

## Terms and Conditions

### Parties

**(1) Supplier:** Paneltech Industries Limited, incorporated and registered in England with company number 08887054, whose registered office is at Bluewave Business Solutions Limited, 13 Wheatstone Court, Davy Way, Waterwells Business Park, Quedgeley, Gloucester, GL2 2AQ.

**(2) Customer:** the person or firm who purchases the Goods and/or Services from the Supplier, as detailed in the Order.

### 1. Interpretation

#### 1.1 Definitions

In these Conditions and the Contract, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Conditions:** these terms and conditions, as amended from time to time in accordance with clause 15.7.

**Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services, incorporating the Order and these Conditions.

**Deliverables:** any deliverables and outputs arising from the provision of the Services which are specifically set out in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Input Materials:** any information, equipment, tools and other materials provided by the Customer to the Supplier in connection with the Contract.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order.

**Site:** the location(s) set out in the Order or such other locations as the parties may agree in writing.

**Specification:** any specification for the Goods, including plans or drawings, that is developed by the Supplier as a result of the Services or is otherwise agreed in writing by the Customer and the Supplier.

**Supplier Materials:** all materials, equipment, documents and other property of the Supplier that are left with the Customer including at the Site.

#### 1.2 Construction

In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, including any subordinate legislation made under it;
- (d) any phrase preceded by the term including or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails from persons with sufficient authority to bind a party.

### 2. Basis of contract

**2.1** The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

**2.2** The Order shall only be deemed to be accepted when the Supplier countersigns the Order, or issues written acceptance of the Customer's offer, at which point and on which date the Contract shall come into existence. Notwithstanding the foregoing, the Supplier may commence provision of the Services and/or delivery of Goods without having provided written acceptance, in which case the Contract shall come into existence when it begins performance of the Contract.

**2.3** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not expressly set out in the Contract.

**2.4** 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, brochures or other literature 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.

**2.5** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.6** Any quotation given by the Supplier shall not constitute an offer, and is only valid for the earlier of: (i) a period of 20 Business Days from its date of issue; or (ii) until withdrawn in writing by the Supplier.

**2.7** All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### 3. Goods

**3.1** The Goods are described in the Supplier's sales literature or, if applicable, in the Specification.

**3.2** To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier 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 specification.

**3.3** The Supplier reserves the right to amend the Specification if required by any applicable statutory, regulatory or health and safety requirements.

### 4. Delivery of Goods

**4.1** The Supplier shall deliver the Goods to the Site at any time after the Supplier notifies the Customer that the Goods are ready.

**4.2** Except where the parties agree that the Customer shall collect the Goods, delivery of the Goods shall be completed on the Goods' arrival at the Site. The Customer shall be responsible for the unloading/loading, storage and transport of the Goods on their arrival at the Site (or on collection where applicable).

**4.3** Whilst the Supplier will use reasonable endeavours to deliver the Goods by any dates agreed in writing, such dates shall be 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 or assistance relevant to the supply of the Goods.

**4.4** 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, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any other instructions or assistance relevant to the supply of the Goods.

**4.5** If the Customer fails to accept or take delivery of the Goods within 10 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:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 11th Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

**4.6** If 20 Business Days after 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.

**4.7** The Supplier may deliver the Goods by instalments, which may 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. Quality of Goods

**5.1** The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period) unless the Goods are accompanied by a warranty of a different duration in which case that shall be deemed to be the Warranty Period, the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be fit for any purpose held out by the Supplier.

**5.2** Subject to clause 5.3, if:

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(a) the Customer gives notice in writing during the warranty period 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;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and  
(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer'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 in clause 5.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from their description or any Specification as a result of changes made to ensure they comply with applicable statutory, regulatory or health and safety standards.

**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 of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

### 6. Title and risk

**6.1** The risk in the Goods shall pass to the Customer on their arrival at the Site (or on collection by the Customer if applicable).

**6.2** Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods and any other goods and/or services that the Supplier has supplied to the Customer in respect of which payment has become due.

### 7. Supply of Services

**7.1** The Supplier shall provide the Services to the Customer in accordance with the Order in all material respects.

**7.2** The Supplier shall use 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.

**7.3** If the Supplier fails to deliver Services in accordance with any performance dates agreed in writing, the Supplier is entitled to remedy such failure by delivering such Services as soon as is reasonably possible.

**7.4** The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation or safety requirement, or which do not materially affect the nature or quality of the Services.

**7.5** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

### 8. Customer's obligations

**8.1** The Customer shall:

(a) ensure that the terms of the Order and the Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services and comply with any requirements set out in the Order;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site and any other Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to deliver the Goods and/or provide the Services;

(d) provide the Supplier with such Input Materials as the Supplier may reasonably require to supply the Services, and ensure that such Input Materials are complete and accurate in all material respects;

(e) prepare the Site or other Customer premises for the supply of the Goods and/or Services;

(f) 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; and  
(g) keep and maintain any Supplier Materials at the Customer's premises in safe custody at its own risk and maintain the Supplier Materials in good condition until returned to the Supplier.

**8.2** If the Supplier's performance of any of its obligations in respect of 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):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Contract 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) 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

(c) 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. Charges and payment

**9.1** The price for Goods and/or Services shall be as set out in the Order, and may be on a fixed price or time and materials basis. Any charges for additional services, or prices based on time and materials, shall be calculated in accordance with the rates set out in the Order or the Supplier's standard rates.

**9.2** The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

**9.3** The Supplier reserves the right to:

(a) increase its standard rates, provided that such rates cannot be increased more than once in any 6 month period. The Supplier will give the Customer written notice of any such increase 2 months before the proposed date of the increase;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) 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);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

**9.4** Unless otherwise stated in the Order, the Supplier shall invoice the Customer on or at any time after completion of delivery. In the event that the Supplier requires advance payment, the supply of the Goods and/or Services is conditional on receiving such payment in full and in cleared funds.

**9.5** The Customer shall pay each invoice submitted by the Supplier:

within 30 days of the date of the invoice; and in full and in cleared funds to a bank account nominated in writing by the Supplier.

**9.6** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the Services or Goods.

**9.7** If the Customer 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 rate of 4% 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 Customer shall pay the interest together with the overdue amount.

**9.8** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.

### 10. Intellectual property rights

**10.1** All Intellectual Property Rights in or arising out of or in connection with the Services, including in the Specification and any related designs, shall be owned by the Supplier.

**10.2** All Supplier Materials are the exclusive property of the Supplier.

### 11. Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products

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and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

### 12. Limitation of liability

**12.1** Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

**12.2** Subject to clause 12.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amounts paid by the Customer as at the time when the cause of action arises.

**12.3** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, and any other implied or statutory terms are, to the fullest extent permitted by law, excluded from the Contract.

### 13. Termination

**13.1** Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

(b) the other party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction;

(c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

(d) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

**13.2** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

**13.3** On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods or Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials. 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;

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses 5, 6, 10, 11, 12, and 13 shall continue in full force and effect.

### 14. Force majeure

**14.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**14.2** The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

### 15. Delays & Storage

**15.1** We reserve the right to charge if completed goods are not collected on the agreed date, we also reserve the right to charge for materials purchased for a job which is subsequently delayed and charge for their storage.

### 16. General

#### 16.1 Assignment and other dealings

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

#### 16.2 Notices

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 16.3 Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 16.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.

#### 16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

#### 16.6 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

#### 16.7 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

#### 16.8 Governing law & Jurisdiction

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and any dispute or claim arising out of or in connection with it shall be subject to the exclusive jurisdiction of the English courts.