

Trading Terms and Conditions for Goods and Services
Reprint International Ltd and/or Reprint Services Ltd and/or Reprint Ltd

These terms and conditions regulate the business relationship between you and us. By buying Goods and/or Services from either Reprint International Ltd and/or Reprint Services Ltd and/or Reprint Ltd or using Our Website in any way, you agree to be bound by them.

We are: Reprint International Ltd registered in England Company Number: 09857885
Reprint Services Ltd registered in England Company Number: 07115877
Reprint Ltd registered in England Company Number: 04140750

Our trading address: Unit 10, Enterprise Park, Piddlehinton. Dorchester. Dorset. DT2 7UA. UK

Our telephone number: Within UK: 01305 849254 From outside UK: +44 1305 849254

Our email address: enquiries@reprintinternational.com

Our Registered Office: Reprint International Ltd, Reprint Services Ltd and Reprint Ltd all at:
Unit 10, Enterprise Park, Piddlehinton. Dorchester. Dorset. DT2 7UA. UK.

1. Application of Terms and Conditions

- 1.1 These trading Terms and Conditions for Goods and Services are those of; Reprint International Ltd registered in England Company Number: 09857885 and/or Reprint Services Ltd registered in England Company Number: 07115877 and/or Reprint Ltd registered in England Company Number: 04140750; and
- 1.2 The Supplier shall supply the Goods and Services and the Customer shall purchase the Goods and Services in accordance with either the quotation, specification schedule or accepted orders which shall be subject to these Terms and Conditions; and
- 1.3 The Contract shall be to the exclusion of any other Terms and Conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than a Saturday, Sunday and UK public or bank holiday;

“Commencement Date” means the commencement date for the Contract as set out in either the quotation, specification schedule, accepted orders, warranty or licence;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement whether orally or in writing or any other medium and whether or not the information is expressly stated to be confidential or marked as such;

“Contract” means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;

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| “Contract Price” or “Price” | means the price stated in the Contract payable for the Goods or Services; |
| “Content” | means any material in any form published on Our Website by the Supplier or any third party with the consent of the Supplier; |
| “Customer” | means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier; |
| “Delivery Date” | means the date on which the Goods are to be delivered as per the Terms and Conditions or Customer’s order accepted by the Supplier; |
| “Goods” | means either Goods or Services provided by the Supplier; |
| “Services” | means Services provided by the Supplier; |
| “Intellectual Property Rights” | means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights; |
| “Incoterm” | means pre-defined commercial terms published by the International Chamber of Commerce to describe a specific action or situation; |
| “Month” | means a calendar month; |
| “Our Website” | means www.reprintinternational.com and any website of the Supplier including all web pages controlled by the Supplier; |
| “Supplier” | means either Reprint International Ltd registered in England Company Number: 09857885, and/or Reprint Services Ltd registered in England Company Number: 07115877 and/or Reprint Ltd registered in England Company Number: 04140750, all trading from Unit 10, Enterprise Park, Piddlehinton, Dorchester. Dorset. DT2 7UA. UK, with Registered Offices detailed as above and includes all employees and authorised agents of Reprint International Ltd, Reprint Services Ltd and Reprint Ltd. |

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions in this agreement unless the context otherwise requires to:
- 2.2.1 a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation;
 - 2.2.2 references to any gender shall include the other gender;
 - 2.2.3 these terms and conditions apply to all supplies of Goods and Services by the Supplier to any Customer. They prevail over any terms proposed by the Customer;
 - 2.2.4 any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing; except, where stated otherwise by agreement in writing from a director of the Supplier, any obligation of any person arising from this agreement may be performed by any other person;
 - 2.2.5 in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party with the signed written agreement of the Supplier;
 - 2.2.6 words imparting the singular number shall include the plural and vice versa;
 - 2.2.7 the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
 - 2.2.8 a reference to an act or regulation includes new law of substantially the same intent as that act or regulation;
 - 2.2.9 in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated at £95 per hour;
 - 2.2.10 these terms and conditions apply in any event to you as the Customer (being a purchaser or prospective buyer of the Goods and Services of the Supplier) and, so far as the context allows, additionally to you as a visitor to Our Website;
 - 2.2.11 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail;
 - 2.2.12 “writing”, and any cognate expression, includes a reference to any communication effected with or in any medium or media including by electronic or facsimile transmission or any means;
 - 2.2.13 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.14 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.15 a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.16 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or a paragraph of the relevant Schedule.
 - 2.2.17 a “Party” or “Parties” also refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by a director of the Supplier in writing. By entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

