1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

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

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the party for whom the Supplier makes the Goods and/or Services available.

Deliveries: the deliveries set out in the Order.

Goods: the goods set out in the Order supplied by the Supplier to the Customer.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by both parties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and logos, industrial designs, data, moral rights, databases, rights to use data, and all other forms of intellectual property or similar rights, whether or not registered.

Order: the Customer’s instruction to the Supplier to supply the Goods and/or Services, as set out in the Customer’s purchase order form, or in any other document incorporating these Conditions.

Performance Period: the period between the Order Date and Acceptance Date specified in the Order.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Parkside Flexibles (Europe) Ltd, Two Parkside, Oldbury, B69 3EA (Company Number 05325366).

Supplier Materials: the materials supplied by the Supplier as set out in clause 23.1.

VARIATION OF SPECIFICATION

All such substrate, plates, materials and property of whatsoever nature held by the Supplier on behalf of the Customer will be held in safe custody at its own risk, maintain the Supplier Materials in good condition until the Supplier receives the payment in full for all such Goods and/or Services and the Customer makes any further use of such Goods after giving a notice in accordance with clause 9.2.

The Supplier shall have the right to make any variations to the Goods and/or Services subject to clause 9.2 if the Customer gives notice in writing within a reasonable time of discovery (not exceeding 7 days) that some or all of the Goods do not comply with the Specification for any reason.

8.8 Storage of any printed material element of the Goods will be stored at the Supplier’s site for a maximum of six months from the date of delivery. If the Goods are not collected by the Customer within six months from the date of delivery or after six months if such Goods have not been accepted and delivered to the Customer. For the avoidance of doubt, the Goods will be invoiced to the Customer in accordance with these Conditions.

QUALITY OF GOODS

The Supplier warrants that on delivery and for a period of six (6) months after Delivery the Goods shall:

(a) be free from all defects in material and workmanship;

(b) be fit for the purposes for which they are supplied and fit for all purposes reasonably anticipated by the Customer;

(c) be in good working order and condition (exclusive of any packaging);

(d) be delivered with all necessary licences, permissions and consents which may be required for the Services before delivery.

10. LOSS OR DAMAGE IN TRANSIT

10.1 On delivery, the Customer shall be liable for any loss or damage to the Goods through (a) war, (b) riot, (c) civil commotion, (d) the act of any governmental authority, (e) any industrial or civil disturbance, (f) any action of the Customer, or (g) any default of the Suppliers.

10.2 The Supplier shall have no liability to the Customer in respect of the Goods’ failure to comply with the warranty in clause 9.2, except as provided above or in clause 9.3.

11. TITLE AND RISK

11.1 The Goods shall pass to the Customer on completion of delivery or collection whichever is the earlier.

11.2 The title to the Goods shall not pass to the Customer until the Customer receives payment in full (in cash or cleared funds) for the price of the Goods together with the delivery charge.

11.3 Until such time as title to the Goods passes to the Customer, the Customer shall hold the Goods on a bailee basis for the Supplier and in the case of export delivery, the Customer undertakes to keep the Goods separate and identifiable from all other goods held by the Customer.

12. CUSTOMER’S OBLIGATIONS

12.1 The Customer shall provide the Supplier with the Customer in accordance with the Specification Service in all material respects.

12.2 The Supplier shall use all reasonable endeavors to meet any performance dates for the Services specified in the contract. The Supplier shall not be liable for any failure to provide the Services, or any part thereof, whether or not the Supplier shall be liable for such failure unless such failure is caused by the Supplier’s failure to comply with its obligations under the terms of this contract.

12.3 The Supplier shall be entitled to deduct any amounts payable by the Customer to the Supplier for any reason, whether under the Contract or otherwise, from any amount which the Supplier is liable to pay to the Customer, without prejudice to any of its other rights and remedies.

12.4 The Customer shall keep and maintain all necessary licences, permissions and consents which may be required for the Services before delivery of the Goods to the Customer.

