

**IMPORTANT:** These Terms and Conditions shall govern all contracts between us for the supply of the services detailed herein, excluding all other terms and conditions, including any terms and conditions which you may purport to apply.

## TERMS & CONDITIONS: Hannam Polishing Services Limited

### 1. Interpretation

#### 1.1 In these Conditions:

"Client"	means the person named on the Specification Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions.
"Contract"	means the contract for the provision of the Specified Service between the Client and the Supplier as detailed in the Specification Sheet and these Conditions.
"Documents"	includes in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.
"Input Material"	means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service.
"Specification Sheet"	means the sheet attached to the front of these Terms and Conditions and headed "Specification Sheet".
"Specified Service"	means the service to be provided by the Supplier for the Client and referred to in the Specification Sheet.
Supplier"	means Hannam Polishing Services Ltd of White Horse Farm House, Stow Bedon, Attleborough, Norfolk NR17 1BX.
"Suppliers Standard Charges"	means the charges notified by the Supplier or as illustrated in the Specification Sheet.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Supply of the Specified Service

- 2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Subject to clause 2.6, any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client.
- 2.2 The Client acknowledges that the Supplier's ability to provide Specified Service is dependant upon the full and timely co-operation of the Client (which the Client hereby agrees to provide) as well as the accuracy and completeness of all Documents and Input Material supplied to the Supplier.
- 2.3 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary Input Material, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.4 The Client shall at its own expense retain duplicate copies of all Input Materials and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.
- 2.5 The Specified Service shall be provided in accordance with the Specification Sheet subject to these Conditions.
- 2.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

### 3. Charges

- 3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges, expenses and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which in, the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2 The Supplier shall be entitled to vary the Supplier's Standard Charges from time to time by giving not less than three months' written notice to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4 The Supplier shall be entitled to invoice the Client on completion of the Specified Service. The Supplier reserves the right to charge a deposit, which shall be payable in advance. The Supplier reserves the right to delay the commencement of the Specified Service until any such deposit, if any, has been paid in full. The value of any deposit shall be set at the Supplier's discretion. Where a deposit is requested, the Client shall be invoiced for the remainder of the Supplier's Standard Charges, expenses and any additional sums upon completion of the Specified Service.
- 3.5 The Supplier's Standard Charges, expenses and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax) in full, and without any set-off or deduction, within 30 days of the date of the Supplier's invoice.
- 3.6 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the annual rate of 8% above the base rate from time to time of Lloyds TSB Bank plc from the due date accruing on a daily basis until the outstanding amount is paid in full. The Supplier reserves the right to claim to interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.7 The Supplier is entitled to charge a cancellation fee equal to 100% of the Supplier's Standard Charges if the Client cancels or postpones any arrangements for Specified Services within 30 days of the date set for the provision or delivery of those Specified Services.

### 4. Intellectual Property and Confidentiality

- 4.1 The property and any copyright or other intellectual property rights in any Input Material shall belong to the Client.
- 4.2 Any Documents, Input Material or other information provided by the Client that is designated as confidential by the Client, shall be kept confidential by the Supplier, unless the Documents, Input Material or other information was public knowledge or already known to the Supplier at the time of disclosure, or at any future time becomes public knowledge through no fault of the Supplier.

- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

### 5. Warranties and Liabilities

- 5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification Sheet and at the intervals and within the times referred to in the Specification Sheet.
  - 5.2 Where the Supplier supplies in connection with the provision of the Specified Service any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the third party supplying the goods to the Supplier.
  - 5.3 No provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the Supplier's liability under the provisions of the UK legislation in force from time to time, beyond any extent to which such exclusion or restriction is permitted.
  - 5.4 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
  - 5.5 Except in respect of death or personal injury caused by the negligence of the Supplier, its servants or agents, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), any implied warranty, condition or other term, or any duty at common law for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Specified Service or their use by the Client.
  - 5.6 Save as otherwise required by UK legislation, the entire liability of the Supplier for any loss, damage, costs, expenses or claims arising out of or in connection with the Contract shall be limited to the lower of:
    - 5.6.1 The amount of the Supplier's Standard Charge, expenses and any additional sums paid by the Client for the provision of the Specified Service; and
    - 5.6.2 £2.5 million, under the Supplier's insurance liability.
- ### 6. Termination
- 6.1 Either party shall be entitled to terminate the Contract at any time by giving not less than three months' written notice to the other party.
  - 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract with immediate effect by giving written notice to the other if that other (a) commits any breach of these Conditions which (if capable of remedy) the other party fails to remedy the breach within 30 days after being required by written notice to do so, or (b) if the other goes into liquidation, or (c) in the case of an individual or firm becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or an administrator appointed.
  - 6.3 In the event of the Contract being terminated, without prejudice to any other remedy available, the Client shall immediately pass any sums due under the terms of the Contract to the Supplier.

### 7. Force Majeure

The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any circumstances beyond the Supplier's reasonable control.

### 8. General

- 8.1 These Conditions and the documents referred to herein constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 8.3 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 any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8.5 Words in the singular include the plural and in the plural include the singular; a reference to one gender includes a reference to the other gender.
- 8.6 The Supplier shall be entitled to refer to its provision of services to the Client for any purpose in connection with the Suppliers business provided that prior to any published reference to the Client the Supplier shall give an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.
- 8.7 The parties to the Contract do not intend that any terms of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 8.8 English Laws shall apply to the Contract, and the parties agree to subject to the non-exclusive jurisdiction of the English courts.