



Terms & Conditions

Key Terms & Conditions of Sale

Our Key Terms and Conditions of Sale are set out below. We strongly recommend that you read the full set of terms and conditions before placing an order with us. All defined terms used in this document are contained and explained in our full set of terms and conditions, which are downloadable in PDF format [here](#). Should you have any questions, or have difficulty in obtaining the full set of terms and conditions, please contact us as soon as possible, and in any event, before placing an order.

1.1 These Conditions are at the exclusion of any other terms that the Customer seeks to impose. The Customer is responsible for ensuring that the Order is complete and accurate. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order.

1.2 Any samples, photos, descriptions or advertising produced by the Company are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract.

1.3 Any dates quoted for delivery are approximate only - the Seller shall not be liable for any delays in delivery caused by a Force Majeure Event or failure to provide the adequate delivery instructions. The Company shall not be liable for any claims to any delays in delivery. Time for delivery shall not be of the essence of the Contract.

1.4 The Company guarantees that for a period of 12 months from the date of delivery the Products shall conform to their description, be of satisfactory quality (as per the Sale of Goods Act 1979) and be free from material defects in design, material and workmanship.

1.5 Subject to point 1.6, if the Products do not comply with the warranty the Customer must notify the Company in writing. The Company shall be given a reasonable opportunity of examining the Products and may ask the Customer to return the Products to the Company's place of business. On receipt, the Company shall, at its option, repair or replace the defective Products, or refund the price paid.

1.6 The Company shall not be liable for the Products' failure to comply with the warranty if:

1.6.1 The Customer fails to follow instructions for the storage, use and maintenance of the Products or good trade practice

1.6.2 the Customer alters or repairs the Products without the consent of the Company;

1.6.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, accidental damage or abnormal storage or use of the Products by the Customer or by any third party.

1.7 If the Customer notifies the Company that they are unhappy with the Products for any reason they may return the Products within 14 calendar days of receipt of the Products, in the same condition as the Products were delivered to the Customer. The Customer is responsible for returning the item to the Company at their expense - the maximum return cost for tracked delivery is estimated to be a maximum £15 per box (based on the Company's largest box size). The Company will arrange for a refund of the price paid for the Products on receipt (minus any premium delivery service options selected at checkout).

1.8 The risk in the Products shall pass to the Customer on completion of delivery. Title to the Products shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for the Products.

1.9 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery. The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products.

1.10 The price of the Products is exclusive of VAT.

1.11 The Customer shall pay the full amount invoiced to it by the Company upfront on a pro forma basis, unless another payment basis has been agreed.

1.12 The Customer shall pay the invoice in full and cleared funds within 30 calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company.

1.13 If the Customer fails to make any payment due to the Company by the due date then, the Customer shall pay interest on the overdue amount at the rate of 4% per annum. Interest shall accrue on a daily basis.

1.14 The Customer acknowledges that all Intellectual Property Rights used or subsisting in the Products are and shall remain the sole property of the Company. The Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise any other person to do so.

1.15 If the Customer becomes subject to any insolvency or bankruptcy events, then the Company may cancel or suspend all further deliveries under the Contract and all outstanding sums in respect of any Products delivered to the Customer shall become immediately due.

1.16 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation; breach of the terms of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any way in which it would be unlawful for the Company to exclude or restrict liability.

1.17 Subject to clause 1.16: the Company shall under no circumstances whatever be liable to the Customer, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract. The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, shall in no circumstances exceed the purchase price of the Products.

1.18 The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

1.19 The provisions of this Clause 1.19 shall take effect where the Customer is, and throughout the duration of the Contract remains, a public body.

1.20 The Company acknowledges that the Customer may be subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environment Information Regulations 2004 (the "Regulations") and agrees to use its reasonable endeavours to cooperate with the Customer to enable the Customer to comply with these information disclosure requirements if, and to the extent that, the Customer notifies the Company of such requirements.

1.21 The Company acknowledges that the Customer has legal responsibilities to allow re-use of public sector information in accordance with the Re-Use of Public Sector Information Regulations 2005.

1.22 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

1.23 Any notice or other communication given to a party under or in connection with the Contract shall be in writing.

1.24 If any court or competent authority finds that any provision of the Contract is invalid that provision is deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

1.25 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

1.26 A person who is not a party to the Contract shall not have any rights under it.

1.27 The Contract, shall be governed by English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Full Terms & Conditions (to be put in pdf format)

The customer's attention is drawn in particular to the provisions of clause 11 (Limitation of Liability).