12.5 The Customer shall provide all the information which the Supplier reasonably requires to perform the Services.

12.6 The Customer shall provide all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer’s premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of the Supplier Materials other than in accordance with the Supplier’s written instructions or as required by law.
13.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Customer or by any failure on its part to make any payment when due, the Supplier may (without prejudice to any other rights or remedies to which it is entitled) suspend the performance of its obligations under the Contract and/or the date for delivery of the Goods and/or provision of the Services, unless otherwise expressly agreed in writing and signed by a Director of the Supplier.

(a) the Supplier shall not be liable for any consequential loss suffered by the Customer which would not have been incurred but for the Supplier's failure or delay in performing any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; and
(b) the Supplier shall not be liable for any loss of profit, loss of business, loss of business opportunity, loss of reputation, credit, business or goodwill; or for any indirect or consequential loss or damage, which results from the Supplier's failure or delay to perform any of its obligations as set out in clause 13.2; and
(c) the Customer shall reimburses the Supplier for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

14. CHARGES AND PRICES

14.1 The prices quoted are exclusive of VAT. Unless otherwise agreed in writing the prices quoted are subject to change to reflect price changes direct to revision for errors and omissions at any time.

14.2 In addition to the prices for the Goods and/or Services as set out within this clause, the Supplier shall be entitled to charge (a) all the reasonable costs incurred by the Supplier in effecting any sale on the Customer's behalf; (b) any interest, carriage, insurance, and delivery charges as may be incurred in the course of the supply of the Goods and/or the provision of the Services, unless otherwise expressly agreed in writing and signed by a Director of the Supplier.

14.3 The Supplier shall have the right to make a charge for any waste materials removed from the Customer's premises by the Supplier. Where any work or service is carried out by the Supplier at the Customer's request (including the making of any alterations or modifications to any Goods supplied), such work or service will be charged at the Supplier's standard rate as charged on a daily basis.

14.4 The price for the Goods shall be the price set out in an invoice signed by the Supplier, unless otherwise agreed in writing between the parties. Where the Buyer is a Customer of the Supplier, the price shall be the price set out in the invoice which shall be paid to the Supplier.

14.5 The price of the Goods is exclusive of all costs and charges of packaging and insurance of the Goods, which shall be paid by the Customer. Each invoice issued by the Supplier shall be payable net in full and in cleared funds to a bank account nominated in writing by the Supplier and such payment of the invoice shall be exclusive of all costs and charges of delivery, which will be quoted separately and in each case will be exclusive of any value added tax and any other applicable taxes.

14.6 Unless expressly stated otherwise all prices are exclusive of Value Added Tax and any other levies taxes or duties which may be levied on them by the Revenue or any other authority at any time.

14.7 Furthermore, unless otherwise expressly agreed in writing on printed orders signed by a Director of the Supplier, the price of Goods shall be as set out in a price list applicable to the Supplier's Products. Such price lists are available on the Supplier's website and shall be revised from time to time. Such revisions shall be effective to all existing, current and future orders and contracts.

14.8 Unless included expressly within the prices forming part of the Order as acknowledged and accepted by the Supplier forming the basis of the Contract with the Customer, the price for the supply of the Goods and/or the provision of the Services shall be exclusive of all costs and charges of packaging and insurance of the Goods, which shall be paid by the Customer. Each invoice issued by the Supplier shall be payable net in full and in cleared funds to a bank account nominated in writing by the Supplier or otherwise returned at the Customer's expense. The Supplier reserves the right to charge for any costs or losses which the Supplier is entitled to claim in respect of the Goods or Services supplied by the Supplier.

14.9 The charges for Services shall be agreed in advance between the Customer (including any and all taxes, VAT, domiciliary fees, expenses or related charges) and the Supplier and on agreed terms they are binding and no Services are required to be provided by the Supplier whatsoever.

14.10 Subject to subclause 14.9, (a) at the increase of the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods; and (b) in any other event or circumstance, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or the supply of the Services, unless otherwise expressly agreed in writing and signed by a Director of the Supplier.

