

IDEAL SHOPPING DIRECT LIMITED

Advertiser Terms and Conditions – Buy Any Time Agreement

for (“You” or “Your”)

On the terms set out below, Ideal Shopping Direct Limited (“Ideal” or “we”) will advertise your products in television shows and/or on-line as agreed and detailed on the Booking Form. You will supply all products sold to by Ideal to Ideal’s customer, as notified to you through Ideal’s EDI system.

Together with our invoice, the Booking Form and any of Ideal’s policies referred to in these Terms and Conditions or notified to you from time to time, this document sets out the entire agreement between us (“Agreement”). In the event of any inconsistency, the terms of the Booking Form will prevail. The Agreement can only be amended in writing and if signed by a duly authorised person on behalf of both parties.

1. Airtime and Content

- 1.1 We will advertise your products as specified on the Booking Form during the term of this Agreement in return for a Commission Fee payable by you for each Product sold by Ideal as per the rates set out within the Booking Form.
- 1.2 You will provide us with samples of products free of charge and details of the product features and benefits and all other information required to assist our staff in creating the best live video demonstration and on-line advertisement for you and also to comply with legal and regulatory requirements. In addition this information will assist our Customer Services Department in dealing efficiently with customer enquiries.
- 1.3 All intellectual property rights in the show and any film or web content produced in relation to this Agreement belongs to Ideal absolutely. Ideal may, upon request, make this available to you for use in relation to marketing of your products.

2. Warranties and Indemnity

- 2.1 You warrant that:
 - a. you have the right to sell the products and to enter into this Agreement and to grant to Ideal the rights set out in this Agreement;
 - b. the products (including their production, packaging, labelling, safety, import and transport) comply with all applicable laws and regulations, and contain (in English) all instructions and labelling required by law and regulation to render them safe;
 - c. you are responsible for ensuring that all claims made on air or on Ideal’s website in respect of your products are true and not misleading and comply with the Television Advertising Standards Code issued by the Broadcast Committee of Advertising Practice;

- d. the products are new, of satisfactory quality and reasonably fit for their purpose and free from all defects, are the same as samples provided and written documentation provided by you and are not reworked, rebuilt or refurbished;
- e. where applicable, reasonable and representative tests as prescribed by applicable laws and regulations have been performed;
- f. the products and similar goods are not and have not been subject to product liability claims or product recall notices;
- g. you will maintain for the life of the products, public liability insurance coverage on the products, including full product liability, for not less than £5,000,000 on standard terms and with an insurance company of repute acceptable to Ideal and will on request promptly provide a certificate of insurance to us.

2.2 You agree that you will indemnify and hold harmless Ideal, its employees and directors from and against any and all liabilities, obligations, claims, actions or demands arising directly or indirectly from:

- a. your breach of any of the obligations, representations or warranties contained in this Agreement;
- b. the infringement of any intellectual property or any other rights of a third party arising from the advertisement or sale of your products; and
- c. any defect in any of the products and any injury to persons or damage to property arising out of the use of your products (including any product recall).

3. Procedures relating to advertiser suppliers despatching their own goods (direct despatch)

- 3.1 If you offer any warranty for your products, please provide us with full details;
- 3.2 If your stock is being imported you must ensure that any instructions sent with the products are in English. Preferably, we require multi-language instructions (German, French and Spanish);
- 3.3 Ideal will advertise your products on the agreed airtime and also on our website(s) for the duration of your campaign, as agreed on the Booking Form. We will take orders on your behalf and will continue to take orders whilst your products are on line. If you run out of stock or the campaign ends, your products will be deleted from the website(s);
- 3.4 Ideal may market your products on 3rd party sites, including, but not limited to search engines and affiliate networks;
- 3.5 Ideal may market your products via paid search channels optimised for relevant keywords including brand names (where applicable);
- 3.6 You must confirm to us in writing that you have stock available to fulfil orders in advance of a campaign, outlined within the booking form. It is your responsibility to either 1) allocate enough stock to fulfil anticipated demand or 2) provide real time stock updates to us.

