

## TERMS AND CONDITIONS OF BUSINESS

MV Expo Ltd - Exhibition, Event, Display, Joinery and Bespoke Fabrication Services

Version: July 2026

These Terms and Conditions apply to all quotations, orders, purchase orders, projects, goods, hired goods, installations, exhibition stands, event services, bespoke furniture, joinery, graphics, display products and related services supplied by MV Expo Ltd, company number 11336865, registered in England and Wales.

These Conditions have been updated to give clearer protection for client delays, postponed events, pushed-back installation dates, late approvals, late payment, storage, material price changes, cancellation, third-party site issues and client purchase order terms.

In these Conditions, MV Expo Ltd is referred to as "MV Expo", "we", "us" or "our". The client, buyer, hirer, organiser, contractor or person ordering the Goods and/or Services is referred to as the "Client", "you" or "your".

Important: these Conditions are intended for business-to-business use. Where a project is being undertaken for a consumer, separate consumer terms may be required.

## 1. Definitions and Interpretation

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

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

**Client Default** means any act, omission, delay, instruction, failure, breach or matter caused by the Client, the Client's customer, the Client's main contractor, venue, landlord, agent, consultant, employee, subcontractor or any other third party for whom the Client is responsible, which prevents, delays, disrupts, increases the cost of or otherwise affects MV Expo's performance.

**Conditions** means these Terms and Conditions of Business as amended by MV Expo from time to time.

**Contract** means the contract between MV Expo and the Client for the supply of Goods, Services and/or Hired Goods in accordance with these Conditions, the quotation, any agreed specification and any written variation agreed by MV Expo.

**Deliverables** means the items, drawings, designs, goods, installations, services, hired goods, graphics, furniture, exhibition stand, event build or other output to be supplied by MV Expo under the Contract.

**Deposit** means any advance payment, booking payment, mobilisation payment, material payment or other payment required before work starts, materials are ordered, production slots are reserved or goods are released.

**Goods** means goods, bespoke items, display products, furniture, graphics, printed items, hardware, components, materials and any other physical goods supplied by MV Expo, whether sold, manufactured, procured, installed or delivered.

**Hired Goods** means goods, displays, furniture, fixtures, fittings, equipment or other items hired from MV Expo and not sold to the Client.

**Intellectual Property Rights** means copyright, design rights, trade marks, patents, rights in drawings, CAD files, CNC files, renders, concepts, inventions, confidential information, know-how and all similar rights, whether registered or unregistered, anywhere in the world.

**Order** means the Client's written or verbal instruction, acceptance of a quotation, purchase order, email approval, payment of a deposit or any other instruction to proceed.

**Ready for Delivery** means that Goods or Deliverables are manufactured, procured, partly manufactured, substantially completed, packed, awaiting collection, awaiting delivery, awaiting installation or otherwise ready for the next stage but cannot proceed due to the Client or circumstances outside MV Expo's control.

**Services** means exhibition design and build, event services, project management, site surveys, drawings, design, manufacture, joinery, installation, dismantle, transport, storage, repair, maintenance, hire support and any related services supplied by MV Expo.

**Specification** means any written specification, quotation, drawings, renders, samples, plans, dimensions, finishes, client brief, artwork, technical requirements or design information agreed in writing by MV Expo.

1.2 References to writing include email. Headings are for convenience only and do not affect interpretation. Words such as including, includes and in particular are illustrative and do not limit the words that follow them.

## 2. Basis of Contract and Client Purchase Orders

2.1 A quotation issued by MV Expo is not an offer capable of acceptance. It is an invitation for the Client to place an Order and is valid for the period stated in the quotation or, if no period is stated, for 30 days from the quotation date.

2.2 The Contract comes into existence only when MV Expo confirms acceptance in writing, accepts a purchase order subject to these Conditions, receives a Deposit, starts work, orders materials or otherwise confirms that the Order has been accepted.

2.3 These Conditions apply to the Contract to the exclusion of all other terms that the Client seeks to impose or incorporate, including any terms printed on or attached to a purchase order, supplier portal, tender document, main contract, site rules, order acknowledgement or payment process.