3.3.1 the Supplier's written acceptance;

3.3.2 delivery of the Goods;

3.3.3 provision of the Services; or

3.3.4 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, contract, invoice, terms and conditions or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3.5 This agreement contains the entire agreement between the Parties and supersedes all previous agreements and understandings between the Parties.

3.6 If one or more terms herein prove to be invalid or unenforceable all other Terms and Conditions shall remain valid and enforceable.

3.7 Each Party acknowledges that, in entering into this agreement, reliance is not placed on any representation, warranty, information or document or other term not forming part of this agreement.

3.8 If Our Website is used in any way and/or otherwise the Customer makes an order on behalf of another person, the Customer warrants that they have full authority to do so and the Customer accepts personal responsibility for every act or omission by them.

3.9 Because the Supplier relies on its suppliers, the Supplier does not guarantee that Goods advertised on Our Website or elsewhere are immediately available.

3.10 It is possible that the price may have increased from that posted on Our Website or elsewhere. If that happens, the Supplier will not dispatch the Goods until the Customer has confirmed their wish to buy at the new price.

3.11 If, by mistake, the Supplier has under-priced the Goods, the Supplier will not be liable to supply those Goods to the Customer at the stated price provided that the Supplier notifies the Customer before dispatch to the Customer.

3.12 Banking charges by the Supplier's receiving bank on payments in Pounds Sterling will be borne by the Supplier. All other charges relating to payment in a currency other than

Pounds Sterling to enable cleared receipt of agreed funds by the Supplier in Pounds Sterling will be borne by the Customer.

- 3.13 The Supplier may change these terms from time to time. The terms that apply to the Customer are those posted on Our Website on the day the Customer orders Goods.
- 3.14 If the Customer buys Goods from the Supplier under any arrangement which also involves payment via Our Website; these terms still apply.
- 3.15 The Supplier does not sell the Goods in all countries and may refuse to deliver the Goods if the Customer is within a Country the Supplier does not serve.
- 3.16 The price of the Goods does not include any transport or delivery charge or delivery insurance cover which are the responsibility of the Customer, see Clause 12.
- 3.17 If the Supplier owes money to the Customer for any reason, the Supplier will refund by the method and/or means of Customer payment as soon as reasonably practicable but in any event no later than seven working days from the date when the Supplier acknowledges that repayment is due.

4. The Goods

- 4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier or the Supplier's authorised representative and where necessary any relating deposit is credited to the Supplier's bank account.
- 4.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order if such variation(s) is/are accepted by the Supplier. The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, websites or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss including loss of profit, costs including the cost of all labour and materials used, damages, charges and expenses incurred by the Supplier as a result of such cancellation.
- 4.6 The Supplier reserves the right to accept or refuse orders.
- 4.7 The Supplier reserves the right to cancel any incomplete order or to suspend delivery if the Customer fails to observe their part of any Terms of this Contract or if the Supplier, in good faith, suspects the Customer may do so.
- 4.8 No waiver by the Supplier of any default on the part of the Customer shall be deemed to be a waiver of any prior or subsequent default, nor shall such waiver affect the rights of the Supplier contained herein.
- 4.9 In addition to the rights and remedies of the Supplier contained within these Terms and Conditions, the Supplier shall have all the rights and remedies conferred by law, and shall

not be required to proceed with this agreement if the Customer is in default in performance of this, or any other agreement, with the Supplier.

