

Terms & Conditions

The Customer's attention is particularly drawn to the provisions of clause 11 (Limitation of Liability)

1. Definitions and Interpretation

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

"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Commencement Date"	has the meaning given in clause 2.3;
"Contract"	means the contract between the Supplier and the Customer for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
"Contract Price"	means the price stated in the Order payable for the Goods and Services;
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures"	as defined in the Data Protection Legislation;
"Customer"	means the person or firm who purchases the Goods and/or Services from the Supplier;
"Delivery Location"	has the meaning given in clause 4.2;
"Force Majeure Event"	has the meaning given to it in clause 17.1;
"Goods"	means the goods (including any instalment of the goods or any parts for them) set out in the Order;
"Goods Specification"	means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier;
"Intellectual Property"	means any and all patents, patent applications, know-how, trademarks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual rights created, developed, subsisting or used in connection with the Goods and Services and whether in existence at the date hereof or created in the future;
"Order"	means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be;
"Services"	means the Services supplied by the Supplier to the Customer as set out in the Service Specification;
"Service Specification"	means the description or specification for the Services provided in writing by the Supplier to the Customer;
"Supplier"	means Daletech Electronics Limited, a company registered in England under 02092372 of Regency House Valley Road Pudsey LS28 9EN and includes all employees and agents of Daletech Electronics Limited;
"Supplier Materials"	has the meaning given in clause 8.1.8
"Terms and Conditions"	means these terms and conditions as amended from time to time in accordance with clause 17.4;
"UK Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
"Written Quotation"	means the details of the goods and services to be provided by us to you and the price we would expect to be offered to be paid for such goods and services. Such details may be provided in more than one document including the Order.
1.2.	Unless the context otherwise requires, each reference in these Terms and Conditions to:
1.2.1.	"writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
1.2.2.	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;
1.2.3.	"these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
1.2.4.	a Schedule is a schedule to these Terms and Conditions; and
1.2.5.	a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
1.2.6.	a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
1.2.7.	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.
1.2.8.	Words imparting the singular number shall include the plural and vice versa.
1.2.9.	References to any gender shall include the other gender.

2. Application of Terms and Conditions

- 1.1. The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the written quotation which shall be subject to these Terms and Conditions.
- 1.2. The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms and Conditions.
- 1.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.5. These Terms and Conditions apply to the Contract to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of [NUMBER] Business Days from its date of issue.
- 1.7. All of these Terms and Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods and Services

- 3.1. The Goods are described in the Supplier's catalogue as modified by any applicable Goods Specification.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend the Goods Specification if required by any application statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.4. The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 3.5. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.6. The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.7. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Delivery and Timing

- 4.1. The Supplier shall ensure that:
 - 4.1.1. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2. it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5. If the Supplier fails to deliver 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 Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6. If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

Terms & Conditions

- 4.6.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.6.2. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7. If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8. If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.9. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Charges and Payment

- 5.1. The price for the supply of Goods and Services is set out in the Order.
- 5.2. The Supplier reserves the right to:
 - 5.2.1. increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery or completion of the Services, to reflect any increase in the cost of the Goods and/or Services to the Supplier that is due to:
 - 5.2.1.1. any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 5.2.1.2. any request by the Customer to change the delivery or completion date(s), quantities or types of Goods and/or Services ordered, or the Goods Specification or Services Specification; or
 - 5.2.1.3. any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and/or Services.
- 5.3. The Supplier will send invoices for any charges to the address notified by the Customer on or at any time after completion of delivery or completion of the Services.
- 5.4. The price of the Goods and Services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 5.5. As part of the Supplier's credit management procedures the Supplier may at any time:
 - 5.5.1. require the Customer to pay a deposit or pay a pro-forma invoice before any work is undertaken
 - 5.5.2. carry out a credit check of the Customer and the Customer agrees to provide the Supplier with any information that the Supplier reasonably requires for this.
- 5.6. Payment is due on the date specified in the invoice. Should no date be shown the due date shall be payable no later than 30 days from the date of the relevant invoice.
- 5.7. The time stipulated for payment shall be of the essence of the Contract.
- 5.8. Failure to pay within the period specified in clause 5.6 shall, without limiting the Supplier's remedies under clause 14, entitle the Supplier to write to the Customer upon the expiration of seven days' notice, to charge the Customer for costs and expenses incurred in recovering late payments, and to charge daily interest at a per annum rate equal to 8% above the base lending rate of Lloyds Bank plc compounded daily for the period beginning on the date of the invoice and ending on the date of payment.
- 5.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Risk

- 6.1. Where the Order includes delivery or installation, risk passes to the Customer on delivery at which time the Customer will be liable to insure the Goods.
- 6.2. Should the Customer delay delivery for any reason risk will pass to the Customer at the date and time delivery was notified to the Customer as due to take place.
- 6.3. Where the Order does not include delivery or installation risk passes to the Customer when the Customer takes possession of the Goods.

