



LE PLA AND CO. LIMITED

Monkey Works, Neepsend Lane, Sheffield, S3 8AU

0114 273 9068 www.le-pla.com

TERMS OF BUSINESS

1. Price

- a) The price quoted excludes VAT. VAT will be charged at the appropriate rate.

2. Risk

- a) All goods are at the customer's risk from the time of delivery or collection.
- b) All goods supplied should be inspected by the customer on delivery or collection. If any goods are damaged, you should inform us at the earliest opportunity. You should give us a fair chance to inspect the damaged goods.

3. Payment Terms – Approved Credit Account

- a) If you have an approved credit account, payment is due as stated on your credit account application approval.
- b) If you fail to pay us in full on the due date we may:
 - suspend or cancel future deliveries;
 - take legal action to recover the amount due together with the cost of taking legal action;
 - withdraw your credit account, reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.

4. Title

- a) All goods supplied remain the property of Le Pla until paid for in full.

5. Warranties

- a) We warrant that the goods are free from material defect at the time of delivery or collection.
- If you believe that we have supplied goods that are defective in materials or workmanship, you must:
 - inform us (in writing), with full details, as soon as possible; and
 - allow us to investigate (we may need access to your premises and product samples).
 - If the goods are found to be defective in material or workmanship (following our investigations), we will (at our option), repair the goods, replace the goods or refund the value.
 - We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only)
 - direct financial loss, loss of profits or loss of use; and
 - indirect or consequential loss
 - Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £5,000,000.
 - For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
 - Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
 - Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
- b) We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

6. Customer Specifications

- a) If we prepare the goods in accordance with your specifications or instructions you must ensure that:
- the specifications or instructions are accurate;
 - goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
 - your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
 - We reserve the right;

- to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
- to make without notice any minor modifications in our specifications we think necessary or desirable.

7. Waiver and variations

- a) No failure or delay by us in enforcing any of our rights shall constitute a waiver of any of our rights. No waiver shall be effective unless in writing signed by us.
- b) No variation of these terms is binding unless:
 - made (or recorded) in writing;
 - signed on behalf of each party; and
 - expressly stating an intention to vary these terms.
 - All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any terms you may have to the extent that they are inconsistent with our terms.

8. Force majeure

- a) If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- b) Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

9. Data protection

- a) All personal data provided by the Buyer that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the rights of data subjects under the GDPR.