

## 1. Interpretation

In these conditions:

- 1.1 'THE COMPANY' refers to Ideal Point Of Sale Limited (registered in England under the number 5489695) (also known as IPOS Limited).
- 1.2 'CLIENT' refers to the purchaser of the goods and or services.
- 1.3 'TERMS' means the standard terms and
- 1.4 conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.
- 1.5 'CONTRACT' means the contract for the sale of the goods and the supply and acquisition of the Services.
- 1.6 'CONTROLLER, PROCESSOR, DATA SUBJECT, PERSONAL DATA, PERSONAL DATA BREACH PROCESSING AND APPROPRIATE TECHNICAL AND ORGANISATIONAL MEASURES': as defined in the Data Protection Legislation.
- 1.7 DATA PROTECTION LEGISLATION: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time.
- 1.8 'DELIVERY ADDRESS' means the address stated on the order.
- 1.9 'GOODS' means the goods (including any instalment of the goods or any part of them) described in the Order.
- 1.10 'INTELLECTUAL PROPERTY' means patents, unregistered and registered designs and copyright, and where, appropriate, applications thereof
- 1.11 'ORDER' means the Clients purchase order
- 1.12 'PRICE' means the price of the Goods and/or the charges for the services
- 1.13 'PRODUCT' means the product (if any) described in the order
- 1.14 'SERVICES' means the services (if any) described in the order
- 1.15 'SPECIFICATION' includes any plans, drawings, visuals, data or other information relating to the Goods or Services
- 1.16 UK DATA PROTECTION LEGISLATION: 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.
- 1.17 'WRITING' includes, letter, email and comparable means of communication

Any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. The headings in these Terms are for convenience only and shall not affect their interpretation.

## 2. General

- 2.1 The Client agrees that the Terms set out below shall be incorporated into any contract with the Company.
- 2.2 Clerical errors may be corrected by the Company at any time – E&OE
- 2.3 The waiver by The Company of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 2.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub clauses of these Terms shall not be affected and they shall remain in full force and effect.
- 2.5 The company reserves the right to change sale prices at any time. The Company sales literature, Price List, Visuals, Estimates, Proposals, Web Site and Terms and Conditions are published E&OE. IPOS Limited ©2018.

### 3. Formation of contract

- 3.1** The order consists of an acceptance by The Company to supply the goods and or services upon The Company's terms and conditions here set out and shall, unless previously cancelled by The Company by written notice to The Client, be deemed to be accepted upon receipt by The Company of The Clients' written or verbal instructions to supply goods and or services, by accepting delivery of any part of the Goods and or services.
- 3.2** Unless otherwise agreed in writing by a director of the Company these Terms and Conditions of sale which supersede any earlier Terms and Conditions of sale shall override any terms and conditions stipulated, incorporated or referred to by the purchaser whether in the order or in any negotiations preceding the formation of the contract.
- 3.3** The Client's standard terms or any other terms provided by the Client shall not be incorporated into the contract or any variation thereof less expressly accepted by the Company in writing.
- 3.4** These Terms shall be deemed to be incorporated in every transaction by the Company to a Client or prospective Client for a Proposal / Quotation, every Order and or project and every Contract. Every Proposal / Quotation and every acceptance or an Order by the Client constitutes unconditional acceptance of the Terms.
- 3.5** These Terms shall apply to the contract to the exclusion of all Client order terms and conditions on which any purchase order has been given to The Company or subject to when the order is accepted or purported to be accepted by The Company.
- 3.6** These Terms shall prevail over, supersede and exclude any inconsistent terms or conditions contained in or referred to in a Client's Purchase Order, Tender Document or Quote request, correspondence or elsewhere. No addition to the Terms or any of them shall be binding upon the Company unless confirmed expressly and specifically by a director of the Company, in writing.
- 3.7** Neither party shall be bound by any variation, waiver or addition or exclusion to the terms and conditions here set out unless agreed in writing between the authorised representative of The Company and The Client.
- 3.8** The Company shall not be liable in respect of any misrepresentation made by The Company the Company servants or agents to The Client its servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements or weight loadings unless the representation is:
  - 3.8.1** made or confirmed in writing by The Company; and/or
  - 3.8.2** Fraudulent
- 3.9** Without prejudice to clause 3.8 of these Terms while the Company take every precaution in the preparation of the Company catalogue price lists and other literature these documents are for the Clients general guidance only and statements made therein (in the absence of fraud on the Company part) shall not constitute representations by The Company and The Company shall not be bound by them. If The Client requires advice in relation to the Goods a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and The Company shall be liable accordingly. Due to differing surfaces and physical conditions the Company cannot give advice as to appropriate weight loadings for any item of the Goods. On request the Company shall provide samples for The Client to test on site.
- 3.10** For the avoidance of doubt if The Client is not dealing as a Consumer the Company liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 6 of these Terms. The statutory rights of a Consumer are not affected by these Terms.