7. Ownership

- 7.1. Ownership of the Goods will pass to the Customer on payment in full of the charges details of which have been provided either in an invoice or pro-forma invoice.
- 7.2. Until payment is received in full, the Customer shall:
 - 7.2.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 7.2.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.2.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 7.2.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.3; and
 - 7.2.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.3. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.3, then, without limiting any other right or remedy the Supplier may have:
 - 7.3.1. the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 7.3.2. the Supplier may at any time:
 - 7.3.2.1. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 7.3.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Customer's Obligations

- 8.1. The Customer shall:
 - 8.1.1. ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - 8.1.2. co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.5. prepare the Customer's premises for the supply of the Services;
 - 8.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 8.1.7. comply with all applicable laws, including health and safety laws;
 - 8.1.8. keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 8.1.9. comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 8.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Intellectual Property

- 9.1. All Intellectual Property whether pre-existing or created by the Customer or the Supplier during or arising from the performance of the Contract will remain the absolute property of the Customer.
- 9.2. If software is provided to enable the Customer to use the Goods, the Supplier grants the Customer a non-exclusive and non-transferable licence to use the software in the object code formed solely as necessary for the Customer's own use of the Goods and solely in accordance with the Contract and the applicable documentation.
- 9.3. If the Customer is supplied with software licensed by third parties who require the Customer to accept terms of use, the Customer must keep to those terms.
- 9.4. Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any software or knowingly permit anyone else to do so.
- 9.5. Should at any time the Customer requires the Supplier to assist in the submission of any application or proceeding to protect the Customer's rights in any Intellectual Property the Supplier may charge for their time.

10. Guarantee

- 10.1. If, for 12 months (or any other period notified to the Customer by the Supplier in writing) from acceptance of the Goods, the Supplier is notified of a fault in the Goods which is due to faulty design, manufacture or materials, or the negligence of the Supplier, the Supplier will where necessary by arrangement with the Customer, replace or (at its option) repair the faulty part free of charge provided that:
 - 10.1.1. the Goods have been properly kept, used and maintained in accordance with the manufacturer's or the Supplier's instructions, if any, and has not been modified except with the Supplier's written consent;
 - 10.1.2. the fault is not due to accidental or wilful damage, interference with or maintenance of Goods by persons other than the Supplier; or
 - 10.1.3. the fault is not due to faulty design by the Customer where the Goods have been manufactured to the Customer's design.
- 10.2. This guarantee does not cover fair wear and tear.

Terms & Conditions

- 10.3. Unless the Supplier agrees in writing, where the Goods are installed by the Customer, the Customer will normally be required to return faulty Goods to the Supplier.
- 10.4. If the Customer reports a fault and the Supplier finds there is none or that the Customer has caused the fault, the Supplier may apply a charge.
- 10.5. Except where the Customer relies on the Supplier's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of the Goods for the Customer's needs.
- 10.6. The Supplier does not warrant that the software supplied under the Contract will be free of all faults or that its use will be uninterrupted, but the Supplier will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

11. Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 11.2.1. death or personal injury caused by negligence;
- 11.2.2. fraud or fraudulent misrepresentation; and
- 11.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 11.3. Subject to clause 11.2, the Supplier's total liability to the Customer shall not exceed the Contract Price.
- 11.4. This clause 11.4 sets out specific heads of excluded loss:
- 11.4.1. Subject to clause 11.2, the types of loss listed in clause 11.4.2 are wholly excluded by the parties.
- 11.4.2. The following types of loss are wholly excluded:
- 11.4.2.1. loss of profits;
- 11.4.2.2. loss of sales or business;
- 11.4.2.3. loss of agreements or contracts;
- 11.4.2.4. loss of anticipated savings;
- 11.4.2.5. loss of use or corruption of software, data or information;
- 11.4.2.6. loss of or damage to goodwill; and
- 11.4.2.7. indirect or consequential loss.
- 11.5. The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 3 and clause 20. In view of these commitments, the terms implied by sections 13 to 1 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.6. Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire **NUMBER** months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.7. The Customer will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by the Supplier as a result of the Customer's breach or default in the discharge of the Customer's obligations.
- 11.8. Where the Supplier needs to carry out work on the Customer's premises and/or install equipment, the Supplier will not accept liability for the cost of repairing or replacing parts of the Customer's existing system which occurs due to faults in the Customer's system unless the Supplier has been negligent in not realising that such damage may occur or in the way the Supplier did the work.
- 11.9. In the event of the Supplier losing or damaging the Customer's goods, the Supplier will pay for the reasonable costs of the repair or replacement of the item or provide the Customer with a full refund if the Supplier has been negligent.
- 11.10. This clause 11 shall survive termination of the Contract.