- 4.10** The Customer undertakes not to remove, deface, cover or obliterate any and/or all Supplier's branding, colour scheme, logo and/or nameplate/s from the Goods sold subject to this Contract.
- 4.10.1 Variation of sub-clause 4.10 allowing the customer own labelling or Private Label Branding of the supplier's goods strictly requires the Supplier's written permission within a separate agreement by the Supplier granting a specific licence upon payment of a licence fee by the Customer; Clause 5.
- 4.11** Should the Supplier incur any extra costs due to lack of Customer's instructions, resulting overtime working, abortive deliveries, suspension of work, or delays caused by others, such extra cost will be added to the Contract price and accordingly paid by the Customer.
- 4.12** A charge, to be assessed according to circumstance additional to the agreed quoted price, will be made by the Supplier for payment by the Customer if the site where the Customer's equipment (the Goods) is/are to be installed is/are not ready, or without sufficiently substantial level flooring to correctly support the machine/s (the Goods) or without cleared passage and location easily accessible for normal carriage or transport from a ground floor site.
- 4.13** It is the Customer's sole responsibility to obtain all necessary permissions and consents for any installation of machinery (the Goods) which may be required by law, regulations or by third parties including the supply of necessary electricity and relevant services to comply with regulations.
- 4.14** Supplier's prices quoted are based on the Supplier's standard production drawings and specification of materials. The Customer may request reasonable variations, which if approved will only be agreed subject to payment by the Customer of any agreed additional charge in addition to the quoted price and confirmed in writing by a director of the Supplier. Under no circumstances may the Customer instruct anyone to, nor may themselves, modify any Goods or carry out variations of any kind without the written consent of the Supplier. The Supplier will not be liable for any liability, costs or damage howsoever arising from such modification/s or variation/s either with the Supplier's consent or from a breach of this condition.
- 4.15** If any of the Supplier's materials specified are not available the Supplier reserves the right without notice to substitute other materials which in the opinion of the Supplier are suitable.

5. Customer Own Labelling / Private Label Product Branding

- 5.1** Own labelling or Private Label Product Branding of the Supplier's Goods in any respect by the Customer requires the Supplier's written permission within a negotiated separate agreement with Terms and Conditions additional and supplemental to, not replacing, the Supplier's existing Terms and Conditions with the Supplier granting a specific licence upon payment of a licensing fee by the Customer.
- 5.2** The licence fee charged by the Supplier to the Customer for each Private Label Product, the Supplier's Goods, shall be by individual agreement and licence.
- 5.3** Minimum sales for Private Label Products, the Supplier's Goods, shall be by agreement. If any Private Label Product, the Supplier's Goods, does not meet an agreed sales minimum, the Supplier will have the right to discontinue such Product upon written notice to the Customer.

- 5.4 Supplier and Customer agree to review the Supplier's Licence pricing one year from the Commencement Date of the licence.
- 5.5 The Customer, The Licensee, shall not have the right to sublicense its licensing rights nor shall The Customer, The Licensee, permit any re-branding, modification or reproduction of the Private Label Licensed Products, Supplier's Goods, in any way.
- 5.6 The Supplier retains the right, in accordance with legislation, for the Supplier's name, address and contact details to appear upon the Supplier's individual manufacturing plate or label of modest size affixed, in the case of machines, to the rear of the Supplier's Goods or for the Supplier's other products located in accordance with the specific licence by agreement; wheresoever all such manufacturing plates or labels of the Supplier are agreed to be located, whether or not they may not be in immediate view, such plates or labels are not to be removed, obscured, obstructed or covered.
- 5.7 For the avoidance of doubt, the Private Label Products Licence confers a licence to the Customer to brand the Supplier's products, the Supplier's Goods, only in the branding of the Customer and does not confer any rights or privileges beyond that licence.