2.4 Any Client purchase order is accepted for administrative and payment purposes only. A purchase order does not amend, override or replace these Conditions unless a director of MV Expo expressly agrees the change in writing and identifies the clause being varied.

2.5 No 'pay when paid', 'pay if paid', main contract pass-through, liquidated damages, retention, contra-charge, back charge, warranty extension, collateral warranty, penalty, delay damage or other additional obligation shall apply unless expressly agreed in writing by a director of MV Expo before the Contract is formed.

2.6 The Client acknowledges that it has not relied on any statement, promise, sample, drawing, render, estimate, timescale, representation or assurance not expressly set out in the Contract.

2.7 Marketing images, mood boards, visuals, samples, renders and sketches are provided to show the general design intent only and are not binding unless expressly incorporated into the Specification.

## 3. Quotations, Scope and Assumptions

3.1 The price is based on the scope, assumptions, specification, drawings, programme, access times, venue rules, quantities and information available to MV Expo at the date of the quotation.

3.2 Unless stated otherwise in writing, quotations exclude VAT, venue charges, parking, permits, overtime, weekend working, out-of-hours access, waiting time, specialist lifting, storage, re-delivery, re-attendance, structural calculations, engineer sign-off, landlord approvals, organiser approvals, utilities, mains electrical works, waste charges, customs charges, import duties, accommodation and subsistence.

3.3 The Client is responsible for checking that the quotation covers everything the Client requires. Any item not expressly included is excluded.

3.4 MV Expo may amend the price before delivery or completion to reflect increases in labour, material, supplier, transport, import, energy, currency, insurance, venue, statutory or subcontractor costs, or any change to the scope, delivery dates, programme, quantities or Specification.

3.5 Where a quotation is prepared using approximate, incomplete or client-supplied information, MV Expo may revise the price and programme once accurate information becomes available.

#### 4. Design, Drawings, Approvals and Client Information

4.1 The Client shall provide accurate and complete information, including site dimensions, venue rules, access details, drawings, artwork, brand guidelines, finishes, load requirements, wall/floor/ceiling details, services locations, utilities, fixing permissions and any restrictions affecting the project.

4.2 MV Expo is entitled to rely on information supplied by the Client or on behalf of the Client. MV Expo shall not be liable for defects, delay, additional work or additional cost caused by inaccurate, incomplete, late or unsuitable information.

4.3 The Client shall review and approve drawings, renders, specifications, samples and artwork within the approval period requested by MV Expo. If no approval period is stated, approval or comments must be provided within 2 Business Days.

4.4 Where the Client delays approval, gives unclear comments, changes its mind, fails to respond or requests further design options, MV Expo may revise the programme and charge for additional design, project management, labour, materials and supplier costs.

4.5 Approval of drawings, artwork, renders, samples or specifications by the Client is confirmation that the Client accepts the design, layout, dimensions, wording, branding, colours, finishes, materials and general approach shown, subject to normal manufacturing tolerances.

4.6 Colours, materials, grain, texture, lighting, print, laminates, veneers, solid surface, timber and surface finishes may vary between samples, screen images, renders, batches and finished goods. Such reasonable variations shall not be defects.

4.7 MV Expo is not responsible for structural design, load calculations, fire strategy, electrical design, venue compliance, landlord approvals or suitability of existing walls, floors, ceilings or services unless expressly agreed in writing and priced into the quotation.

#### 5. Goods and Bespoke Manufactured Items

5.1 MV Expo warrants that on delivery or practical completion the Goods shall conform in all material respects with the agreed Specification and be free from material defects in MV Expo's workmanship and materials.

5.2 Bespoke Goods are manufactured to the Client's order and cannot usually be cancelled, returned or resold. Once materials are ordered, production is booked or work has started, the Client is liable for all work done, materials ordered, supplier costs, committed costs and loss of production slot.

5.3 MV Expo may make reasonable substitutions or changes to materials, fixings, construction methods or components where required by availability, safety, manufacturing practicality, venue rules or statutory requirements, provided the substitution does not materially reduce the overall quality or functionality of the Goods.

5.4 Unless expressly agreed in writing, dimensions and tolerances are subject to normal workshop, site and material tolerances. Minor movement, adjustment, settling, surface variation and making-good requirements are normal in bespoke joinery, exhibition and event works.