1 INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

"Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Company" Paul Norman Plastics Limited (registered in England with company number 01722616); "Conditions" the terms and conditions set out in this document as amended from time to time in accordance with clause 15.6; "Contract" the contract between the Company and the Customer for the sale and purchase of the Products in accordance with these Conditions;

"Customer" the person, firm, body or corporation who purchases the Products from the Company;

"Delivery Location" the location for delivery specified in the Order or such other location as the parties may agree in writing;

"Force Majeure Event" has the meaning given in clause 12;

"Intellectual Property Rights" all patents registered and unregistered designs, copyright, trademarks, knowhow and all other forms of intellectual property which subsist now or will subsist in the future in any part of the world;

"Order" the Customer's order for the Products, as set out overleaf;

"Products" the product (or any part of them) set out in the Order which the Company has agreed to sell and the Customer has agreed to purchase in accordance with these Conditions;

"Specification" any specification for the Products, including any related plans and drawings, that is agreed between the Customer and the Company in accordance with clause 3.

1.2 Construction In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 BASIS OF CONTRACT

2.1 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.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

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

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any

contractual force. Although every effort has been made to display the colours accurately, the Company cannot guarantee that any printed pictures or the display of the colours on the Customers monitor accurately reflect the colour of the Products. The Products may vary slightly from these images.

2.6 A quotation for Products given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3 PRODUCTS

3.1 The Products made available by the Company shall be as described in the Company's catalogue or brochure (as the case may be) as modified by any applicable Specification.

3.2 To the extent that the Products are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4 DELIVERY

4.1 The Company shall ensure that:

4.1.1 each delivery of the Products is accompanied by a delivery note which shows the [date of the Order, all relevant Customer reference numbers, the type and quantity of the Products (including any product reference numbers or catalogue numbers) and, if the Order is being delivered in instalments, the outstanding balance of Products remaining to be delivered]; and

4.1.2 if the Company requires the Customer to return any packaging materials to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Company may reasonably request.

4.2 The Company will endeavour to secure delivery of the Products to the Delivery Location by the estimated delivery date set out in the Order (if any) provided that:

4.2.1 the Company does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery;

4.2.2 the Company shall not be obliged to fulfil Orders in the sequence in which they are placed.

4.3 Any dates quoted for delivery are approximate only and the Seller shall not be liable for any delays in delivery of the Products that are caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Time for delivery of the Products shall not be of the essence of the Contract.

4.4 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location.

4.5 If the Customer fails to accept delivery of the Products within 3 Business Days of the Company notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract, delivery shall be deemed to have taken place on the third Business Day after the day on which the Company notified the Customer that the Products were ready and the Company shall store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including any applicable insurances).

4.6 If, after 10 Business Days of the date on which the Company notified the Customer that the Products were ready for delivery, the Customer has not accepted delivery, the Company may resell or otherwise dispose of all or part of the Products comprising the Order and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.

5 QUALITY

5.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery ("the warranty period"), the Products shall:

5.1.1 conform in all material respects with their description;

5.1.2 be free from material defects in design, material and workmanship;

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;

5.2.2 the Company is given a reasonable opportunity of examining the Products; and

5.2.3 the Customer (if asked to do so by the Company) returns the Products to the Company's place of business; the Company shall, at its option, repair or replace the defective Products, or refund the price paid by the Customer for the defective Products.

5.3 The Company shall not be liable for the Products' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such defective Products after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Products or (in the absence of any such instructions) good trade practice regarding the same;

5.3.3 the defect arises as a result of the Company following any Specification supplied by the Customer;

5.3.4 the Customer alters or repairs the Products without the written consent of the Company;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, accidental damage or abnormal storage or use of the Products by the Customer or by any third party; or

5.3.6 the Products differ from their descriptions or the Specification (if applicable) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 The Customer acknowledges that it shall be responsible for the onward sale of the Products to consumers and, as such, shall be responsible for compliance with all applicable consumer legislation, including but not limited to the Consumer Protection (Distance Selling) Regulations 2000.

5.7 Any return policies, cooling off periods the Customer wishes to offer its customers shall remain the responsibility of the Customer and nothing in these Conditions shall, or is intended to, create an obligation on the Company to comply with such policies and procedures.

5.8 These Conditions shall apply to any repaired or replacement Products supplied by the Company.

6 GOODWILL GUARANTEE OF PRODUCTS

In addition to the Customer's rights within the Warranty Period under clause 5, if the Customer notifies the Company that it is unhappy with the Products for any reason it may return the Products to the Company within 7 calendar days of receipt of the Products, in the same condition as the Products were delivered to the Customer. The Company will arrange for a refund of the price paid for the Products on receipt.