6. Customer's Obligations

- 6.1 During the continuance of the Agreement/s the Customer shall:
 - 6.1.1 provide, free of charge, reasonable usage of machine (the Goods) time, communications, stationery, media, suitable working accommodation and access deemed necessary by the Supplier to fulfil the installation, servicing and/or warranty Agreement and shall provide an appropriate environment or platform to enable the Supplier to provide the Services or test run any Product (the Goods) and, in particular, the Customer warrants to the Supplier that the Customer shall provide an environment capable of receiving the Services, Goods or Products;
 - 6.1.2 furnish the Supplier promptly upon receipt of a request such information as the Supplier may reasonably require for the provision of the Services;
 - 6.1.3 nominate prior to the provision of any of the Services under the Agreement an authorised representative to be its prime point of contact with the Supplier during the continuance of the Agreement;
 - 6.1.4 ensure the accuracy and validity of all data and technical information provided to the Supplier;
 - 6.1.5 allow the Supplier reasonable access to its employees or authorised personnel for the purpose of investigation and discussion in connection with the Agreement and ensure that its employees cooperate fully with the Supplier in relation to the provision of the Services;
 - 6.1.6 provide free and safe access to the Location as is necessary by the Supplier to comply with its obligations under the Agreement;
 - 6.1.7 ensure that equipment provided by the Supplier for the purpose and provision of the Agreement shall not be modified, changed or removed without prior written permission of the Supplier. Where such equipment is modified, changed or removed then the cost of restoring or replacing the equipment shall be recovered by the Supplier from the Customer;
- 6.2 The Customer shall take all reasonable assessments and precautions to ensure the health and safety of the Supplier's employees and/or authorised contractors while on the Customer's premises;

- 6.3 The Supplier shall not be liable to the Customer in any civil proceeding brought by the Customer against the Supplier under any Health and Safety Regulations, except where such exclusion of liability is prohibited by law;
- 6.4 The Customer shall indemnify and keep indemnified the Supplier in respect of any liability, monetary penalty or fine in respect of or in connection with the Product/s and Services (the Goods) incurred directly or indirectly by the Supplier under any Regulations, orders or directions made thereunder arising or resulting from the Customer's default.

7. The Services

- 7.1 With effect from the Commencement Date the Supplier subject to these Terms and Conditions in consideration of the agreed price being paid will provide the Services expressly identified in the quotation, specification schedule or accepted order.
- 7.2 The Supplier will use reasonable care and skill to perform the Services identified in the quotation, specification schedule or accepted order.
- 7.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

8. Price

- 8.1 The price of the Goods and Services shall be the price listed in the Supplier's quotation, specification schedule, accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 8.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for thirty days only or such lesser time as the Supplier may specify.
- 8.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 8.4 Except as otherwise stated under the terms of any quotation, specification schedule, accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging of the Goods.
- 8.5 The price is exclusive of any applicable value added tax, excise duties, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

9. Website Sales; Security of your credit card

- 9.1 The Supplier takes care insofar as is reasonably possible to make Our Website safe for use.

- 9.2 Card payments are not processed through pages controlled by the Supplier. The Supplier uses one or more online payment service providers who will encrypt the Customer's card or bank account details in a secure environment for which the online payment provider is responsible.
- 9.3 If the Customer has asked the Supplier to remember credit card details in readiness for their next purchase or subscription, The Supplier will securely store such payment details on the Supplier's systems. These details will be fully encrypted and only used to process automatic monthly payments or other transactions initiated by the Customer.

