

These Terms and Conditions apply to the sale of all Products by POLIFILM, a trading name of Poli-Film UK Limited, a company registered in England and Wales under number 1254215, whose registered office address is at 7 Brunel Close, Drayton Fields Industrial Estate, Daventry, Northamptonshire, NN11 8RB (referred to as “we/us/our”).

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - “Contract” means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;
 - “Consumer” is as defined in the Consumer Rights Act 2015;
 - “Customer/you/your” means the sole trader, firm, corporate body or Consumer entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be our Customer in the context of the Contract;
 - “Order Confirmation” means our acceptance and confirmation of your order;
 - “Product(s)” means any product(s) sold by us; and
 - “Quotation” means our quotation for the supply of the Product(s), which remains open for acceptance for a period of 30 calendar days unless otherwise specified and sets out our entire scope of works.
 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.1.1. “writing/written” includes emails and similar communications;
 - 1.1.2. 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;
 - 1.1.3. “Terms and Conditions” refers to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.1.4. a clause refers to a clause of these Terms and Conditions;
 - 1.1.5. “Party/Parties” refer to the parties to these Terms and Conditions; and
 - 1.1.6. any reference to a Party includes its employees, agents and sub-contractors.
- 1.2. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.3. Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. Basis of the Contract

- 2.1. You can contact us by telephone or email in order to request a Quotation for the Products. We will then issue a Quotation and free samples (where applicable), together with bespoke pricing for future orders, based on the information provided by you at the time.
- 2.2. You can submit orders to us verbally, electronically or by way of purchase order, based on the Quotation and bespoke pricing as set out in clause 2.1. If you send us a purchase order, we will check the prices on your purchase order against our up-to-date pricing. If the prices do not match, we will contact you to advise of the correct price and will obtain your consent before proceeding.
- 2.3. A legally binding Contract will be formed once we send you our Order Confirmation, and the Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.
- 2.4. Please ensure that you have checked your requirements and that you have read these Terms and Conditions carefully before submitting your order to us. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.5. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.6. You are responsible for the accuracy of any information submitted to us and for ensuring that our Quotation and Order Confirmation reflect your requirements. Our Quotation and Order Confirmation are based on the information provided to us at the time we prepare them. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to them.
- 2.7. Any typographical, clerical or other error or omission in any sales literature, Quotation, Order Confirmation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on our part.
- 2.8. If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible.

3. Orders and Specifications

- 3.1. The quantity, quality and description of, and any specification for, the Products will be as set out in our Order Confirmation.

- 3.2. Unless we specify otherwise, there shall be no minimum order quantity for the Products. However, we reserve the right to charge for delivery and any other reasonable expenses incurred, for order below an agreed value. We will advise you during the ordering process if this is expected to apply.
- 3.3. Where agreed, and subject to agreement of price, we may be able to develop bespoke Products in accordance with the specification issued by you. You agree to supply us with all reasonable information and assistance in the development of such Products, and to grant us all such permissions as we may require in the use of your intellectual property within such specifications. We require written acceptance of the template(s) and sample(s) provided to you before we can commence manufacture. It is your responsibility to notify us of any errors or discrepancies prior to approval.
- 3.4. If the Products are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Products in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Products in stock. Please note each part-delivery may incur separate delivery costs.
- 3.5. We reserve the right to make any changes in the specification of the Products that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 3.6. It will be your responsibility to ensure that the Products being supplied by us are suitable for the use for which they are intended. We cannot guarantee that the Products will be fit for any such purpose.
- 3.7. Any illustrations, photographs or descriptions we provide, whether on our website or in catalogues, brochures, price lists or other documents issued by us are intended as a guide only and shall not be binding.