5.5 The Client is responsible for ensuring that Goods are suitable for the Client's intended use where that use has not been fully disclosed to MV Expo in writing before quotation.

#### 6. Programme, Delivery Dates and Time

6.1 Any dates, durations, milestones, installation slots or delivery dates given by MV Expo are estimates only unless MV Expo expressly agrees in writing that time is of the essence.

6.2 MV Expo shall use reasonable endeavours to meet agreed programme dates but shall not be liable for delay caused by a Force Majeure Event, Client Default, late payment, late approval, design change, site access issue, supplier delay, transport issue, venue restriction, third-party delay or any matter outside MV Expo's reasonable control.

6.3 If the Client requires acceleration, overtime, weekend working, night shifts, additional labour, express delivery, premium freight or resequencing to meet a changed or compressed programme, MV Expo may charge the additional costs and is not obliged to proceed until those costs are approved.

6.4 Delay in one part of the Goods or Services shall not entitle the Client to cancel the remainder of the Contract or withhold payment for unaffected parts.

## 7. Client Delay, Postponement, Suspension and Pushed-Back Jobs

7.1 This clause applies where a project, delivery, installation, event, exhibition, manufacture, site works or any part of the Contract is delayed, postponed, suspended, re-phased, rescheduled or pushed back for any reason outside MV Expo's reasonable control.

7.2 Examples include late approval, late payment, late artwork, late information, client changes, venue changes, event postponement, cancelled access, site not ready, other trades not finished, missing services, unavailable fixing points, incomplete enabling works, delayed client/customer sign-off, main contractor delay, organiser delay, landlord restrictions, or the Client's customer postponing the end project.

7.3 MV Expo may revise all delivery, installation, production and completion dates. MV Expo shall not be liable for any loss, cost, claim, penalty, loss of profit, loss of contract, delay damages or consequential loss arising from the delay or postponement.

7.4 The Client shall pay MV Expo for all work carried out, design time, project management, materials ordered, supplier costs, subcontractor costs, committed costs, production slots, storage, re-delivery, remobilisation, re-attendance, labour downtime and any increase in cost caused by the delay or postponement.

7.5 If Goods are Ready for Delivery or substantially complete but cannot be delivered or installed, MV Expo may invoice as if delivery or installation had taken place on the original agreed date. Payment shall not be delayed because the Client, venue or third party is not ready.

7.6 MV Expo may charge storage from the original delivery or installation date until the Goods are delivered, installed or collected. Storage charges shall be the rates stated in the quotation or, if no rates are stated, MV Expo's reasonable storage, handling, insurance and administration costs.

7.7 Where a postponed project is later reactivated, MV Expo shall be entitled to a reasonable lead-in period and shall not be obliged to prioritise the reactivated project over other committed work unless expressly agreed in writing.

7.8 A postponement or suspension does not entitle the Client to cancel the Contract or withhold payment for work done, materials ordered or costs incurred.

## 8. Changes and Variations

8.1 Any change to the scope, drawings, quantities, finishes, materials, access, dates, location, design, artwork, build method, delivery method or Specification is a variation.

8.2 MV Expo is not required to carry out a variation unless it has been agreed in writing, priced where required, and any additional payment or deposit requested by MV Expo has been made.

8.3 Variations may affect the price, programme, design, quality, finish, warranty and feasibility of the project. MV Expo shall not be liable for delay or additional cost arising from variations.

8.4 Where urgent site or event conditions require immediate decisions, the Client authorises MV Expo to carry out reasonable additional work necessary to protect safety, prevent greater loss, complete the installation or comply with venue requirements. Such work shall be chargeable.

## 9. Site, Venue and Installation Conditions

9.1 The Client shall ensure that the site or venue is ready, safe, accessible and suitable for MV Expo to perform the Services on the agreed dates.

9.2 The Client shall provide safe access, adequate parking/loading, working space, lighting, power, welfare facilities, permits, passes, security clearance, lifting access, waste arrangements and uninterrupted possession of the relevant working area.

9.3 Unless agreed otherwise, the Client is responsible for all venue, organiser, landlord, building control, fire officer, CDM, health and safety, licence, permission, RAMS approval and other third-party approvals required for the project.