10. Payment

- 10.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services when the Goods are ready for collection Ex-Works being the time the Supplier has notified the Customer that the Goods are ready for collection by the Customer's nominated carrier.
- 10.2 A 50% deposit reflecting 50% of the total agreed sales price is due for Supplier's Goods, in accordance with the Supplier's quotation, specification schedule or accepted order, payable upon Customer's order crediting the Supplier's nominated bank account and upon clearance receipt of the 50% deposit and agreed terms in accordance with the Terms and Conditions and Agreement then the order shall be deemed as received by the Supplier. Unless varied by written agreement of a director of the Supplier, the Customer's balancing 50% payment in settlement for the Goods is due and payable to the Supplier when the Goods are available for delivery Ex-Works and upon the Supplier's cleared receipt of the 50% balancing settlement the Goods will be released to the Customer.
- 10.3 Should a director of the Supplier have agreed a specific credit account facility confirmed in writing, the Customer shall pay the price of the Goods, less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off, within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for specific payment will be issued only upon request.
- 10.4 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 10.5 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

11. Payment on Supplier-Approved Running Credit Account

This applies to Goods other than Printing Machines or Stencil Machines and Services should Supplier-approved credit account facilities for Goods and services have been granted to the Customer in writing by a director of the Supplier;

- 11.1 Payment in Pounds Sterling is due to reach the bank account of the Supplier before 30 days (thirty days), or such time as agreed by the Supplier in writing, following delivery of the Goods. Kindly note that cheque payment may take some days to clear.

- 11.2 Upon request, the Supplier will supply details of the Supplier's bank account so as to enable the Customer to pay directly by Internet or telephone banking, CHAPS or BACS.
- 11.3 The accounting system of the Supplier will automatically charge overdue interest to the Customer's account after the 30 day due date at the interest rate of 3% (three percent) per month or part-month thereof.
- 11.4 If money due remains overdue after 60 days, the overdue interest rate charged by the Supplier rises to 6% (six percent) compound interest rate thereafter per month or part-month thereof. The Customer agrees that this does not represent a penalty but is a reasonable estimate of the loss incurred by the Supplier as a result of not receiving the money on the due date.

12. Delivery and Performance

- 12.1 The Goods will be delivered Incoterm Ex-Works at the premises of the Supplier, advice of readiness of the Goods for collection by the Customer being the Delivery Date at which time risk of damage or loss of the Goods shall pass to the Customer.
- 12.2 It is the responsibility of the Customer to make arrangements and pay for insurance, collection, transport and delivery of the Goods from the Supplier to the Customer's premises.
- 12.3 All rights, obligations, conditions and matters relating to the above delivery and relating delivery Incoterms shall apply to this contract. So far as any cost is not allocated by the relevant Incoterm, delivery other than Ex-Works is applicable, it shall be payable by the Customer.
- 12.4 The Customer will pay any delivery handling and shipping or other incidental costs and expenses the Supplier has incurred or will incur in relation to the Goods.
- 12.5 Upon collecting Goods from the Supplier's premises then: the Supplier may not be able to assist the Customer or their authorised representative in loading heavy items; Goods are at the Customer's risk from Supplier's advice to the Customer of readiness of Goods for collection by the Customer or their authorised representative or Carrier from the Supplier's premises; the Customer agrees the Customer is responsible for everything that happens after the Customer or their authorised representative or carrier takes possession of the Goods, both on and off the Supplier's premises, including damage to property of any sort, belonging to any person.
- 12.6 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date or Goods advised ready for collection upon giving reasonable notice to the Customer.
- 12.7 Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when the Customer places their order.
- 12.8 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered or collected on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 12.1 risk in the Goods shall remain with the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 12.9 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and either the quotation,

specification schedule or accepted orders, provide the Services expressly identified in either the quotation, specification schedule or accepted orders.

13. Non-Delivery of Goods and Services

If the Supplier fails to deliver the Goods or provide the Services or any of them on the Delivery Date or Commencement Date as appropriate, other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault; if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery.

14. Risk and Retention of Title

14.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

14.1.1 in the case of Goods to be delivered at the Supplier's premises, Infoterm Ex-Works, the time when the Supplier notifies the Customer that the Goods are available for collection, being the Delivery Date; or

14.1.2 in the case of Goods to be delivered otherwise than Ex-Works at the Supplier's premises, the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, is the Delivery Time when the Supplier has tendered delivery of the Goods Ex-Works. The Supplier is not responsible for risk of damage or loss of the Goods thereafter Ex-Works Delivery Time and any arrangements the Customer may make for collection, transport and delivery of the Goods from the Supplier to the Customer's premises is the Customer's responsibility and it is for the Customer to arrange and pay for the appropriate transport and insurance cover.

