

General Terms & Conditions of Purchase  
Worldmark UK Ltd, trading as CCL Design UK

## 1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Terms and Conditions:

**Contract** means the contract between CCL and the Supplier for the sale and purchase of the Products and Services in accordance with these Terms and Conditions;

**Delivery Point** means the location for delivery agreed between CCL and the Supplier in writing;

**Incoterms® 2010** means the Incoterms® 2010 rules for the use of domestic and international trade terms issued by the International Chamber of Commerce;

**Intellectual Property Rights** means all copyright, database rights, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (Whether or not registered) subsisting anywhere in the world in or associated with the Products and Services;

**Products** means the products (or any part of them) set out in the Order;

**Services** means the services (or any part of them) set out in the Order.

**Order** means CCL's order for the Products and Services, as set out overleaf;

**Specification** means any specification for the Products and Services, including any related plans and drawings, which is agreed in writing by CCL and the Supplier;

**Working Day 9am -5pm** Monday to Friday

## 2. Basis of contract

2.1 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms and conditions contained or provided with the Supplier's order confirmation, acceptance or any other documentation provided by the Supplier are hereby expressly excluded and shall not form part of the Contract.

2.2 The Order constitutes an offer by CCL to purchase the Products and Services in accordance with these Terms and Conditions.

2.3 The Order shall be deemed to be accepted on the Supplier issuing a written acceptance of the Order; and at which point the Contract shall come into existence.

## 3. The Products and Services

3.1 The Supplier shall ensure that the Products and services shall:

3.1.1 Correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended)

3.1.3 Where applicable, be free from defects in design, material and workmanship and remain so for 12 months after Delivery or extended beyond this period by mutual agreement

3.1.4 Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products, services or equipment

3.1.5 Not infringe any domestic or international patents related to the products and services

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 CCL shall have the right to inspect and test the Products at any time before delivery.

3.4 If following such inspection or testing CCL considers that the Products do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, CCL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

Including but not limited to a full 8D investigation

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and CCL shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 4. Delivery

4.1 The Supplier shall ensure that:

4.1.1 The Products are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Products is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and

4.2 The Supplier shall deliver the Products:

4.2.1 on the date specified in the Order

4.2.2 to the Delivery Point in accordance with Incoterms® 2010,

4.2.3 during CCL's normal business hours, or as instructed by CCL.

4.3 CCL shall arrange to conduct a thorough inspection of the appearance, quantity, materials, workmanship as well as performance of the Products within a reasonable time period of delivery of the Products, in the opinion of CCL, in order to verify and confirm the conformity of the delivered

Products with the undertakings detailed in Clause 3.1. CCL shall give written notice of any rejection to the Supplier, within a reasonable time period, in the opinion of CCL, on account of any defect by reason of which CCL alleges that the Products delivered do not comply with the undertakings detailed in Clause 3.1 and which was apparent on reasonable inspection.

4.4 If the Supplier:

4.4.1 Delivers less than 95% of the quantity of Products ordered, CCL may reject the Products; or

4.4.2 Delivers more than 105% of the quantity of Products ordered, CCL may at its discretion reject the Products or the excess Products,

And any rejected Products shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Products ordered, and CCL accepts the delivery, a pro rata adjustment shall be made to the invoice for the Products. The Supplier shall not deliver the products in instalments without CCL's prior written consent.

## 5. Remedies

5.1 If the Products and Services are not delivered on the date they are due as referred to in clause 4.2.1, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, CCL shall have the right to any one or more of the following remedies, whether or not it has accepted the Products and Services:

5.1.1 To terminate the Contract;

5.1.2 To reject the Products and Services (in whole or in part) and in the case of products return them to the Supplier at the Supplier's own risk and expense;

5.1.3 To require the Supplier to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);

5.1.4 To refuse to accept any subsequent delivery of the Products and Services which the Supplier attempts to make;

5.1.5 To recover from the Supplier any costs incurred by CCL in obtaining substitute products and services from a third party; and

5.1.6 To claim damages for any other costs, loss or expenses incurred by CCL which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 These Terms and Conditions shall apply to any repaired or replacement Products supplied by the Supplier.

5.3 The Supplier shall keep CCL indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by CCL as a result of or in connection with:

5.3.1 Any claim made against CCL for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Products and services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

5.3.2 any claim made against CCL by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Products and services, to the extent that the defect in the Products and services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This clause 5.3 shall survive termination of the Contract.