9.4 MV Expo is not responsible for defects, delay or additional cost caused by unsuitable walls, floors, ceilings, hidden services, damp, heat, humidity, uneven surfaces, out-of-square structures, inadequate fixing grounds, weak substrates, existing defects, poor access, other trades or site restrictions.

9.5 Waiting time, aborted visits, return visits, out-of-hours working, inductions, additional RAMS, parking, permits, congestion charges, ferry/transport costs and delay caused by site conditions or third parties shall be chargeable.

9.6 Where MV Expo installs into existing structures or surfaces, the Client warrants that such structures and surfaces are suitable and strong enough for the intended installation. MV Expo shall not be liable for damage caused by reasonable fixing, removal or installation into unsuitable or unknown substrates.

## 10. Delivery, Collection, Storage and Deemed Completion

10.1 MV Expo shall deliver Goods to the location stated in the quotation or such other location as the parties agree. Delivery may be made in instalments.

10.2 Delivery is completed when Goods arrive at the Delivery Location, are collected by or on behalf of the Client, are made available for collection, are installed, or are deemed delivered under these Conditions.

10.3 If the Client fails to accept delivery, collect Goods, provide access, confirm installation or otherwise prevents delivery or completion, delivery shall be deemed to have occurred at 9.00am on the second Business Day after MV Expo notifies the Client that the Goods are ready.

10.4 From deemed delivery, the Client is responsible for the Goods, including payment, storage, insurance, damage, deterioration and risk, even if the Goods remain at MV Expo's premises or with a supplier.

10.5 If the Client has not accepted delivery or arranged collection within 20 Business Days of notice that Goods are ready, MV Expo may continue to store the Goods at the Client's cost, deliver them to storage at the Client's cost, or sell/dispose of them where reasonably necessary after giving notice. The Client remains liable for any shortfall and all costs.

10.6 Snagging, minor defects or incomplete items which do not materially prevent use of the Goods or Services shall not prevent practical completion and shall not entitle the Client to withhold payment other than a reasonable amount directly related to the affected item.

## 11. Hired Goods

11.1 Hired Goods remain the property of MV Expo at all times. The Client receives only a temporary right to possess and use the Hired Goods for the agreed Rental Period and purpose.

11.2 Risk in Hired Goods passes to the Client on delivery or collection and remains with the Client until the Hired Goods are returned to MV Expo and checked.

11.3 The Client shall keep Hired Goods safe, dry, secure, insured, clean and in good condition, and shall not alter, adapt, repair, mark, sell, sub-hire, lend, move off-site or attach them to any building or land without MV Expo's written consent.

11.4 The Client shall pay for any loss, theft, damage, cleaning, repair, replacement, late return, missing parts, packaging damage or abnormal wear to Hired Goods during the Rental Period or while in the Client's possession or control.

11.5 If Hired Goods are not returned on time, MV Expo may charge additional hire, replacement hire, storage, transport, labour and other costs until they are returned or replaced.

11.6 The Client shall allow MV Expo access to inspect or recover Hired Goods at reasonable times.

## 12. Quality, Inspection, Warranty and Defects

12.1 MV Expo warrants that Services will be provided with reasonable care and skill and that Goods manufactured by MV Expo will be free from material defects in MV Expo's workmanship and materials at delivery or practical completion.

12.2 The Client shall inspect Goods and Services promptly on delivery, installation or handover. Any visible defect, shortage, damage or non-conformity must be notified in writing within 3 Business Days. If no notice is given, the Goods and Services shall be deemed accepted, subject to latent defects which could not reasonably have been identified on inspection.

12.3 Unless stated otherwise in the quotation, MV Expo's workmanship warranty is 12 months from delivery, collection, installation or practical completion, whichever occurs first. Any third-party goods, electrical items, AV equipment, appliances, screens, fixings, hardware or components are subject to the relevant manufacturer's warranty only where available.

12.4 MV Expo shall not be liable for defects or failure caused by fair wear and tear, misuse, neglect, vandalism, impact, overloading, unsuitable site conditions, humidity, damp, heat, cold, sunlight, movement, fire, water ingress, cleaning products, poor maintenance, client-supplied materials, client design, third-party alteration, relocation, storage, installation by others or use outside the intended purpose.

