according to relevant UK laws and regulations in the place of build.
- 9.2 The warranty covers the following components of the Structure and Content:
 - a) structural integrity of the steel framework
 - b) roofing materials
 - c) internal wall panels
 - d) external and internal doors
 - e) glazing
 - f) electrical installation
 - g) staircases
 - h) flooring
- 9.3 During the Warranty Period:
 - a) the Client must notify Showblock in writing by providing a detailed description within thirty (30) days of discovering that some or all of the Structure and Contents do not comply with the warranty provided by Showblock; and
 - b) Showblock is given a reasonable opportunity of examining and making full examination of such Structure and Contents and any alleged defect.



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- 9.4 If a defect covered by this warranty is found, Showblock shall, at its option:
- a) repair the defective component(s) at no charge to the Client; or
 - b) replace the defective component(s) with new or refurbished parts at no charge to the Client.
- 9.5 Showblock will endeavor to complete the repair or replacement within thirty (30) days from receipt of the warranty claim.
- 9.6 Showblock shall not be liable for the Structure and Contents' failure to comply with the warranty if:
- a) the Client makes any further use of such Structure and Contents after giving a notice;
 - b) the defect arises because the Client failed to follow Showblock's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Structure and Contents, or (if there are none) good trade practice regarding the same;
 - c) the defect arises as a result of Showblock following any drawing, design, or Structure and Contents specification supplied by the Client, or any damage resulting from improper use, maintenance, or repair by the Client;
 - d) the Client alters or repairs or replaces any components or parts of such Structure and Contents without the written consent of Showblock, or makes modifications or alterations to the Structure without the prior written consent of Showblock;
 - e) the Client has the Structure and Contents installed or maintained by any person other than Showblock or a person authorized in writing by Showblock;
 - f) the defect arises as a result of fair wear and tear, willful damage, negligence, unlawful use, abnormal working conditions, cosmetic damages such as scratches, dents, fading, or damage caused by accidents, misuse, neglect, or abuse; or
 - g) the Structure and Contents differ from their description or any applicable Structure and Contents specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10. TERMINATION

Showblock may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date, commits a material breach of the Contract, or if any of the termination events specified in these general terms and conditions occur.

11. LIMITATION OF LIABILITY

- 11.1 Showblock's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total charges paid under the Contract.
- 11.2 Neither party shall be liable to the other party for any indirect, special, incidental, consequential, or punitive damages, including but not limited to, loss of profits, loss of business opportunities, loss of goodwill, or loss of data, arising out of or related to the Contract.

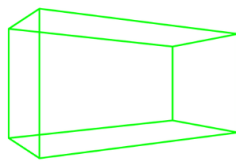
12. FORCE MAJEURE

- 12.1 Neither party shall be liable or responsible to the other, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, but not limited to, the following force majeure events ("Force Majeure Event(s)"): acts of God; flood, fire, earthquake, or explosion; pandemics, epidemics, or ensuing governmental decisions; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of the Contract; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate power or transportation facilities; and other similar events beyond the control of the party impacted by the Force Majeure Event.

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- 12.2 In the event that Showblock is unable to perform any of its obligations under the Contract due to a Force Majeure Event, the Client agrees to fully compensate Showblock for the Services supplied prior to the Force Majeure Event.

13. GOVERNING LAW AND JURISDICTION

- 13.1 These terms and conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.
- 13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

14. ENTIRE AGREEMENT

These terms and conditions embody the entire agreement and understanding between Showblock and the Client and supersede all prior agreements, understandings, representations, and discussions, whether oral or written, between the parties relating to the subject matter hereof. No amendment, alteration, or modification of these terms and conditions shall be binding unless executed in writing by both parties. No other terms, conditions, prior agreements, or understandings, verbal or written, expressed or implied, shall have any force or effect to alter or amend these terms and conditions.

15. INCORPORATION OF TERMS

Subject to any variation executed in accordance with the terms and conditions herein, these terms and conditions form part of the agreement between the parties to the exclusion of all other terms and conditions, including any terms or conditions that the counterparty purports to apply under any purchase order, confirmation of order, invoice, specification, or other document.