14.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.

14.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

14.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness or claim or assume as an asset any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall without prejudice to any other right or remedy of the Supplier forthwith become due and payable.

14.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements.

14.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

14.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;

- 14.6.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 14.6.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 14.6.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

15. Assignment

- 15.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.
- 15.2 The Customer shall not be entitled to assign the Contract or any part of it without the written consent of a director of the Supplier.

16. Defective Goods

- 16.1 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 16.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions whether given orally or in writing, misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 16.3 Goods, other than defective Goods returned under sub-Clauses 16.1 or 16.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
- 16.4 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 16.5 The Customer shall be responsible for ensuring that any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements including suitable load-bearing floor integrity siting and that handling and use of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

17. Customer's Default

- 17.1** If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 17.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
 - 17.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services and/or the goods and/or services supplied under any other contract between the Customer and the Supplier as the Supplier may think fit notwithstanding any purported appropriation by the Customer;
 - 17.1.3 charge interest on the Customer's overdue account after the 30 day due date at the interest rate of 3% (three percent) per month or part-month thereof;
 - 17.1.4 charge interest on the Customer's overdue account If money due remains overdue after 60 days, the overdue interest rate charged by the Supplier shall rise to 6% (six percent) compound interest rate thereafter per month or part-month thereof. The Customer agrees that this does not represent a penalty but is a reasonable estimate of the loss incurred by the Supplier as a result of not receiving the money.
- 17.2** Legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or irrevocable cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 17.3** Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 17.4** The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, claim or assume as an asset any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall without prejudice to any other right or remedy of the Supplier forthwith become due and payable.
- 17.5** Notwithstanding above clauses, the Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the aforementioned storage and identification requirements.
- 17.6** The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 17.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
 - 17.6.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - 17.6.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

- 17.6.4 encumbrancer takes possession of any of the property or assets of the Customer;
- 17.6.5 the Customer ceases, or threatens to cease, to carry on business; or
- 17.6.6 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
- 17.6.7 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer;
- 17.6.8 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

18. Liability

- 18.1 The Supplier shall not be liable for loss or damage arising from delays in delivery, interruption of any kind or damage resulting from Acts of God, Government Orders, Strikes, War, Delay in Delivery of Manufacturing material or any circumstances beyond the Company's control. None of these events shall entitle the Customer to cancel the contract and the delivery dates shall be extended accordingly.
- 18.2 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract or these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims whether caused by the Supplier's servants or agents or otherwise which arise out of or in connection with the supply of the Goods and Services.
- 18.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 18.4 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (the Goods) including that of third parties caused by the Customer, its agents or employees.
- 18.5 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 18.6 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