12.5 MV Expo shall be given a reasonable opportunity to inspect any alleged defect and, where MV Expo accepts responsibility, shall at its option repair, replace, rework or refund the affected part of the Goods or Services. This shall be the Client's sole remedy for defective Goods or Services so far as permitted by law.

12.6 The Client shall not arrange third-party repair, replacement or remedial works at MV Expo's cost unless MV Expo has first been given written notice, sufficient evidence, reasonable access and a reasonable opportunity to remedy, except in a genuine emergency involving immediate risk to health and safety or serious property damage.

12.7 Any warranty is conditional on all invoices being paid in full.

## 13. Charges, Deposits and Payment

13.1 The Client shall pay the price stated in the quotation or, where work is carried out on a time and materials basis, MV Expo's applicable labour, design, project management, material, transport and subcontractor rates.

13.2 Unless the quotation states otherwise, MV Expo may require a Deposit before accepting the Order, reserving a production slot, ordering materials, producing drawings or starting work. Deposits are non-refundable except where MV Expo cancels the Contract without Client Default and without work or cost having been incurred.

13.3 Unless the quotation states otherwise, MV Expo may invoice in stages, including deposit, design, material procurement, production, pre-delivery, delivery, installation, practical completion, post-event and additional works invoices.

13.4 Where no approved credit account exists, payment in full is due before release, delivery, collection or installation of Goods. MV Expo may withhold Goods, Services, source files, completion certificates, handover documents and further work until payment is received in cleared funds.

13.5 Approved credit accounts are payable within the period stated on the invoice or, if no period is stated, within 30 days of the invoice date. Time for payment is of the essence.

13.6 The Client shall pay all amounts due in full without set-off, counterclaim, deduction, retention, withholding, contra-charge or back charge except as required by law or expressly agreed in writing by MV Expo.

13.7 If any invoice is overdue, MV Expo may suspend work, cancel delivery/installation, stop design work, withhold hire goods, charge interest and recovery costs, require payment upfront for future work, and terminate the Contract.

13.8 Interest on overdue sums shall accrue at 8% per annum above the Bank of England base rate, or such other statutory rate and compensation as may apply to late payment of commercial debts, from the due date until payment in full. MV Expo may also recover all reasonable debt recovery, legal and collection costs.

13.9 VAT and any other applicable taxes, duties, levies, import charges or statutory charges shall be added to the price and paid by the Client.

#### 14. Materials, Procurement and Supplier Costs

14.1 MV Expo may order, allocate or reserve materials, components, print, hardware, labour, subcontractors, transport and production capacity once the Contract is formed or once a Deposit is paid.

14.2 The Client is liable for all materials, goods, subcontractor charges and committed costs ordered or incurred for the project, whether or not the project proceeds, is delayed, is postponed or is cancelled.

14.3 Special-order, bespoke, cut, fabricated, printed, branded, colour-matched, imported or client-specific materials are non-returnable and payable in full by the Client.

14.4 Supplier lead times and availability are not guaranteed unless expressly stated in writing. MV Expo shall not be liable for supplier shortages, discontinued products, transport delays, customs delays or price increases outside its reasonable control.

#### 15. Title and Risk

15.1 Risk in Goods passes to the Client on delivery, collection, installation, deemed delivery or when the Goods are made available to the Client, whichever occurs first.

15.2 Title to Goods shall not pass to the Client until MV Expo has received payment in full in cleared funds for the Goods and all other sums due from the Client to MV Expo under any contract.

15.3 Until title passes, the Client shall hold the Goods as MV Expo's bailee, keep them separate and identifiable where practicable, maintain them in good condition, insure them for their full replacement value and not sell, pledge, charge or dispose of them without MV Expo's written consent.

15.4 If the Client fails to pay, becomes insolvent or otherwise breaches the Contract before title passes, MV Expo may recover or require the return of Goods and may enter premises where the Goods are located to recover them so far as permitted by law.

#### 16. Intellectual Property, Design Files and Portfolio Use

16.1 All Intellectual Property Rights in concepts, designs, drawings, visuals, renders, models, CAD files, CNC files, SketchUp files, technical drawings, methods, templates, manufacturing details, photographs, documents and Supplier Materials created or supplied by MV Expo remain owned by MV Expo unless expressly assigned in writing by a director of MV Expo.