### 4. Proposals / quotations

- 4.1** All prices are, unless otherwise stated, quoted exclusive of delivery costs and exclusive of VAT. The Company reserves the right to exercise at it's discretion, to vary the price of goods, if, subsequent to the date of the Proposal / Quotation there is any increase or decrease in the total cost to the Company of producing or acquiring the services and or goods which is beyond the Company's control.
- 4.2** In such an event the Company will give written notice to the Client before delivery. If such alteration increases the price, the Client may cancel the relevant order by notice given to the Company within 3 days of the date of the notification of the increase by the Company.

## 5. Client orders

- 5.1** Client Orders will be accepted only on receipt of a formal purchase order with a unique purchase reference.

## 6. Samples / Prototypes

The Company may at its discretion submit a sample and or prototype to the Client for approval before executing the bulk of the order, which will only be commenced on receipt of such approval in writing. All goods in respect of which is sampled is so approved shall be deemed to have been satisfactorily tested by the Client and to comply with the specification for the goods.

## 7. Warranties

- 7.1** The services and or goods shall be of satisfactory quality and will conform to any specification agreed by the Company in writing, within the normal limits of industrial quality for such services and or goods.
- 7.2** The liability of the Company for breach of the above term, or any claim in respect of any defect in the services and or goods, shall be limited to replacement of the defective services and or goods or, at the Company's option, reimbursement of the price paid for those services and or goods.
- 7.3** The Client shall not be entitled to make any claim in respect of any such defective services and or goods unless the claim is notified to the Company in writing within 7 days from delivery of the services and or goods.
- 7.4** The Company shall not be liable to the Client where the defect or damage in respect of which a claim is made has been caused or contributed to by:
- 7.4.1** abnormal usage of the services and or goods;
  - 7.4.2** an act or omission of anyone other than The Company.
- 7.5** Any particular purpose for which the services and or goods are to be fit must be agreed in writing between the Company and the Client. If no such agreement is made, the Client acknowledges and agrees that he has not made known expressly or by implication to the Company any particular purpose for which the services and or goods are being bought.
- 7.6** Save as set out above:
- 7.6.1** All terms relating to the quality of the services and or goods or to the fitness to the services and or goods for a particular purpose are excluded from any contract between the Company and the Client.
  - 7.6.2** The Company shall be under no liability in respect of any defect in the services and or goods.

## 8. Liability

- 8.1** In no circumstances shall the Company's liability (in contract, tort or otherwise) in any matter arising out of or in connection with this contract of the services and or goods supplied, exceed the invoice price of the particular pieces concerned and furthermore the Company shall be under no liability for the loss or damage or delay howsoever arising, caused by circumstances outside its control.
- 8.2** In these Terms "the Defect" means the condition and/or any attribute of the services and or Goods and/or any other circumstances which but for the effect of these Terms would have entitled the Client to damages.
- 8.3** Nothing in these Terms shall exclude or restrict the Company liability for death or personal injury resulting from the Company negligence or the Company liability for fraudulent misrepresentation.
- 8.4** If the Client deals as a Consumer any provision of these Terms which is of no effect shall not apply. The statutory rights of a Consumer are not affected by these Terms.
- 8.5** Subject to Clauses 8.3 and 8.4 of these Terms The Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages The Company undertake liability under Clause 8.6 below.
- 8.6** Where but for the effect of Clause 8.5 of these Terms The Client would have been entitled to damages against The Company, The Company shall not be liable to pay damages but subject to the Terms set out in Clause 8.8 below shall in the Company's sole discretion either repair the services and or Goods