4. Price and Payment

- 4.1. The price of the Products will be as set out in the Order Confirmation or where no price has been quoted (or a quoted price is no longer valid), will be the price listed in our price list at the date of acceptance of the order.
- 4.2. For new Customers, we will issue a pro-forma invoice to you, and you will be required to make payment in advance, unless we expressly agree otherwise.
- 4.3. For any subsequent order(s), you may be able to apply for a credit account with us, at our discretion and subject to a satisfactory credit check. Payment terms will then be agreed by us and set out to you. Please note that such payment terms may be subject to change from time to time. We may revoke any credit limit we offer at any time.
- 4.4. We reserve the right to request payment up front if you do not have an account with us, if you exceed your credit limit, if for any reason, we are not satisfied of your creditworthiness, or if we so decide at our sole discretion. In this event, no Products will be released for delivery until such time as any pro-forma invoice issued by us has been paid in full.
- 4.5. We reserve the right by giving you notice at any time before delivery to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications, any delay caused by any instructions of yours, or your failure to give us adequate information or instructions.
- 4.6. All prices we provide are exclusive of VAT.
- 4.7. Where an order is received for a quantity different from that quoted for or where delivery is required in instalments smaller than those specified in the Quotation or where product specifications given on the order are different from those stated in the Quotation, our prices may be subject to amendment.
- 4.8. Subject to any special terms agreed in writing between the Parties, we will be entitled to invoice you for the price quoted, on or at any time after delivery of the Product(s). If you wrongfully fail to accept delivery, we will be entitled to invoice you for the quoted price at any time after we have tendered delivery of the items.
- 4.9. Unless we agree otherwise in writing, all invoices are payable in full, by BACS, without any deduction, retention or set off, in accordance with the payment terms as set out by us.
- 4.10. Payment must be made on the due date, notwithstanding that delivery may not have taken place and/or that the ownership in the Products has not passed to you, where applicable.
- 4.11. The time for the payment is of the essence of the Contract. If you do not make payment to us by the due date, then without prejudice to any other rights or remedies available to us, we will have the right to cancel any order(s) in progress, suspend any further deliveries to you, and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment

of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

5. Delivery and Collection

- 5.1. Please note that, unless otherwise agreed, we can currently only deliver to the UK and Ireland. If we cannot fulfil your Order, clause 2.8 will apply.
- 5.2. Any delivery dates specified are approximate only and we will not be liable for any delay in delivery, howsoever caused. Time for delivery shall not be of the essence of the Contract. We may also deliver in advance of the specified delivery date upon giving you reasonable notice.
- 5.3. If no-one is available to accept the delivery, the courier company will attempt to redeliver the Order on the next working day, unless you have specified otherwise. The redelivery may be chargeable, and we will reserve the right to charge to you any expenses incurred as a result in accordance with clause 5.5.
- 5.4. Unless otherwise specified by us, delivery will be to kerbside only. Unless otherwise agreed in writing, you will be responsible for the offloading and loading of the delivery. If there are likely to be any delivery restrictions to your chosen address, you must contact us in advance, as this may incur additional costs.
- 5.5. If you fail to take delivery of the Product(s), or fail to give us adequate delivery instructions, then we will charge you for the reasonable costs of storage, together with redelivery costs, insurance, administration and restocking fees. We may also treat the Contract as cancelled and recover any Products you have not yet paid for under clause 4.
- 5.6. It is your responsibility to inspect the order on delivery. Where the order cannot be examined, the delivery note or such other note as appropriate must be marked as "not examined". We will be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this clause 5.6 are not complied with and, in any event, will be under no liability if a written complaint is not made to us within 48 hours of delivery detailing the alleged damage or shortage.
- 5.7. Where the delivery is to be made in instalments, each delivery will constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions will not entitle you to treat the Contract as a whole as repudiated.
- 5.8. For bulk purchases, we reserve the right to deliver up to 10% more or less than the quantity ordered without any adjustment in the price (other than pro-rata the excess or deficiency) and the quantity so delivered will be deemed to be the quantity ordered.

6. Risk and Retention of Title

- 6.1. Risk of damage to or loss of any Products will pass to you at the time of delivery or at the time we attempted to deliver the Products.
- 6.2. Notwithstanding delivery and the passing of risk in the Products or any other provision of these Terms and Conditions, legal and beneficial title in the Products will not pass to you until we have received payment in cleared funds of the total price of the order.
- 6.3. Until such time as the title in the Products passes to you, you will hold the Products as our fiduciary agent and they must be properly stored, protected, insured and identified as our property. Until title has passed, you will be entitled to resell or use the Products in the ordinary course of business but will account to us for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and you must keep all such proceeds separate from any moneys or property of yours or any third party, and in the case of tangible proceeds, they must be properly stored, protected and insured.
- 6.4. We will be entitled at any time to require you to deliver up to us any Products in which we retain title and, if you fail to do so immediately, to enter upon any premises of yours or any third party where we reasonably believe the Products are being stored, during normal business hours, to repossess them.

7. Reseller and Supplier Obligations

- 7.1. It is your responsibility to ensure that any use, re-sale or distribution of the Products by you or any third party is in compliance with all instructions issued by us, and any applicable statutory requirements. If the Products are to be shipped, re-sold or distributed outside of the UK (including Northern Ireland), you will be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties, import and export taxes and other charges thereon.
- 7.2. All resellers and suppliers agree to be bound by our Code of Conduct, which incorporates our supply chain's minimum ESG standards and sustainability requirements. Our Code of Conduct is available on our website and may be updated from time to time. We advise you check it regularly to ensure compliance. It is your responsibility to ensure that any of your sub-contractors and suppliers also agree to be bound by this Code of Conduct.
- 7.3. We reserve the right to request evidence of your compliance, by way of on-site visits and audits, at our discretion.