16.2 Once the Client has paid all sums due, the Client receives a non-exclusive licence to use the final delivered Goods and final issued drawings for the specific project for which they were supplied. This does not include any right to copy, reproduce, manufacture, adapt, tender, sell, reuse or provide MV Expo's designs or files to another supplier.

16.3 Native/source files, editable artwork, CAD files, CNC files, manufacturing drawings, templates, costing documents, supplier lists and working methods are not included unless expressly stated in the quotation and paid for.

16.4 Where the Client supplies artwork, logos, trade marks, drawings, specifications or designs, the Client warrants that it has all necessary rights and shall indemnify MV Expo against claims arising from their use.

16.5 Unless the Client notifies MV Expo in writing before completion that the project is confidential, MV Expo may photograph, film and refer to the completed work for portfolio, website, social media, award, case study and marketing purposes, provided MV Expo does not disclose confidential pricing or sensitive technical information.

#### 17. Confidentiality

17.1 Each party shall keep confidential all confidential information disclosed by the other party in connection with the Contract and shall use it only for the purpose of performing or receiving the Goods and Services.

17.2 Confidential information may be disclosed to employees, agents, subcontractors, insurers, advisers and professional representatives who need to know it for the purposes of the Contract, provided they are subject to appropriate confidentiality obligations.

17.3 This clause does not apply to information which is public knowledge, already lawfully known, independently developed, or required to be disclosed by law, court, regulator or competent authority.

17.4 This clause survives termination of the Contract.

## 18. Cancellation by the Client

18.1 Cancellation must be made in writing and is effective only when received by MV Expo.

18.2 On cancellation, the Client shall pay all amounts already invoiced and all work done, design time, project management, labour, materials, supplier charges, subcontractor costs, committed costs, cancellation charges, storage, loss of production slot and reasonable profit on work cancelled.

18.3 Unless the quotation states a different cancellation schedule, the following minimum cancellation charges apply to the total Contract price, plus VAT and any additional committed costs: 25% if cancelled more than 60 days before the first delivery, installation or event date; 50% if cancelled 31-60 days before; 75% if cancelled 15-30 days before; and 100% if cancelled 14 days or less before.

18.4 For bespoke Goods, printed Goods, branded Goods, special-order materials and production work already started, MV Expo may charge 100% of the relevant item cost regardless of the cancellation date.

18.5 Cancellation or postponement by the Client's own customer, venue, organiser or main contractor is treated as cancellation or postponement by the Client.

## 19. Termination and Suspension

19.1 MV Expo may terminate the Contract or suspend performance immediately by written notice if the Client fails to pay any sum due, fails to provide information or access, becomes insolvent, breaches the Contract, fails to approve a required variation, or where MV Expo reasonably considers that continuing would create a safety, legal, payment or reputational risk.

19.2 On termination, all unpaid invoices become immediately payable and MV Expo may invoice for all work done, Goods manufactured or partly manufactured, materials ordered, supplier costs, committed costs, storage, demobilisation, cancellation and loss of profit.

19.3 Termination shall not affect rights and remedies accrued before termination. Clauses intended to survive termination shall continue in force, including payment, title, intellectual property, confidentiality, liability and governing law.

## 20. Liability and Indemnity

20.1 Nothing in these Conditions limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot legally be limited or excluded.

20.2 Subject to clause 20.1, MV Expo shall not be liable for loss of profit, loss of contract, loss of revenue, loss of goodwill, loss of opportunity, loss of anticipated savings, delay damages, liquidated damages, penalties, main contract liabilities, client/customer claims, loss of use, business interruption or any indirect or consequential loss.

20.3 Subject to clause 20.1, MV Expo's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort including negligence, breach of statutory duty or otherwise, shall not exceed the total price paid or payable by the Client under the Contract giving rise to the claim.

20.4 MV Expo shall not be liable for any liability, penalty, charge, set-off, retention, deduction, back charge or damages imposed on the Client under a main contract or by the Client's customer, contractor, organiser, landlord, venue or third party unless MV Expo expressly accepted that liability in writing before the Contract was formed.

