STANDARD TERMS & CONDITIONS OF SALE

Northern Labels Limited | England & Wales company no. 5656853

EFFECTIVE 11 OCTOBER 2026

1. Basis of the sale, definitions and overall agreement.

1.1 These Terms and Conditions will apply to the purchase of the goods or services detailed in our quotation (as Goods or Services) by the buyer (Buyer , You or Customer) from Northern Labels Limited (Us or the Seller), a company registered in England & Wales under number 5656853.

1.2 These terms and Conditions will be deemed to have been accepted by you when you accept them specifically or by accepting a quotation, placing an order with us, paying for a proforma invoice or from the date of any delivery of Goods (Whichever happens earlier) and will constitute the entire agreement between us and you.

1.3 These Terms and conditions and the quotation or confirmation of an order apply to the purchase and sale of Goods or Services between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Orders, Specifications & Intellectual Property Rights

2.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by one of the Sellers authorised representatives.

2.2 The Customer is responsible to the Seller for the accuracy of the specification, details and terms of any order placed.

2.3 The Customer is responsible for supplying any necessary items or information required with sufficient time to enable the Seller to perform the Contract in accordance with its terms.

2.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the specifications/designs submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against, or incurred by, the Seller in connection with, or paid or agreed to be paid by, the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specifications.

2.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements or where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

2.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

2.7 The Buyer warrants that each person who places, amends or approves an order on its behalf has authority to do so and that the Buyer has obtained any consent or authority required to instruct the Seller to manufacture the Goods, including where the Goods bear the name, branding or other rights of any third party.

2.8 The Buyer warrants that it holds or has obtained all rights, licences, consents and permissions necessary for the Seller to reproduce and use any artwork, trade marks, logos, designs, photographs, text and other material supplied or approved by the Buyer for the purposes of the order. Unless the Seller has expressly agreed in writing to verify particular content, the Buyer is responsible for the accuracy, lawfulness and regulatory compliance of the supplied or approved content, including any product descriptions, ingredients, allergens, warnings, barcodes or claims.

2.9 The Buyer shall indemnify the Seller against third-party claims and the reasonable losses, liabilities, damages and legal costs arising from the Buyer's breach of clauses 2.7 or 2.8 or from the Seller's reproduction of Buyer-supplied or Buyer-approved content in accordance with the Buyer's instructions, except to the extent caused by the Seller's own breach of contract, negligence or wilful misconduct. The parties shall cooperate reasonably in responding to any such claim.

2.10 Before manufacture, the Buyer shall check and approve the final proof and relevant job specification, including spelling, artwork, quantities, dimensions, layout and required information. The Buyer is responsible for errors or omissions reasonably apparent in material it has approved. Approval does not excuse the Seller from manufacturing the Goods in accordance with the approved proof and agreed specification or from liability which cannot lawfully be excluded.

3. Price

3.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted or a quoted price is no longer valid, a revised quotation.

3.2 All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they might be altered by the Seller without giving notice to the Buyer.

3.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, the coming into force or manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

3.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in writing between the Buyer and Seller, all prices are given by the Seller on an ex- works basis and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charge for transport, packaging and insurance.

3.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay the Seller.

4. Payment

4.1 Payment of the Price and VAT shall be due as per the terms stated on the Seller's invoice.

4.2 The time of payment of the invoice shall be of the essence of the Contract.

4.3 The Seller reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.

4.4 Payment shall not be deemed to be made until funds have been cleared and credited to the Seller's account. The Buyer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution howsoever arising. Receipts for payments will only be issued on request.

4.5 If the Buyer fails to make any payment within the the terms of the Sellers invoice, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

4.5.1 Cancel the contract;

4.5.2 require payment in advance of delivery in relation to any Goods not previously delivered;

4.5.3 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

4.5.4 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as the Seller may think fit;

4.5.5 In qualifying business-to-business transactions, charge interest on overdue sums and recover applicable debt-recovery compensation and costs to the extent provided by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

5. Delivery

5.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

5.3 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing

5.4 If the Buyer fails to accept delivery of Goods on the delivery date or within 3 days of notification that they are ready for despatch whether prior to or after the delivery date the Seller reserves the right to invoice the Goods to the Buyer and charge him therefore. In addition the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either despatched to the Buyer or disposed of elsewhere.

