

Terms and Conditions of Supply

1 Interpretation

1.1 Definitions:

- 1.1.1 “**Buyer**”: the person or organization who purchases the Goods from the Supplier
- 1.1.2 “**Conditions**”: the terms and conditions set out in this document as amended from time to time in accordance with clause [insert]
- 1.1.3 “**Contract**”: the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions
- 1.1.4 “**Force Majeure Event**”: an event or circumstance beyond a party’s reasonable control including fire, flood, storm, Act of God, war, riot, civil commotion, strikes, lock-outs and other industrial action
- 1.1.5 “**the Goods**”: the goods (or any part of them) set out in the Order
- 1.1.6 “**Intellectual Property Rights**” means patents, copyrights, registered and unregistered design rights, registered and unregistered trade and service marks, confidential information and such rights as are protected by the law of passing off
- 1.1.7 “**Order**”: the Buyer’s order for the Goods, as set out in the Buyer’s purchase order form
- 1.1.8 “**Specification**”: any specification for the Goods, including any related plans, drawings, Computer generated Cad data and technical documents supplied that is agreed in writing by the Buyer and the Supplier

1.1.9 **“Supplier”**: Patterns and Moulds Limited (registered in England and Wales with company number 00917280.)

1.1.10 **“Supplier’s Premises”** means the Supplier’s premises at Wymeswold Industrial Park, Burton on the Wolds, Loughborough, Leicestershire, LE12 5TY

1.2 Interpretation

1.2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1.2.3 A reference to writing or written includes emails

2 Scope of Contract

2.1 The terms set out below, together with any Specification referred to, apply to the Contract between the Supplier and the Buyer to the exclusion of any other terms that the Buyer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order at which point the Contract shall come into existence

2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force

2.5 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 2 (two) calendar months from its date of issue

- 2.6 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

3 Delivery

- 3.1 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence unless notice to the contrary is served. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with instructions that are relevant to the supply of the Goods.
- 3.2 Any unforeseen costs associated with the movement and delivery of items classed as abnormal are the responsibility of our customer. Such as for example upon the submission of a movement order we are advised that certain Police forces wish to escort the load these costs associated with such and the removal / reinstallation costs of any signage or items classed as street furniture.
- 3.3 Unless expressly stated to the contrary on the Supplier's quotation, the Buyer shall collect the Goods from the Supplier's Premises within 7 (seven) calendar days of the Supplier notifying the Buyer that the Goods are ready.
- 3.4 Delivery is completed on the completion of loading of the Goods at the Supplier's Premises
- 3.5 If the Customer fails to take delivery of the Goods within 7 (seven) calendar days of the supplier notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 3.5.1 Delivery of the Goods shall be deemed to have been completed at 9.00am on the 7th (seventh) calendar day after the day on which the Supplier notified the Customer that the Goods were ready; and
- 3.5.2 The Supplier shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance) including costs of effecting delivery at an alternative location to the Supplier's Premises if and as agreed with the Buyer and including reasonable charges for arranging such storage or delivery
- 3.6 If 10 (ten) calendar days after the day on which the Supplier notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, the Supplier may at its sole discretion:
- 3.6.1 Treat the Buyer's failure as a repudiation of the contract and terminate the Contract with immediate effect;

- 3.6.2 Recover the full price of the Goods as per the Order
- 3.6.3 Recover from the Buyer damages for any losses caused by the Buyer's breach
- 3.6.4 Continue to store the Goods and charge the Buyer for all related costs and expenses (including insurance) including reasonable charges for arranging such storage and insurance
- 3.6.5 Resell or otherwise dispose of the part or all of the Goods as the Supplier deems fit;
- 3.6.6 After deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the goods
- 3.7 If Goods are stored due to the Buyer's failure to take delivery in accordance with clause 3.2 the Goods shall be stored at the Buyer's risk

Save as set out at clause 4 below, if the Supplier fails to deliver in part or in total the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the supplier with instructions that are relevant to the supply of the Goods.

4 Quantities

- 4.1 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately by the Buyer. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment or the Contract.

5 Quality

- 5.1 The Supplier warrants that on delivery the Goods shall:
 - 5.1.1 Conform with their description and any applicable Specification; and
 - 5.1.2 Be free from material defects in design, material and workmanship; and
 - 5.1.3 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

- 5.2 Subject to clause 5.3, if:
 - 5.2.1 The Buyer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 The Supplier is given a reasonable opportunity to examine such Goods; and
 - 5.2.3 The Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's Premises (at the Supplier's cost), the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
 - 5.3.1 The Buyer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - 5.3.2 The defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 The defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Buyer;
 - 5.3.4 The Buyer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5 The defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 The Goods differ from their description or any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13-15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Payment