## 8. Liability - continued

- 8.7** at the Company's own expense or supply replacement Services and or Goods free of charge or refund all (or where appropriate part) of the price paid for the relevant Services and or Goods.
- 8.8** The Company will not be liable under Clause 8.6.
- 8.8.1** If the Defect arises from fair wear and tear
- 8.8.2** If the Defect arises from wilful damage, negligence, abnormal working conditions, misuse alteration or repair of the Services and or Goods or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on the Company part)
- 8.9** Subject to Clauses 8.3 and 8.4 of these Terms The Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach or warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever (if notwithstanding Clause 8.5 of these Terms The Client is entitled to recover any) nor shall The Company be liable under Clause 8.7 of these Terms unless:-
- 8.9.1** If the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms at the time of receipt written notice of any claim is given to The Company within one working day of the time of receipt; or in any other case
- 8.9.2** The Defect is discovered within 28 days from the date of delivery and The Company are given written notice of the Defect within two working days of it being discovered
- 8.10** If the Services and or Goods are not supplied / manufactured by The Company the Company liability in respect of any defect in service and or workmanship or materials of the Goods will be limited to such rights against the manufacturer as The Company may have in respect of those Goods. The Company will on written request provide details of the Company rights against the manufacturer and any other terms and conditions imposed by the manufacturer and so far as possible will on request assign to The Client any such rights.
- 8.11** Without prejudice to any other provisions in these Terms in any event the Company total liability for any one claim or for the total of all claims arising from any one act of default on the Company part (whether arising from the Company negligence or otherwise) shall not exceed the purchase price of the Services and or Goods the subject matter of any claim.

## 9. Confidentially

Each Party (the "Recipient") shall take reasonable steps to protect proprietary and confidential information and materials (hereinafter, "Confidential Information") provided by the other Party or its representatives (the "Discloser") from improper disclosure. Confidential Information shall not include (a) information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; (b) information or materials that are now or later become publicly known without breach of this Agreement by Recipient; (c) information or materials provided to Recipient by a third party who, to the knowledge of Recipient, was not bound by a duty of confidentiality to Discloser; (d) information independently developed by Recipient without the use of Confidential Information; or (e) information which is required to be disclosed pursuant to judicial process or otherwise by law.

## 10. Intellectual property

- 10.1** The Company is the owner of all copyright, design rights including patents, patents pending and registered designs in the products manufactured by the Company and these rights are not transferred with the sale of the services and or goods and may not be reproduced by the Client or any other third party. The Company vigorously protects its intellectual property in all cases. Any drawings, visuals or technical information provided by the Company to the Client in the course of the Company business relationship is to be treated as confidential and may not be passed to any third party without prior authorisation from the Company. Such information must be returned on request.
- 10.2** Where the Client has provided drawings and /or specifications to the Company for manufacture the Client agrees to indemnify the Company against all claims for infringement of any third party's intellectual property rights (including but not limited to: patents, trademarks, copyright, design rights) caused by accepting the Clients instructions to manufacture any item resulting in such a claim against the Company. If the Company has concerns about the provenance of any design the Company reserve the right to refuse the Clients order on both ethical and legal grounds.