5.4 CCL's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.

## 6. Title and Risk

6.1 Title and risk in the Products shall pass to CCL on acceptance of the Products.

6.2 The price of the Products and Services shall be the price set out in the Order

6.3 The price of the Products and Services is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage (including import duties) of the Products and Services, unless otherwise agreed in writing. No extra charges shall be effective unless agreed in writing and signed by CCL.

6.4 CCL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products and Services.

6.5 The Supplier may invoice CCL for the Products and Services on or at any time after the completion of delivery.

6.6 CCL shall pay correctly rendered invoices at the agreed payment term. Receipt of the Payment shall be made in the agreed currency to the bank account nominated in writing by the Supplier.

## 7. Customer Property

7.1 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by CCL to the Supplier (Customer Materials) and all rights in CCL material are and shall remain the exclusive property of CCL. The Supplier shall keep CCL Materials in safe custody at its own risk, maintain them in good condition until returned to CCL, and not dispose or use the same other than in accordance with CCL's written instructions or authorisation.

## 8. Insurance

8.1 Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise.

## 9. Intellectual Property Rights

9.1 If at any time it is alleged that the Products and Services infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

9.1.1 Modify or replace the Products in order to avoid the infringement;

9.1.2 Procure for CCL the right to continue using the Products and Services; or

9.1.3 Repurchase the Products and Services at the price paid by CCL, less depreciation at the rate the Supplier applies to its own equipment.

9.2 CCL shall notify the Supplier of:

9.2.1 Any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to CCL's notice; and

9.2.2 Any claim by any third party that comes to CCL's notice that the sale or advertisement of the Products and Services infringes the rights of any person.

9.3 The Supplier shall indemnify CCL on demand in respect of any losses, claims, demands or expenses suffered or incurred by CCL that the Products and Services (or any part of either of them) infringe the Intellectual Property Rights of a third party

## 10. Force Majeure

10.1 Neither party shall be liable to the other, or be deemed to be in breach of this Contract, by reason of any delay in performing, or failure to perform, any of its obligations under this Contract if the delay or failure was beyond that party's reasonable control (including fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war, warlike hostilities or threat of war, terrorist activities, accidental or malicious damage and any prohibition or restriction by any government or other legal authority which affects this Contract and which is not in force on the date of this Contract).

10.2 A party claiming to be unable to perform its obligations under this Contract (either on time or at all) in any of the circumstances set out in Clause 10.1 shall notify the other party of the nature and extent of the circumstances in question as soon as practicable.

10.3 This Clause 10 shall cease to apply when such circumstances have ceased to have effect on the performance of this Contract and the party affected shall give notice to the other party that the circumstances have ceased.

10.4 If any circumstance relied on by either party for the purposes of this Clause 10 continues for more than two months, the other party shall be entitled to terminate this Contract by giving one month's written notice to the other party.

### **11. Limitation of Liability**

11.1 CCL's total liability in contract, tort (including negligence), misrepresentation or otherwise in relation to this Contract shall be limited to the List Price of the Products and Services to which the claim relates

11.2 CCL shall not be liable to the Supplier for:

11.2.1 Any indirect, special or consequential loss or damage;

11.2.2 Loss of data or other equipment or property;

11.2.3 Economic loss or damage;

11.2.4 Incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or

11.2.5 Any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if CCL is advised in advance of the possibility of any such losses or damages.

### **12. Disputes**

12.1 Subject as may be provided elsewhere in these Terms and Conditions, all disputes, differences or questions arising in relation to this Contract shall be referred in the first instance to the sales director of the Supplier and the Purchasing Manager of CCL, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month.

### **13. Entire Agreement**

13.1 These Terms and Conditions constitutes the entire agreement between the parties in connection with its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of this Contract by or on behalf of the parties and relating to its subject matter.

13.2 No waiver of any term, provision or condition of these Terms and Conditions shall be effective, except where it is clearly made in writing and signed by the waiving party. No waiver of any particular breach of these Terms and Conditions shall be held to be a waiver of any other or subsequent breach.

13.3 No omission or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under these Terms and Conditions.

13.4 The rights and remedies arising under, or in connection with, these Terms and Conditions are cumulative and, except where otherwise expressly provided in these Terms and Conditions, do not exclude rights and remedies provided by law or otherwise.

### **14. Third Party Rights**

14.1 No person who is not party to these Terms and Conditions shall have any right to enforce any term of this Contract

14.2 These Terms and Conditions shall be governed by and construed in all respects in