

**STANDARD TERMS AND CONDITIONS  
FOR SUPPLY OF GOODS AND SERVICES**

**OF**

**LE MARK SELF ADHESIVE LTD.**

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5 "Supplier" means Le Mark self Adhesive Ltd., Houghton Hill Industries, Houghton, Huntingdon, Cambridgeshire, PE28 2DH

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer. It should be noted that, as a protection to customers, Le Mark Self Adhesive Ltd. fully comply with the Consumer Protection (Distance Selling) Regulations 2000.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

**3 PRICE AND PAYMENT**

- 3.1.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer on the day that the goods are despatched.
- 3.2 Any invoice queries must be notified to our accounts department in writing within 30 days of the invoice date. Failure to do this means that invoices due for full payment as per the agreed terms.

- 3.3 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate calculated by the application of the Late Payment Act . In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

#### **4 SPECIFICATION OF THE GOODS**

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

#### **5 DELIVERY**

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.2 All risk in the goods shall pass to the Customer upon delivery.

#### **6 TITLE**

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

#### **7 CUSTOMER`S OBLIGATIONS**

- 7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
- 7.1.1 co-operate with the Supplier;
  - 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
  - 7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
  - 7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

- 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
- 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
- 7.4.2 if applicable, the timetable for the project will be modified accordingly;
- 7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

## **8 ALTERATIONS TO THE SPECIFICATION DOCUMENT**

- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

## **9 WARRANTY**

- 9.1 The Supplier warrants that as from the date of delivery for a period of twelve months, providing they are stored correctly, the goods and any component parts, where applicable, are free from any defects in design, workmanship, construction or materials.
- 9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

## **10 INDEMNIFICATION**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

## **11 LIMITATION OF LIABILITY**

- 11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

## **12 TERMINATION**

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

- 12.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

### **13 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

### **14 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

### **15 INDEPENDENT CONTRACTORS**

The Supplier and the Customer are contractors independent of each other and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

### **16 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

### **17 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**18 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

**19 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

**20 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

**21 NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**22 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## SPECIFICATION DOCUMENT

**NAME OF SUPPLIER:**

[NAME OF SUPPLIER]

**BUSINESS ADDRESS OF SUPPLIER:**

[ADDRESS OF SUPPLIER]

**REGISTERED COMPANY ADDRESS OF SUPPLIER:**

[REGISTERED COMPANY ADDRESS OF SUPPLIER]

**NAME OF CUSTOMER:**

[NAME OF CUSTOMER]

**ADDRESS OF CUSTOMER:**

[ADDRESS OF CUSTOMER]

**DESCRIPTION OF GOODS:**

[DESCRIPTION OF GOODS]

**DESCRIPTION AND SCOPE OF SERVICES:**

[DESCRIPTION]

**LOCATION WHERE GOODS AND SERVICES ARE TO BE SUPPLIED:**

[LOCATION]

**RATES:**

[RATES]

The above price shall remain valid for [DAYS] days.

**INVOICING:**

[INVOICING PERIOD]

**PAYMENT METHOD:**

[METHOD OF PAYMENT]

**ADDITIONAL/SPECIAL TERMS:**

[ADDITIONAL TERMS]

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

Signed by

Signed by

Name:

Name:

Title:

Title:

Date:

For and on behalf of  
[NAME OF SUPPLIER]

Date:

For and on behalf of  
[NAME OF CUSTOMER]

## GUIDANCE NOTES

These notes are provided to assist you in completing your document. They do not form part of the Terms and Conditions.

### [ADDITIONAL TERMS]

Specify any additional or special terms. Delete if not required.

### [ADDRESS OF CUSTOMER]

The address of the Customer.

### [ADDRESS OF SUPPLIER]

The business address of the Supplier.

### [DAYS]

The number of days that this Quotation remains valid for.

### [DESCRIPTION]

A description of the Services to be provided and scope of those Services e.g. describe the work to be done, standards, specifications, timetable, safety precautions (including risk assessments, method statement, special hazards, environmental protection, waste disposal etc.), personnel, management and any other attributes relevant to this Quotation.

### [DESCRIPTION OF GOODS]

A description (including quantity) of the Goods to be supplied.

### [England OR Scotland], [English OR Scottish]

Specify the jurisdiction which will apply to the Agreement. If the Supplier's place of business is in Scotland insert "Scotland" and "Scottish"; if the Supplier's place of business is in England or Wales insert "England" and "English".

### [INVOICING PERIOD]

Specify when Supplier will invoice the Customer e.g. "monthly in arrears for goods and services rendered in previous month" or "on completion of the services" etc.

### [LOCATION]

Specify the location where the Goods and Services are to be supplied. Delete if not relevant.

### [METHOD OF PAYMENT]

Specify how Customer is to make payment e.g. "By cheque made payable to J Hargreaves Limited" etc.

### [NAME AND ADDRESS OF SUPPLIER]

The name and address of the Supplier.

### [NAME OF CUSTOMER]

The name of the Customer.

### [NAME OF SUPPLIER]

The name of the Supplier.

### [PERCENT]

The rate of interest to be applied on overdue invoices. This will be the amount above the base rate of The Bank of England from time to time in force.

This document contains clauses entitling the Supplier to payment within 30 days of receipt of invoice and to interest on late payment at a specified rate above the base rate of a nominated bank.

The amendments to the Late Payment of Commercial Debts [Interest] Act 1998 came into force on 7th August 2002, ensuring that the UK late payment laws meet the requirements of the EC Directive on late payment. The Act provides for a mandatory 30 day credit period and late payment interest at the rate of 8% above the Bank of England Base Rate where there are no written "terms and conditions of credit sale" between supplier and purchaser.

Where two parties agree on a rate of late payment interest - contractual interest - the Act will not apply. However, if default arises and the rate agreed is not considered to be a "substantial remedy", the courts will act in favour of the aggrieved party who has a right to either a better remedy or the basic remedy offered within the Act. This should be borne in mind when specifying a rate of interest.

**[RATES]**

Specify payments for phases, tasks etc. as well as rates (e.g. hourly/daily) for additional works and any allowable expenses.

**[REGISTERED COMPANY ADDRESS OF SUPPLIER]**

The registered company address of the Supplier, if Supplier is an incorporated company. Delete if not relevant.

**[WARRANTY PERIOD]**

The guarantee period during which the Supplier warrants that the Goods shall be free of any defects, specified in either months or years.