5.5 The Seller shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other related contract as repudiated.

5.6 Where the Buyer requires delivery of the Goods by instalments, rescheduling requires the Seller's written agreement and will not be possible unless at least 3 month's written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Buyer to pay the Price in respect of any instalment shall entitle the Seller to treat any other related contract as repudiated in addition to any other rights of the Seller pursuant to these Conditions.

5.7 If the Seller fails to deliver the Goods for a reason other than a cause beyond the Seller's reasonable control or the Buyer's fault, and is accordingly liable to the Buyer, the Seller's liability shall, to the extent permitted by law, be limited to the difference (if any) between the price of the undelivered Goods and the reasonable cost to the Buyer of obtaining comparable replacement goods.

6. Acceptance of the Goods

6.1 The Seller is a distributor/manufacturer of goods and the Buyer is exclusively responsible for detailing the specification of the Goods, for ascertaining the use to which they will be put and for determining their ability to function for that purpose.

6.2 The Buyer shall inspect and, where appropriate, test the Goods promptly on delivery. Any defect, damage, shortage or non-conformity apparent on reasonable inspection shall be notified to the Seller in writing, with reasonable supporting evidence, within 14 days of delivery. A defect not reasonably apparent on such inspection shall be notified within a reasonable time after its discovery, in accordance with clause 8.3. Nothing in this clause removes rights that cannot lawfully be excluded.

6.3 The Buyer shall not remove or otherwise interfere with any batch number markings on the Goods.

6.4 The Buyer shall accept delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that any such discrepancy shall not exceed 5%, the Price to be adjusted pro-rata to the discrepancy.

7. Risk & Title

7.1 Risk of damage or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

7.4 Until payment of the Price the Buyer shall be entitled to resell or use the Goods in the course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.5 Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.7 The Seller shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from the Seller.

8. Warranties

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from faults in material and workmanship for a period of 3 months from the date of delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 The Seller shall not be liable for any economic loss suffered by the Buyer as a result of the failure of any goods to conform to the contract specification or drawing or design supplied by the Buyer, including loss of profits, business, goodwill or other consequential loss;

8.2.2 The Seller shall be under no liability in respect of any fault arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without the Seller's approval;

8.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Any claim by the Buyer which is based on any fault in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of delivery or (where the fault or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the fault or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such fault or failure and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the Contract.

8.4 Where any valid claim in respect of any Goods which is based on any fault in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part thereof) but the Seller shall have no further liability to the Buyer.

8.5 The Buyer may only return Goods with the Seller's prior written consent and in accordance with its written instructions.

9. Limitation of Liability

9.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:-

9.1.1 the correspondence of the Goods with any description or sample;

9.1.2 the quality of the Goods; or

9.1.3 the fitness of the Goods for any purpose whatsoever.

9.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

9.2.1 the correspondence of the Goods with any description;

9.2.2 the quality of the Goods; or

9.2.3 the fitness of the Goods for any purpose whatsoever.

9.3 Except where the Buyer deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.

9.4 For the avoidance of doubt the Seller will not accept any claim for consequential or financial loss of any kind however caused.

9.5 Where any court or arbitrator determines that any part of Clause 9 is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the Price.

9.6 Nothing in these Conditions shall exclude or restrict liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability to the extent that exclusion or restriction is prohibited by law.

10. Force Majeure

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

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

10.3 If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 4 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may be relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.4 The Contract shall be governed by the laws of England. Furthermore, the parties hereto submit to the exclusive jurisdiction of the English Courts.

11.5 For further details regarding General Data Protection Regulation (GDPR), please visit our website via this link: www.northernlabels.co.uk/privacy-cookie-policy