8. Defective Goods

- 8.1. If any Products do not conform to the agreed specification, or are otherwise defective, you must notify us in accordance with clause 5.6. If you do not notify us accordingly, you will not be entitled to reject the order and we will have no liability for such defect or failure, and you will be bound to pay the price as if the order had been delivered in accordance with the Contract.
- 8.2. We shall have no liability under this clause 8 if we have not received payment in full under the Contract by the due date for payment, or in respect of:
 - 8.2.1. any defect in the Products arising from any drawing, design or specification supplied by you; or
 - 8.2.2. any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, alteration or repair of the Products without our prior written approval.
- 8.3. Where any valid claim is notified to us in accordance with this clause 8, then subject to you giving us suitable facilities and opportunity to inspect, investigate and test the alleged defect or failure, we will be entitled to replace the Products (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price) and we will have no further liability to you.

9. Consumer Cancellation Rights

- 9.1. If you are a Consumer, you have a statutory right to a "cooling off" period. This period begins once the Contract between you and us is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email. To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the cancellation period has expired. If you do so, we will refund any sums paid to us under the Contract within 14 days, using the same method you used to make payment, unless you request otherwise.
- 9.2. If you wish for us to start the manufacture and/or delivery of the Products within the cooling off period, you must make an express request for us to do so. You acknowledge and agree that if you do so, you will lose your right to cancel if our Products are manufactured and/or delivered within the 14-day cooling off period.
- 9.3. Please note that the 14-day cooling off period does not apply to any Order where we are providing bespoke Products, or where the Products have been cut to order.
- 9.4. After the expiry of the cooling off period set out in clause 9.1, or if you choose to waive your right to this, as set out in clause 9.2, you may not cancel or change any order once the Contract is formed, except with our agreement in writing, and on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result.

10. Other Cancellation Rights

- 10.1. We may cancel your order at any time before we dispatch the Products if they are no longer in stock and we are unable to re-stock (if, for example, they are discontinued). If we cancel your order, we will confirm this in writing and if you have already paid for the Products under clause 4, the payment will be refunded to you within 14 days.
- 10.2. You may not cancel or change any order once the Contract is formed, except with our agreement in writing, and on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result.
- 10.3. We may terminate the Contract, suspend further deliveries, charge you interest in accordance with clause 4.11 and recover any Products under clause 6 if:
 - 10.3.1. you fail to perform or observe any of your obligations under the Contract or if you are otherwise in breach of the Contract;
 - 10.3.2. you breach our Code of Conduct;
 - 10.3.3. you become subject to an administration order or enter into a voluntary arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;
 - 10.3.4. an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;
 - 10.3.5. you cease, or threaten to cease, to carry on business; or
 - 10.3.6. anything similar occurs, or we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.
- 10.4. In the event of termination:
 - 10.4.1. all payments due under the Contract will become due and immediately payable. In respect of Products provided but for

- which no invoice has been submitted, we will be entitled to submit an invoice, which will become immediately due and payable;
- 10.4.2. any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract will survive termination on a pro-rata basis.
- 10.5. The rights to cancel or terminate the Contract given by this clause 10 will not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 11. Liability and Indemnity**
- 11.1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 11.2. Except as provided in clause 11.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the maximum extent permitted by law.
- 11.3. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total price paid by you under the Contract for the individual Product(s) which are the subject of the alleged breach.
- 11.4. You agree to indemnify us against all damages, losses, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your employees, sub-contractors or agents.
- 11.5. Nothing in these Terms and Conditions seeks to limit or exclude any statutory rights as a Consumer, where applicable.
- 12. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing or unless required to do so by law.
- 13. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Products offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Contract, or the Products, unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 14. Intellectual Property**
- 14.1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Products. Nothing in the Contract will vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 14.2. You warrant that any specification, document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and you will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
- 14.3. Any documentation we may provide will be submitted in our normal standard format only. If additional copies of certification or specific requirements are needed, we reserve the right to apply additional charges.
- 15. Assignment and Sub-Contracting**
- 15.1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 15.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.
- 16. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action, pandemic, epidemic, difficulties in obtaining raw materials, labour, fuel, parts or machinery, breakdown in machinery or any other event beyond the control of the Party in question.
- 17. Data Protection:** Both Parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them.
- 18. Other Important Terms**
- 18.1. These Terms and Conditions and the Contract shall form the entire agreement between the Parties and shall supersede any previous agreement between us, whether written or oral.
- 18.2. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 18.3. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 18.4. Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 18.5. No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 18.6. All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
- 19. Law and Jurisdiction**
- 19.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.