- 18.7** The Supplier shall not be liable to the Customer for any electrical wiring, plumbing, building works, making good, or any materials or devices not specifically mentioned in the Quotation;
- 18.7.1 any casual labour costs of hiring, lifting or handling equipment or scaffolding required to convey goods supplied to the site;
- 18.7.2 cost of lighting, power, heating and water required during erection and installation of equipment at site;
- 18.7.3 any insurances payable relating to the above.
- 18.8** The Supplier's Quotation and Specifications are based on the Customer's undertaking in accordance with these Terms and Conditions that the Goods can be delivered and installed in a safe position in accordance with law, regulations and/or consent of third parties to allow a permanent constant supply of free air to the Supplier's machines (the Goods) at a temperature not higher than 37.75c (thirty seven point seven five degrees Centigrade) equivalent 100f (one hundred degrees Fahrenheit). If upon delivery for installation these necessary installation conditions neither exist nor were disclosed to the Supplier prior to delivery, the Supplier reserves the right at the Supplier's option either to cancel the Contract or make an extra charge above the price quoted payable by the Customer for the costs of carrying out any required modifications necessary to enable installation at the Customer's risk or cancel the warranty.
- 18.9** The Supplier will use its best endeavours to carry out any installation in a professional workmanlike manner and to the best of its ability, but shall not be liable for any damage caused to persons or property in or about the Customer's premises caused by situations or reasons beyond the control of the Supplier, its employees or authorised personnel.
- 18.10** Any agreed specified installation delivery date will only be of effect should the Supplier not be subjected to delay and/or obstructed in its delivery and/or installation work by insufficient preparation by other persons, trades or parties engaged on the installation site or deficiencies of installation preparation by the Customer. It is essential with time being of the essence that any other preparation work or arrangements must be completed sufficiently early by the Customer to enable the Supplier properly anticipated time for ease of access, complete available working facilities and a site cleared for installation.
- 18.11** If after delivery, but before completion of installation, damage to or destruction of any part of the Supplier's equipment (the Goods) on site arises from any accident, theft or malicious intent, or from war, fire or any cause beyond the Supplier's control, the Supplier is not held liable but may, if at the Customer's express written request, make good without liability the damage or destruction and the Supplier make an additional charge to the customer, with the Customer's prior written agreement, to the Customer in respect thereof payable by the Customer. The extra charge will be assessed and calculated in accordance with the Supplier's standard Charges and Terms subject to individual circumstance assessment. If further work shall be impracticable the Customer shall pay for the equipment (the Goods) and labour already supplied, and the Contract finalised.
- 18.12** The Customer shall be solely responsible for the cost of protecting the equipment (the Goods) against damage or destruction after delivery howsoever caused.
- 18.13** Where the Customer is to provide materials to be used in connection with the Contract they must be in good condition and suitable for the purpose for which they are intended. Any replacement found necessary after the inspection and/or testing by the Supplier whose decision in this respect shall be final will be charged by the Supplier payable by the Customer in addition to the quoted price.

- 18.14** The Supplier shall not accept responsibility for the condition of any existing plant, machinery or any fittings of any kind, which may be connected to, or are used in conjunction with, the machinery (the Goods) supplied by the Supplier.
- 18.15** The Supplier shall not accept liability for failure due to temperature, humidity, water ingress or any circumstance beyond normal operating conditions.
- 18.16** Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- 18.16.1 for death or personal injury caused by the Supplier's negligence;
 - 18.16.2 or any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
 - 18.16.3 for fraud or fraudulent misrepresentation.
- 18.17** Subject to the remaining provisions:
- 18.17.1 the Supplier's total liability in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
 - 18.17.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

19. Intellectual Property

- 19.1** The Supplier will retain all rights in and to its patents, patent applications, patent disclosures, inventions and improvements whether patentable or registerable or not, copyrights and copyrightable works, computer programs and name registrations and computerised applications therefor, including any software, firmware, codings, source code, trade secrets, formulas, know-how, database rights, designs, drawings and all other forms of intellectual property including trademarks, registered names, websites, email addresses, writings in any form, media or medium, artistic and any other depictions or representations or other forms otherwise detailed within these Terms and Conditions, collectively, Intellectual Property, created, developed or conceived by the Supplier.
- 19.2** To the extent the Supplier creates any updates, derivative works, changes or modifications of any Intellectual Property owned by the Supplier or Intellectual Property incorporating any Confidential Information of the Supplier in performance of the Services, such updates, derivative works, changes, modifications or Intellectual Property will be owned solely by the Supplier.
- 19.3** All other work product created by the Supplier in performance of the Services and all Intellectual Property therein will be owned solely by the Supplier.
- 19.4** The Supplier will defend their intellectual property rights in connection with all Goods, information and Our Website, including Trademarks, Registered Names, copyright in the Content whether provided by the Supplier or by any other content provider including copyright in software, drawings, plans, designs, text, graphics, logos, icons, images, audio clips, digital downloads and data.
- 19.5** The Customer must comply with the terms of the Supplier's software conditions and licenses.