## 10. Intellectual property - continued

**10.3** The IPOS Logo is a Trademark of The Company

## 11. Delivery

- 11.1** Time is not of the essence of the contract.
- 11.2** If the Company does not deliver the services and or goods within 21 working days of the date stated for delivery on the order then the Client may give written notice to the Company that delivery is required within a period of not less than 14 days, to be sent by recorded delivery. If the Company fails, without good reason, to commence delivery of the services and or goods within the stated period then the Client may cancel the order. In the event of such cancellation the Client shall not be liable to pay any further sums in respect of services and or goods which have not been delivered.
- 11.3** The Client shall have no right to damages for any failure on the Company's part to deliver the services and or goods in accordance with the time stated for delivery.
- 11.4** The Company reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment. The Company failure to deliver any one or more instalments or any claim by The Client in respect of any one or more instalments shall not entitle The Client to treat the Contract as a whole as repudiated.
- 11.5** Services and or Goods will be delivered by the Company by whatever method The Company consider to be suitable in the circumstances. Delivery charges are additional. Details are available on request and will be quoted when order is place if requested. The Company aim to despatch stock Services and or Goods the day following acceptance of order or receipt of cleared funds in the case of non-account transactions however, delivery and despatch dates are given in good faith but are estimates only.
- 11.6** The Company shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery or despatch of the Services and or Goods or failure to deliver the Services and or Goods in a reasonable time whether such delay or failure is caused by the Company negligence or otherwise howsoever.

## 12. Inspection and acceptance

- 12.1** If the Client wishes to inspect the goods prior to delivery, such inspection must be made at the Company's premises or an agreed alternative location and notification of this requirement must be given in writing at the time of placing the order. If upon inspection goods are approved by or on behalf of the Client then such approval shall constitute acceptance by the Client that the goods conform with their specification and that the goods are fit for any particular purpose agreed under clause 4.
- 12.2** If no such inspection is made then, unless the Client gives written notification to the contrary to the Company within 3 working days after delivery, the Client shall be taken to have approved the goods and to accept that the goods conform with their specification and that the goods are fit for any particular purpose agreed under clause 4.
- 12.3** The Client shall inspect the Goods at the time of receipt but nothing in these Terms shall require The Client to break packaging and/or unpack Goods which are intended to be stored before use.
- 12.4** The Client must telephone or email The Company as soon as practicable and give The Company written notice within two working days of receipt of any claim for short delivery.
- 12.5** If The Client does not give The Company that notice within that time the Services and or Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
- 12.6** The Client shall not be entitled and irrevocably and unconditionally waive any right to reject the Services and or Goods or claim any damages whatsoever for short delivery howsoever caused.
- 12.7** The Company liability for short delivery is limited to making good the shortage.
- 12.8** Where it is or would have been apparent on a reasonable inspection that the Services and or Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample The Client must give the Company notice in Writing within two working days or as soon as practicable.

**12.9** If the Client is not a Consumer and The Client fails to give The Company that notice within that time the Services and or Goods will be deemed to have been accepted and The Client shall not be entitled and irrevocably and unconditionally waive any right to reject the Services and or Goods.

**12.10** If the Client is not a Consumer and The Client fails to give The Company that notice within that time Clause 8.8 shall have effect.

## 13. Specification

**13.1** All drawings, descriptions, specifications and particulars of the services and or goods to be supplied are approximate only.

**13.2** The descriptions and illustrations contained in the catalogues, price lists and other advertising of the Company has been provided in good faith by the Company but:

**13.2.1** No such description, illustration, price list or other advertising shall form part of the contract;

**13.2.2** If the Client wishes to rely on any such description, illustration, price list or other advertising in entering into the contract it must notify the Company in writing before the Company provides a Proposal / Quotation. If no such notification is given, the Client agrees that it did not rely on any such representation in entering into the contract.

**13.3** The Company reserves the right to incorporate new features and to supply products which may not be strictly in accordance with the specification agreed upon, provided that any changes in specification shall not materially prejudice the performance of the services and or goods.

## 14. Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 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 14, Applicable Laws means (for so long as and to the extent that they apply to the Company) 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.

**14.1** The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor.

**14.2** Without prejudice to the generality of clause 14, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.

**14.3.** Without prejudice to the generality of clause 14, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:

**14.3.1.** process that Personal Data only as required by Applicable Laws to otherwise process that Personal Data and where applicable notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Client;

**14.3.2.** ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data;

**14.3.3.** ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

**14.3.4.** not transfer any Personal Data outside of the European Economic Area unless prior consent has been obtained;

**14.3.5.** assist the Client, at the Client'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;

**14.3.6.** notify the Client without undue delay on becoming aware of a Personal Data Breach;



## 15. Intellectual Property

- 15.1.1 if reasonably required by the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 15.1.2 maintain complete and accurate records and information to demonstrate its compliance with this clause.