- 3.7 Once we have processed the order, you will receive a supplier order listing and despatch notes with attached address labels to despatch the products. You will despatch orders promptly and preferably within 24 hours of receipt (but no later than 48 hours of receipt). Documentation including the direct despatch supplier listings is sent to you by EDI only. It is your responsibility to ensure that the EDI system remains update to date with all despatches completed by you. Ideal will raise a self-billing invoice for all orders that have been confirmed as despatched by you since the last statement run. Payment will made in accordance with clause 7.

4. Refunds/Replacements/Returns

- 4.1 We offer our customers a 14 day money back guarantee unless you advise us of, and we accept, a different period. You must honour this guarantee.
- 4.2 We refund the customer the whole amount of their purchase costs and will charge this to you, plus the cost of returning the products to you and any other costs that are due to us. We will retain any commission, which cover our costs in handling the original order.

5. Return product procedure

- 5.1 When we receive product returns for either a refund or replacement, or if your products are faulty or otherwise non-compliant on delivery to us, a GRN (Goods Return Number) will be sent to you showing the total items to be returned by us for either refund or exchange, and showing how many items are being returned to you. These returns will be sent at various times throughout the month depending upon the level of customer returns. If we have made a refund due to non-receipt of the item by the customer obviously we cannot return the product to you. We do not insure goods in transit to customers.
- 5.2 You will receive from us a self-billing credit note, relating to all GRNs, which summarises the refunds made during the statement period. The cost of returning the goods to you will also be included on the self billing credit note. This document will be sent with the Remittance Advice.

6. Replacement procedure

- 6.1 For products that are returned for replacement by our customer, you are paid for the original order in the normal manner. A self-billing invoice is not raised for the replacement order but the products are despatched to the customer immediately upon notification by Ideal to you.
- 6.2 The item returned for replacement will be returned to you in due course as detailed in clause 5.

7. Charges and Commission

- 7.1 You will pay the commission payments on any sales as set out on the AAT (Available All Time) Booking Form. The commission arrangement will be outlined within the agreed Booking Form and is deducted prior to Ideal making any payment to you for the agreed cost of the goods (as agreed on Booking Form). A statement will be produced on a monthly basis setting out sales made, commission deductions and Openpay and/or Flexipay commission deductions. Payment will be made at the end of each statement period.

7.2 We reserve the right at any time, to withhold up to 20% of the gross amount of your invoice for a maximum period of up to 30 days to cover anticipated returns. Ideal will continuously review your returns rate to ensure that an appropriate amount is withheld.

7.3 If you agree to consumers using Ideal's payment plan provider, Openpay and/or Flexipay, then you must pay a commission on each applicable sale. Full details of the commission rates will be sent to you under separate cover.

8. Data Protection

8.1 Both parties will comply with all applicable requirements of all applicable Data Protection Legislation. The Data Processing Agreement which is supplemental to this Agreement governs the responsibilities and liabilities of each party.

9. Confidentiality

9.1 A party (**Receiving Party**) shall keep in strict confidence all commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of the Disclosing Party's confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations or, in the case of the Customer Party, exercising its rights, under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

9.2 This confidentiality obligation shall not apply to any information which is in the public domain (other than due to your breach) or which has already been independently generated by you, or which is required to be disclosed by law.

9.3 This paragraph 9 of these Applicable Terms shall survive termination of this Agreement.

10. Accounting procedures

10.1 Under the rules of HM Customs & Excise, we operate self-billing invoices for the sale of your products and self-billing credit notes for any refunds. This enables us to undertake a significant workload on your behalf. Under the rules of the scheme we supply you with the original of both the invoices and credit notes.

10.2 The self-billing invoice is a financial document and must be entered as a revenue item in your sales ledger. The self-billing credit note is also a financial document and must also be entered in your sales ledger. By signing this Agreement you confirm your agreement for participation in the scheme which will last for the duration of this Agreement.