19.6 No person or Party, without the written permission of a director of the Supplier, may use, copy, modify, publish, transmit, transfer, rent, lend, lease, sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any in whole or in part anything to which The Supplier claims as their Intellectual Property.

20. Warranty

20.1 The Supplier and Service Provider shall guarantee that the product of all Goods and Services provided will be free from any and all defects for a period of twelve months from Delivery Date or otherwise by agreement that shall be defined in the Sales Offer or Agreement.

20.2 If any defects in the product of the Services appear during the warranty period the Supplier and Service Provider shall rectify any and all such defects at no cost to the Customer.

21. Confidentiality

21.1 The Supplier and the Customer shall keep confidential the following:

21.1.1 the Agreement and all other information of the other party obtained under, or in connection with, the Agreement; and

21.1.2 all oral communications, representations and information of any kind made by either party or their representatives or advisors pursuant to the conclusion or fulfilment of the Agreement.

21.2 The provisions of this Clause 20 shall not apply to:

21.2.1 any governmental or other authority or regulatory body;

21.2.2 any disclosure of the information contained in previous Clauses for which the written agreement of both parties has been obtained;

21.2.3 any information in the public domain otherwise than as a result of a breach of the Agreement;

21.2.4 information that was already in the possession of the receiving party prior to disclosure by the other party; and

21.2.5 information obtained from a third party who is free to divulge the same with the written agreement of a director of the Supplier.

21.3 The Supplier and the Customer shall divulge confidential information only to those employees who are directly involved in the use of the Product/s (the Goods) and shall ensure and accept responsibility that such employees are aware of and comply with these obligations as to confidentiality.

21.4 The obligations of the parties as to disclosure and confidentiality shall come into effect on the signing of the Agreement and shall continue in force notwithstanding the termination of the Agreement.

22. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

23. Foreign taxes and duties

- 23.1 If the Customer is not in the UK we have no knowledge of, and no responsibility for, the laws in the Country of that Customer.
- 23.2 The Customer is responsible for purchasing Goods which they may lawfully import.
- 23.3 The Customer is responsible for the payment of any UK export duties or taxes which may be levied and for any import duties and taxes of any kind levied in their own Country.

24. Communications

- 24.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by a Director of the Supplier or by a person duly specifically authorised by a Director of the Supplier or a duly authorised officer of the Party giving the notice.
- 24.2 Notices shall be deemed to have been duly given:
 - 24.2.1 when delivered, if delivered personally or by courier or other messenger including recorded delivery post, registered delivery post or special delivery post mail during the normal business hours of the recipient; or
 - 24.2.2 when sent, if transmitted by facsimile or email and a successful transmission report or return receipt noted as read is generated; or
 - 24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 24.3 All notices under this Agreement shall be addressed to the most recent address, email address, or facsimile number notified to the other Party.

25. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, computer failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

26. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

27. Severance

The Parties agree that, in the event one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of these Terms and Conditions and, by extension, the Contract. The remainder of these and the Contract shall be valid and enforceable.

28. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement/s.

29. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

30. Non-Solicitation

30.1 Neither Party shall, for the Term of the Agreement and for three years after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

30.2 Neither Party shall, for the Term of the Agreement and for three years after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

31. Arbitration

31.1 Subject to the agreement of the parties, if any dispute or difference shall arise between the Supplier and the Customer on any matter relating to or arising out of the Agreement, such a dispute shall be referred to the arbitration of a single Arbitrator to be agreed upon by the parties or failing agreement to be appointed by the then President of the Law Society of England and Wales.

31.2 Nothing in Clause 30 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

32. Law and Jurisdiction

32.1 These Terms and Conditions and the Contract including any non-contractual matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.

32.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract including any non-contractual matters and obligations arising therefrom or associated therewith shall fall within the jurisdiction of the courts of England and Wales.

10th May 2018