20.5 The Client shall indemnify MV Expo against all losses, costs, claims, damages, liabilities and expenses arising from Client Default, client-supplied design/specification, inaccurate information, unsafe site conditions, breach of the Contract, infringement of third-party rights, misuse of Goods or Hired Goods, or claims by the Client's customer, contractor, venue, organiser or other third party caused by the Client or matters outside MV Expo's control.

20.6 The limitations and exclusions in this clause are reasonable having regard to the nature of bespoke exhibition, event, joinery and display work and the price charged.

## 21. Insurance, Health and Safety

21.1 MV Expo shall maintain insurance cover that it considers appropriate for its business and the Services supplied. Evidence of insurance can be provided on reasonable request.

21.2 The Client shall maintain appropriate insurance for the site, venue, Hired Goods, goods in the Client's possession, public liability, employer's liability and all risks for which the Client is responsible.

21.3 The Client shall provide all site rules, risk information, asbestos information, fire rules, induction requirements, access requirements and health and safety information reasonably required by MV Expo before work starts.

21.4 MV Expo may refuse to work, suspend work or leave site where it reasonably considers conditions unsafe, access unsuitable, approvals missing or the Client in breach of health and safety obligations. Any resulting delay or cost shall be the Client's responsibility.

## 22. Force Majeure

22.1 MV Expo shall not be liable for delay or failure to perform caused by events beyond its reasonable control, including supplier failure, material shortage, transport disruption, strikes, labour shortage, illness, accident, machinery breakdown, fire,

flood, storm, extreme weather, war, terrorism, civil unrest, epidemic, pandemic, utility failure, cyber incident, venue closure, organiser restrictions, government action, import/export delay, customs delay or compliance with law or authority requirement.

22.2 If a Force Majeure Event affects performance, MV Expo may extend time, revise the programme, substitute materials, suspend performance, charge for costs already incurred and/or terminate the Contract if the event continues for more than 14 days.

22.3 The Client remains liable to pay for work done, materials ordered and costs incurred before or during the Force Majeure Event.

### 23. Data Protection

23.1 Each party shall comply with applicable data protection law when processing personal data in connection with the Contract.

23.2 The Client shall ensure that any personal data supplied to MV Expo may lawfully be used for administration, project delivery, invoicing, debt recovery and communication relating to the Contract.

### 24. Notices

24.1 Notices under the Contract must be in writing and sent by hand, post or email to the registered office, principal place of business or email address last notified by the receiving party.

24.2 Notices sent by email are deemed received on the next Business Day after transmission unless the sender receives an automated failure notice. This clause does not apply to service of legal proceedings where formal service rules apply.

### 25. General

25.1 MV Expo may subcontract or delegate any part of the Goods or Services but remains responsible for its obligations under the Contract subject to these Conditions.

25.2 The Client may not assign, transfer or subcontract its rights or obligations without MV Expo's prior written consent.

25.3 No waiver is effective unless in writing. A delay or failure to enforce any right is not a waiver of that right.

25.4 If any clause is invalid or unenforceable, it shall be amended to the minimum extent necessary to make it valid or, if that is not possible, deleted. The remaining clauses shall continue in force.

25.5 No person other than MV Expo and the Client has any right to enforce the Contract.

25.6 No variation of these Conditions is effective unless agreed in writing by a director of MV Expo.

25.7 The Contract is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract.

### 26. Quick Purchase Order Protection Wording

26.1 Where the Client sends a purchase order or supplier portal acceptance, MV Expo may respond using the following wording or similar wording. Such wording forms part of the Contract unless otherwise agreed by a director of MV Expo:

'Thank you for your purchase order. MV Expo Ltd accepts this order strictly subject to MV Expo Ltd's Terms and Conditions of Business, our quotation, agreed drawings/specification and agreed payment schedule. Any terms attached to or referred to in your purchase order, supplier portal or main contract are rejected and shall not apply unless expressly agreed in writing by a director of MV Expo Ltd. For clarity, MV Expo Ltd does not accept pay-when-paid terms, retention, main contract pass-through liability, liquidated damages, delay damages, set-off, back charges, transfer of title before full payment, or liability for postponement, site access issues, late approvals, late payment, client changes or delays caused by others.'