## 16. Quantities

A receipt in respect of the delivery must be signed on receipt of the goods by the Client or his representative at the Clients premises. Unless the Client notifies the Company in writing of any shortfall within 48 hours of delivery, the Client is taken to accept that the correct quantity has been delivered. The Company will have no liability for any shortfall and will be entitled to payment for the full quantity.

## 17. Price

The price of Goods exclusive of VAT shall be as at the date of delivery of the Goods. Prices are subject to change without prior notice.

## 18. Non-payment / insolvencies

- 18.1 Insolvent” means The Client becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution of distress on any of its property; the appointment of a receiver or administrative receiver over all or any part of its property; a proposal for a voluntary arrangement or compromise between The Client and its creditors whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for the Clients winding-up or for an administration order in relation to The Client; if the Client suffer any analogous step or proceedings under foreign law or The Client ceasing or threatening to cease to carry on its business.
- 18.2 If the Client fails to pay the price for any Goods on the due date or The Client becomes Insolvent or if The Client is a Limited Company there is a material change in the Clients constitution or The Client commits a material breach of this Contract and fails to remedy that breach all sums outstanding between The Client and The Company shall become immediately payable and The Company shall be entitled to do any one or more of the following (without prejudice to any other right or remedy The Company may have):-
  - 18.2.1 require payment in cleared funds in advance of further deliveries
  - 18.2.2 cancel or suspend any further deliveries to The Client under any contract without liability on the Company part
  - 18.2.3 charge interest on the balance of monies outstanding at the rate of 8% over the current base rate prevailing in England from the date the payment became due until actual payment is made after as well as before judgement.
  - 18.2.4 without prejudice to the generality of Clause 7 of these Terms exercise any of the Company rights pursuant to that clause.
  - 18.2.5 recover from The Client all costs and expenses, including legal costs on an indemnity basis, incurred by The Company in taking steps to enforce the Company rights under this or any other clause of these Terms.

## 19. Payment

- 19.1 Payment of invoices is due before the commencement of any project unless an agreement to provide an account has been confirmed in writing by The Company. The Company's acceptance to provide a credit account to The Client is conditional on The Company obtaining satisfactory results from any credit check.
- 19.2 Payment for the goods must be made within 30 days of the date of the invoice.
  - 19.2.1 In the event of non-payment within 30 days, then the Company may charge interest on all unpaid sums at a rate of 8% over the current base rate prevailing in England.
- 19.3 The Company does implement it's statutory right to interest.

## 18. Payment - continued

- 19.4** Payment terms are strictly within the Company sole discretion which the Company may exercise on receipt of each order either:-
- 19.4.1** Cash with order: orders will not be processed until payment in full for Goods packaging carriage and VAT has been received by The Company in the form of cleared funds;
  - 19.4.2** Credit card sales: Orders will not be processed until credit clearance has been received;
  - 19.4.3** Account terms: payment is due no later than thirty days from the date of invoice.
- 19.5** The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the Client's credit are not satisfactory to The Company and in the Company's sole discretion The Company may require payment for each consignment when it is available and before it is dispatched in which case delivery will not be effected until The Company are in receipt of cleared funds.
- 19.6** In the case of short delivery The Client will remain liable to pay the full invoice price of all Goods delivered or available for delivery.
- 19.7** The Client may not withhold payment of any invoice or other amount due to The Company by reason of any right of set off or counter claim which The Client may have or allege to have for any reason whatever.

## 20. Sterling Protection

Where it is agreed that payment for the goods is to be made in any currency other than £ sterling the Company reserves the right to be exercised at its discretion to vary the price so as to take into account any changes in the rate of exchange between the date of the Company's Proposal / Quotation and the date of the invoice.

