

Terms for Bespoke Goods ("Bespoke Terms")

The Bespoke Terms apply in addition to our terms and conditions of sale ("**Terms**").

The following definitions apply to the Bespoke Terms in addition to any terms that are already defined in our Terms:

"Bespoke Goods": Goods manufactured by the Supplier in accordance with the Specification;

"Intellectual Property Rights": patents, rights to inventions, copyright and related rights, trade marks 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, 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, including the right to sue for and recover damages for past infringements;

"Specification": any specification for the Bespoke Goods, including any related plans and drawings, that are provided by or on behalf of, the Customer.

1. The Bespoke Goods are as described in the Specification.
2. The Supplier will manufacture the Bespoke Goods in accordance with the Specification.
3. The Customer is responsible for ensuring that:
 - 3.1 the terms of any applicable Specification is complete and accurate; and
 - 3.2 the manufacture and supply of the Bespoke Goods in accordance with the Specification complies with all applicable laws and/or regulatory requirements in the UK and any other relevant jurisdiction.
4. The Supplier shall not be liable for the Bespoke Goods' failure to comply with the warranty set out in clause 6.1 of the Terms to the extent that the defect or failure of the Bespoke Goods arises as a result of the Supplier manufacturing and supplying the Bespoke Goods in conformity with the Specification.
5. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Bespoke Goods to reflect any increase in the cost of the Bespoke Goods that

is due to any request by the Customer to change the Specification.

6. The Customer shall indemnify the Supplier against and covenant's to pay the Supplier an amount equal to 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 and other professional costs and expenses) suffered or incurred by the Supplier, its agents, employees and subcontractors, in connection with any claim made against the Supplier relating to:
 - 6.1 the actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Specification or the manufacture of the Bespoke Goods by, or on behalf of, the Supplier in accordance with the Specification; and/or
 - 6.2 the manufacture, sale, importation or exportation of any Bespoke Goods supplied and/or manufactured in accordance with the Specification (including but not limited to (and subject to clause 10.1 of the Terms) death, personal injury and/or damage to property caused by any Bespoke Goods supplied and/or manufactured in accordance with the Specification),

and this clause 6 shall survive termination of the Contract.