7 TITLE AND RISK

7.1 The risk in the Products shall pass to the Customer on completion of delivery.

7.2 Title to the Products shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for the Products.

7.3 Until title to the Products has passed to the Customer, the Customer shall:

7.3.1 hold the Products on a fiduciary basis as the Company's bailee;

7.3.2 store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

7.3.4 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.3.5 notify the Company immediately if it becomes subject to any of the events listed in clause 10;

7.3.6 give the Company such information relating to the Products as the Company may require from time to time but the Customer may use or resell the Products in the ordinary course of its business.

7.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Products have not been resold, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

8 PRICE AND PAYMENT

8.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

8.2 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

8.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date, Delivery Location, quantity or type of Products ordered, or the Specification;

8.2.3 any increase in manufacturing cost notified to the Company by the Company's manufacturer;

8.2.4 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

8.3 The price of the Products is exclusive of amounts in respect of value added tax ("VAT"). The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Products.

8.4 The Company may invoice the Customer for the Products on or at any time after the completion of delivery OR the Customer shall pay the full amount invoiced to it by the Company upfront on a pro forma basis, unless another payment basis has been agreed in writing prior to the delivery of the Products.

8.5 The Customer shall pay the invoice in full and cleared funds within 30 calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company.

8.6 If the Customer fails to make any payment due to the Company 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 National Westminster Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

9 INTELLECTUAL PROPERTY

9.1 The Customer acknowledges that all Intellectual Property Rights used or subsisting in the Products are and shall remain the sole property of the Company.

9.2 The Company shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Company.

9.3 The Company's Intellectual Property Rights in and relating to the Products shall remain the exclusive property of the Company, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

9.4 In entering into the Contract and purchasing the Products, the Customer acknowledges that nothing contained in these Conditions shall be construed as an assignment of any Intellectual Property Rights subsisting in the Products or any document provided with or in connection with them.

9.5 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any breach of this clause 9.

9.6 This clause 9 shall survive termination of the Contract.

10 TERMINATION

10.1 If the Customer becomes subject to any of the events listed in clause

10.2, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of any Products delivered to the Customer shall become immediately due. 10.2 For the purposes of clause 10.1, the relevant events are:

10.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

10.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

10.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;

10.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

10.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

10.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

10.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.8 (inclusive);

10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

10.2.11 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

10.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 the Company 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

11.2.2 the Company'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 purchase price of the Products.

12 FORCE MAJEURE The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13 FREEDOM OF INFORMATION

13.1 The provisions of this clause 13 shall take effect where the Customer is, and throughout the duration of the Contract remains, a public body.

13.2 The Company acknowledges that the Customer may be subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environment Information Regulations 2004 (the "Regulations") and agrees to use its reasonable endeavours to cooperate with the Customer to enable the Customer to comply with these information disclosure requirements if, and to the extent that, the Customer notifies the Company of such requirements.

13.3 In providing its cooperation to the Customer in accordance with clause 13.2, shall not knowingly do any act that would cause the Customer to be in breach of the Act and Regulations.

13.4 The Company acknowledges that the Customer may be required from time to time to disclose certain information which is the subject of the Contract where a person makes a request under the Act and/or Regulations and which, in the opinion of the Customer, is required to be disclosed in order for the Customer to discharge its responsibilities under the Act and Regulations.

13.5 To the extent that the Customer is required to exercise its right under clause 13.4 above, the Customer shall be required to consult the Company and take into account any reasonable suggestions made by it).

13.6 The Company agrees to notify the Customer of any information that it wishes to publish that relate to the Products or the Contract so that the Customer may maintain its publication scheme (where applicable) under the Act and Regulations.

13.7 The Company shall, as soon as reasonably practicable, notify the Customer of any requests for information received by the Company where the information requested is subject to the Contract and shall use its reasonable endeavours to follow the Customer's access procedures (where such access procedures are notified to the Company by the Customer) in fulfilling the request.

14 RE-USE OF PUBLIC SECTOR INFORMATION

14.1 The Company acknowledges that the Customer has legal responsibilities to allow reuse of public sector information in accordance with the Re-Use of Public Sector Information Regulations 2005.

14.2 The Customer warrants that it shall not authorise the re-use of information which is exempt from disclosure under the Freedom of Information Act 2005 where the Company owns the Intellectual Property Rights in that information.

14.3 Subject to clause 14.2 above, in the unlikely event that information is jointly owned by the Company and the Customer, and it is impossible to identify the Intellectual Property Right elements owned by each of the parties, the Customer agrees that it must obtain the written consent of the Company before authorising any re-use of such information.

15 GENERAL

15.1 Assignment and subcontracting

15.1.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

15.2 Notices

15.2.1 Any notice or other communication given to a party under or in connection with the 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 in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or recorded delivery, 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 e-mail, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. 15.3 Severance 15.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. 15.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.4 Waiver A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.5 Third party rights A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.6 Variation Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

15.7 Governing law and jurisdiction The 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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