14.11 (a) the increase of the price of any other goods; and/or (b) the increase of the price of any other Services other than those specifically agreed to in writing and signed by a Director of the Supplier.

14.12 Any increase in the price of the Goods between the formation of the Contract and the delivery of the Goods as a result of market fluctuations or general increases imposed upon such Goods, shall be charged to the Customer and the Supplier shall supply the Goods or provide the Services as the case may be, as agreed in supply of the Goods and/or provision of the Services, unless otherwise expressly agreed in writing and signed by a Director of the Supplier.

14.13 The Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate for the supply of the Goods and/or provision of the Services, under any Contract, which is in

14.14 In the event that the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Customer or by any failure on its part to make any payment when due, the Supplier may (without prejudice to any other rights or remedies to which it is entitled) at any time after giving the Customer notice of its intention to do so, suspends the performance of its obligations under the Contract and/or the date for delivery of the Goods and/or provision of the Services, unless otherwise expressly agreed in writing and signed by a Director of the Supplier.

14.15 Without prejudice to clause 14.14, the Supplier makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Customer accepts liability in respect of infringement of any such rights or the Supplier's loss or damage arising as a result of such infringement.

21. DATA PROTECTION

21.1 With respect to the performance of this Contract, the Supplier may process the Customer’s personal data ("Personal Data") in connection with the performance by the Supplier of its obligations under the Contract:

(a) Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate safeguards in accordance with the relevant data protection legislation: as defined in the Data Protection Legislation. (b) Data Protection Legislation refers to any other data protection legislation in force in time from time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (as amended).

21.2 Domestic Law refers to the law of the United Kingdom or a part of the United Kingdom.

21.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not release, replace or, a party's obligations or rights under the Data Protection Legislation.

21.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Controller is and the Supplier is the Processor.

21.5 Without prejudice to the generality of clause 21.2, the Customer will ensure that it has all necessary rights to allow the Supplier to process Personal Data for the purposes of the Contract on its behalf for the duration and purposes of the Contract.

21.6 Without prejudice to the generality of clause 21.2, the Customer hereby consents to the Supplier being the Processor of the Personal Data by the Customer on behalf of the Customer for the period and purposes set out in the Contract and acknowledges that the Customer will be responsible for ensuring that it has all necessary rights to allow the Supplier to process the Personal Data on its behalf for the purposes set out in the Contract.

21.7 The Customer warrants that it has all necessary rights to allow the Supplier to process its Personal Data for the purposes of the Contract on its behalf for the period and purposes set out in the Contract.

21.8 The Supplier shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.9 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.10 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.11 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.12 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.13 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.14 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.15 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.16 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.17 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.

21.18 Either party may, at any time on not less than 30 days' notice, revise this clause 21. Although the Supplier will comply with all applicable requirements of the Data Protection Legislation, it shall not be liable for any breach of warranties by the Customer under subclause 21.7.
been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

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

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

23. FORCE MAJEURE

23.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, pandemic or epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

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

23.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods, the Supplier shall, in its sole discretion, have the ability to temporarily suspend performance of any Contract for a maximum of 6 months. If the Force Majeure Event is resolved within this period, the Contract shall continue and be adjusted in terms of delivery times and requirements only, to reflect any Force Majeure period.

23.4 If however, the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 6 months, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer, as a result of which the Supplier shall be discharged from further performance of and liability under the Contract. If the Supplier exercises such right the Customer shall thereupon pay the Contract price less a reasonable allowance for what has not been performed by the Supplier at the time of termination.

24. GENERAL

24.1 Anti-Bribery

(a) The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 ("Relevant Requirements").

(b) The Customer shall have and maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

(c) The Customer agrees to indemnify the Supplier for and against any direct, indirect and consequential losses, damages, liabilities, claims, costs (including legal costs) and expenses incurred by the Supplier as a result of the Customer's breach of this clause.

24.2 Assignment and other dealings.

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

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

24.3 Notices.

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

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

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

24.4 Severance.

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

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

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

24.6 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

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

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

24.9 Governing law. This agreement and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).