- 6.1 The price of the Goods shall be the price set out in the Order, or our quote & order confirmation, whichever is the higher
- 6.2 The price of the Goods:
 - 6.2.1 Excludes amounts in respect of value added tax (VAT) which the Buyer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 6.2.2 Excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 6.3 The Supplier may invoice the Buyer for the Goods on or at any time after the completion of any delivery including a delivery of an instalment
- 6.4 Payment is due within 30 (thirty) days of the invoice date. Time for payment is of the essence. Payment shall be in UK pounds sterling unless otherwise agreed and evidenced in writing between the Buyer and the Supplier. Payment shall be made to the bank account nominated in writing by the Supplier.
- 6.5 The Supplier may, by giving notice to the Buyer at any time up to 7 (seven) days before delivery, increase the price of the Goods to reflect any increase in the costs of the Goods that is due to:
 - 6.5.1 Any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.5.2 Any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 6.5.3 Any delay caused by any instructions of the buyer or failure of the Buyer to give the Supplier adequate or accurate information or instructions.
- 6.6 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Supplier to the Buyer.
- 6.7 If the Buyer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay

interest on the overdue amount at the date of 8 (eight) per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

7 Termination

- 7.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- 7.1.1 The Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that reach within 14 (fourteen) days of that party being notified in writing to do so;
 - 7.1.2 The Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 7.1.3 The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 7.1.4 The Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.
- 7.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Supplier if the Buyer becomes subject to any of the events listed in clause 7.1.1 to 7.1.4, or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 7.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 7.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid

invoices and interest whether or not the outstanding unpaid invoices relate to this Contract or otherwise.

- 7.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination.
- 7.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after the termination shall remain in full force and effect.

8 Title and Risk

- 8.1 The risk in the Goods shall pass to the Buyer on completion of delivery.
- 8.2 Title to Goods delivered shall not pass to the Buyer until the Buyer has paid all sums due to the Supplier whether in respect of the Goods or any other goods which the Supplier has supplied to the Buyer in which case title will pass when all sums due to the Supplier from the Buyer are paid for in cleared funds.
- 8.3 Until title in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall:
 - 8.3.1 Hold them as bailee for the Supplier and shall store them separately from any other goods in the possession of the Buyer or any other person in such a way that they remain identifiable as belonging to the Supplier
 - 8.3.2 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 8.3.3 Notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.1.1 to 7.1.4 above; and
 - 8.3.4 Give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.4 The Buyer may resell the Goods in the ordinary course of its business (but not otherwise) before the conditions in clause 8.2 are satisfied in which case:
 - 8.4.1 Any sale shall be effected by the Buyer as principal and not as the Supplier's agent;
 - 8.4.2 The Buyer will hold the proceeds of any such resale as trustee for the Supplier and those proceeds shall be kept separate from its own monies in a separate identifiable bank account.

- 8.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 7.1.1 to 7.1.4, then, without limiting any other right or remedy the Supplier may have:
 - 8.5.1 The Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 8.5.2 The supplier may at any time:
 - 8.5.2.1 Require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 8.5.2.2 If the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recovery them.

9 Intellectual Property

- 9.1 The Supplier believes that the Goods do not infringe any Intellectual Property Rights of any third party and is not aware of any adverse third party Intellectual Property Rights affecting the goods, other than those expressly disclosed to the Buyer.
- 9.2 The Buyer warrants that it is not aware that the Goods infringe or may infringe any Intellectual Property Rights of any third party or of any allegation that the Goods infringe any Intellectual Property Rights of any third party
- 9.3 If the Buyer becomes aware that the Goods infringe or may infringe any Intellectual Property Rights of any third party or becomes aware of an allegation that the Goods infringe any Intellectual Property Rights of any third party, the Buyer shall:
 - 9.3.1 Promptly notify the Supplier of such infringement or potential infringement or allegation as the case may be;
 - 9.3.2 Allow the Supplier to respond to any allegation and/or defend any claim as the supplier thinks fit and have sole control, at the Supplier's expense, of any litigation and/or negotiations relating thereto;
 - 9.3.3 Not without the Supplier's consent make any admission of liability in respect of the infringement or allegation.

- 9.4 The Buyer will indemnify the Supplier in respect of any loss arising out of a failure by the Buyer to:
- 9.4.1 Disclose to the Supplier that the Goods infringe or may infringe any Intellectual Property Rights of any third party; or
 - 9.4.2 Notify the Supplier of any allegation that the Goods infringe any Intellectual Property Rights of a third party;
- 9.5 The Buyer will not without the Supplier's written permission resell any goods supplied under this Contract from which any label or logo relating to the Supplier has been removed or altered.

10 Force Majeure

- 10.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for [number of weeks/months], the party not affected may terminate this Contract by giving [number of days/weeks] written notice to the affected party.

11 Applicable Law and Jurisdiction

- 11.1 The formation, construction and performance of the Contract shall be governed in all respects by the law of England and Wales
- 11.2 It is expressly agreed that the English courts shall have the sole jurisdiction to decide any dispute arising out of or in connection with the formation, construction or performance of the Contract.

12 Miscellaneous

- 12.1 The Supplier may at any time assign, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 12.3 Any clause, or part thereof, which is or becomes invalid, illegal or unenforceable shall be treated as severable from the remainder of this contract and shall not affect the validity or enforceability of the Contract or any surviving clause.

- 12.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.5.1 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.