## 21. Returns

Goods can only be returned if written authorisation has been received from the Company. The goods must be in their original cartons and unopened. Opened or incomplete cartons will not be accepted. A restocking charge of £25 will be made and any credit issued will exclude any carriage, P&P or freight charges originally invoiced and/or paid for. Custom made or modified products are non-returnable. No returns of any nature will be accepted after 60 days from despatch date.

- 21.1** The Goods shall be stored separately from any other goods and The Client shall not interfere with any identification marks label batch numbers or serial numbers on the Goods.
- 21.2** The Company shall be entitled to recover the price of the Goods including VAT even though the property in any of the Goods remains with The Company.
- 21.3** The Company shall be entitled at any time to recover any or all of the Goods in the Clients possession to which The Company have title and for that purpose The Company the Company servants or agents may with such transport as is necessary enter upon any premises occupied by The Client or to which The Client have access and where the Goods may-be or are believed to be situated.

## 22. Risk and Title

- 22.1** Risk in the goods shall pass to the Client on delivery.
- 22.2** The property in the Goods shall remain with The Company until full payment for all goods has been received by the Company.
- 22.3** Property in all goods shall remain with the Company, notwithstanding delivery of the goods or any part of them;
- 22.3.1** Until title passes: -
  - 22.3.2** The Client shall be at liberty to use or deal with the goods in the ordinary course of business, but until full payment in respect of all goods has been made The Client shall hold the Goods as the Company fiduciary agent and bailee.
  - 22.3.3** The Clients power to use or deal with the goods in the ordinary course of business shall be automatically revoked if the Company cancels the order under clause 23 below.



## 23. Cancellation

- 23.1** If at any time the Client cancels an order for services and or goods which are, in the Company's opinion non-standard, then the Company shall be entitled to claim an amount up to 85% of the value of the order, as liquidated damages for time spent and or stock. The Client agrees that the said amount represents a genuine pre-estimate of the Company's loss. The said sum shall be recoverable by the Company from the Client as a debt.
- 23.2** Cancellations for services and or goods deemed as bespoke, custom, production or non-standard in other way, will only be accepted at the company's discretion and the Client must notify the Company immediately by telephone and confirmation made in writing or by email.
- 23.3** In the event of cancellation of any order the Client will be liable for the cost of any tooling, materials committed to, labour undertaken and committed to up to the time of cancellation and any other cost associated with the cancelled order that the Company has or will incur as a result of the commitment made.
- 23.4** If the Client fails to make the correct payment to the Company for the services and or goods by the date on which any such payment is due, or makes a composition or arrangement with his creditors, or becomes bankrupt or being a company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangements to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof, or has a provisional liquidator appointed or has a winding up order made or passes a resolution for voluntary winding up or under the Insolvency Act 1986 or any amendment or re-enactment thereof has an administrator or an administrative receiver appointed then:
- 23.4.1** The Client shall immediately inform the Company;
- 23.4.2** The Company may by notice in writing or by email to the Client cancel the order and any other orders which may be outstanding between the Client and the Company.
- 23.5** In the event of such cancellation:
- 23.5.1** The Company shall be entitled to reclaim the goods in accordance with the provisions of clause 21 above; and
- 23.5.2** The Client shall remain liable to pay the Company the full purchase price for the services and or goods less (i) the disposal value received by the Company for the whole or part of the goods in its possession or reclaimed by the Company under paragraph 21 above (ii) any part of purchase price for the services and or goods paid by the Client to the Company and (iii) any direct costs incurred by the Company in the performance of the order. The Company's determination of such amount shall, in the absence of manifest error, be binding on the Client.

## 24. Force Majeure

The company shall not be liable to the Client for failure to deliver the goods or for any delay in delivery of the goods or for any damage to or defect in the goods where such failure is caused or contributed to by any cause outside the Company's reasonable control, including but not limited to shortages of raw materials, industrial action, riots and civil commission or acts of God, theft, water and embargo.

## 25. Law and jurisdiction

These Terms are governed by English Law. Any disputes shall be submitted to the exclusive jurisdiction of the English courts.