- 10.3 Payments due to you will be processed via BACS. A Remittance Advice showing all the entries including self-billing invoices and self-billing credit notes will be sent to you on the day the BACS payment is raised.
- 10.4 The Remittance Advice will show:
- a. Self-billing invoices for sales despatched
 - b. Invoice for our commission or charges (if any)
 - c. Self-billing credit notes for refunds or exchanges or other credits
 - d. Openpay and/or Flexipay commission rates
- 10.5 The payment to you will be calculated on the total of the gross value of the self-billing invoice for product despatched , less self-billing credit notes, less our commission/charges (if any).
- 10.6 The statement period is per Ideal's accounting period and payment to you is made generally during the second week in the following period. On the statement run date, we raise an invoice to you representing our commission /charges (if any).The invoice, with a schedule showing the breakdown of how the commission/charges were calculated ,will accompany the Remittance Advice.
- 10.7 If payment is due, the amount will be credited to your bank account via a BACS payment. If there is a balance due to Ideal, the amount becomes payable on the date shown on the invoice.
- 10.8 The selling price of products includes VAT (unless the product is exempt or zero rated). We have to account to HM Customs & Excise for all VAT collected. If you are not VAT registered, you will receive the net of VAT selling price less our commission/charges. Please notify us if you change your VAT number or your VAT registration is cancelled.

11. Suspension and termination

- 11.1 Ideal may in its discretion suspend its obligation to advertise your products/broadcast a show (as specified in the Booking Form) if:
- a. you are unable to confirm to Ideal's satisfaction that you have sufficient stock available to satisfy demand for products to be featured in a show; or
 - b. you are in breach of any provision of this Agreement or in Ideal's opinion would be unable or unwilling to comply with this Agreement if the show were to be broadcast.
- 11.2 The suspension of a show broadcast will not affect your obligation to make payment in respect of that show pursuant to clause 7 above.
- 11.3 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 10 days the party not affected may terminate this agreement by giving seven (7) days' written notice to the affected party.

- 11.4 Ideal may terminate this Agreement immediately by notice in writing to you:
- a. if a show or shows have been suspended pursuant to clause 11.1 (a) or (b) above; or
 - b. if a Force Majeure Event affects its ability to transmit shows for ten (10) days or more;
- or
- c. if you commit a material or persistent breach of this Agreement (which if capable of remedy is not remedied within fourteen (14) days of notification by us specifying the breach and requiring it to be remedied).
 - d. if a receiver is appointed over substantially the whole of your property or assets, if you make any voluntary arrangement with your creditors or become subject to an administration order, if you are wound up or go into liquidation, or made bankrupt or if anything analogous to the foregoing occurs in any relevant jurisdiction.

Any termination by Ideal in accordance with this clause is without liability and without prejudice to any claim which Ideal may have in respect of breach of the Agreement.

12. Miscellaneous

- 12.1 If you become aware of any defect or possible defect in the products that may or will require the products to be recalled from customers, you will immediately inform us. You will co-operate with us and any applicable regulatory authority. All costs are to your account, including the costs of any product recall.
- 12.2 You will not make any public statement in relation to a product recall without our consent (not to be unreasonably withheld or delayed), unless required by law.
- 12.3 You may not assign or sub-let or otherwise deal, whether in whole or in part, with any rights, claims or obligations under this Agreement.
- 12.4 Any waiver of this Agreement by Ideal must be in writing and signed by a director of Ideal. It will not prevent Ideal from subsequently taking action in respect of the same or other matters.
- 12.6 In the event of any term of this Agreement being held or otherwise deemed to be void and/or unenforceable then it shall be deleted from this Agreement but all of the other provisions will remain in full force and effect.
- 12.7 The rights and benefits under the Agreement are expressly made available to Ideal and all associated companies. Unless otherwise expressly agreed in writing by both of us, nothing in these conditions is intended to confer any rights or benefits on other third parties. No party except Ideal and you shall be required to consent to a variation or termination of the Agreement.
- 12.8 This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English court

- (A) HM Customs & Excise Self Billing Regulations – HMCE FORM ATTACHED – TO BE COMPLETED**
- (B) BOOKING FORM – TO BE AGREED SEPERATELY**
- (C) Data Processing Agreement Forms part of this contract**