12. Use of Third Party Contractors

- 10.1. We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves.
- 10.2. We will take all reasonable care in selecting and instructing a Third Party Contractor

13. Performance

- 11.1. We will manufacture, design and supply the Goods and Services within a reasonable time as detailed in the written quotation.
- 11.2. If there is any delay due to any cause beyond our reasonable control we will inform you immediately.
- 11.3. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what, if any, work is to be undertaken.
- 11.4. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 11.5. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply.
- 11.6. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out. Such sum shall not be less than 25% of the price as detailed in the Order.

14. Cancellation

- 14.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1. the other party 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;
- 14.1.2. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.3. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1. the Supplier does not have enough stock to deliver the goods the Customer has ordered;
- 14.2.2. one or more of the components needed to complete the order was listed at an incorrect price due to a typographical error or an error in the pricing information received by the Supplier from their suppliers;
- 14.2.3. the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.4. there is a change of control of the Customer.
- 14.3. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14.4. If the Supplier discontinues the work for the reason stated in clause 14.2.1 or clause 14.2.2, the Customer shall only be required to pay the Supplier for the work already carried out. Such sum shall not be less than 25% of the price as detailed in the Order.

15. Consequences of Termination

- 15.1. On termination of the Contract:
- 15.1.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2. the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 15.2. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. Complaints and Customer Service

- 16.1. You shall notify us in writing promptly within five Business Days of any defective goods and the defective goods or parts thereof, are to be returned to us on demand and shall be subject to inspection by us.
- 16.2. Complaints about quantities, weights or packing and mistakes in transportation or expenses shall be made within five Business Days after delivery
- 16.3. To protect your own interests please read the conditions carefully
- 16.4. If you are unhappy with any aspect of our service, please contact the Managing Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

17. General

- 17.1. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**).

Terms & Conditions

- 17.2. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.3. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 17.4. The Contract cannot be varied without the written agreement of the parties except we reserve the right to make minor changes to these terms and conditions from time to time.
- 17.5. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
- 17.6. Nothing in these Terms and Conditions is intended to, nor shall it confer any rights on a third party.
- 17.7. These Terms and Conditions contains the entire agreement between us and supersedes any previous agreements, arrangements, undertakings or proposals between us whether oral or written relating to its subject matter
- 17.8. Our employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by us in writing. In entering into the Contract you acknowledge that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed
- 17.9. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier
- 17.10. The order will be deemed to be a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply
- 17.11. These terms and conditions are governed by the law of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. Confidentiality

- 18.1. Each party undertakes that it shall not at any time (whether during the term of this contract or after its completion) disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.2
- 18.2. Each party may disclose the other party's confidential information:
- 18.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
- 18.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

19. Data Protection

- 19.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 19, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 19.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 19.3. Without prejudice to the generality of clause 19.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 19.4. Without prejudice to the generality of clause 19.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 19.4.1. process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 19.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 19.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 19.4.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 19.4.4.1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- 19.4.4.2. the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- 19.4.4.3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 19.4.4.4. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 19.4.5. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.4.6. notify the Customer without undue delay on becoming aware of a personal data breach;
- 19.4.7. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and
- 19.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 19.5. The Customer consents to the Supplier appointing [THIRD-PARTY PROCESSOR] as a third-party processor of personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 19.
- 19.6. Either party may, at any time on not less than 30 days' notice, revise this clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

20. Quality

- 20.1. The Goods and Services the subject of this agreement will be processed in strict accordance with standard BS:EN:ISO 9001:2008 unless indicated otherwise on delivery or dispatch notes.
- 20.2. A certificate of conformance will be issued on delivery.
- 20.3. Our Quality Manual and Certificate can be inspected by prior appointment.
- 20.4. Further details can be obtained by contacting us at the time of ordering.