

## The Terms and Conditions of Supply of Goods

The following terms and conditions govern the supply of goods sold by Arco Professional Safety Services Limited (company number. 2712780), whose registered office is at Units 5, Raleigh Hall Industrial Estate, Eccleshall, Stafford, ST21 6JL ("Arco", "Our", "We") to the customer ("You", "Your", "Us"). By ordering goods from Our website [www.arcoservices.co.uk](http://www.arcoservices.co.uk) You agree to be bound by these terms and conditions. These Conditions of Sale ("the Conditions") shall apply to all orders placed by You and shall override any terms and conditions which You impose or seek to impose. "The Contract" means any contract made between the parties that incorporates these Conditions.

No terms or conditions endorsed on, delivered or contained in Your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. Delivery of any goods following a quotation or estimate for supply made by Arco will be made only upon these Conditions. Any advertising We issue in any form are issued or published for the sole purpose of giving You an approximate idea of the goods and do not form part of the Contract; as such We accept no liability in respect of any errors or omissions in Our advertising or for any loss or damage you may incur from relying on Our advertising.

We may amend or modify any information on Our website including these Conditions at any time. If You continue to use Our website after such amendment or modification You may only do so on the terms that You acknowledge that it is Your responsibility to ascertain whether any such amendments or modifications have been made regardless of whether You have actually reviewed and expressly agreed to such amendment or modification. Continued use of this website by You will constitute Your acceptance of any amendment or modification.

All orders placed by You are subject to written acceptance by Arco confirming the availability of the goods you have ordered. We may choose not to accept Your order or purchase for any reason and will not be liable to You or to anyone else for non-acceptance. We will acknowledge receipt of Your order by e-mail or printable page on Our website without delay, however the Contract between Arco and You will only come into existence when You receive Our written acceptance of Your order or We act in any way consistent with fulfilling the order. Any variation must be approved by an authorised Arco employee and be in writing.

### 1. Availability

1.1 Our website is only intended for use by those resident in the UK. These Conditions are only applicable in the UK. For delivery outside the UK please contact Our exports department.

1.2 You agree that:

- a. You are legally capable of entering into binding contracts;

- b. You are at least 18 years old;
- c. You are resident in the UK;
- d. You are accessing Our website in the UK.

2. Price and Payment Terms

2.1 The price of any goods will be as quoted on Our website from time to time except in cases of obvious error. We are under no obligation to provide the goods to You at the incorrect (lower) price even after We have sent You written acceptance if the error is obvious and unmistakeable and could have reasonably been recognised by You as a mis-pricing.

2.2 The prices of any goods are subject to VAT where applicable and at the prevailing rate and exclude delivery costs unless stated otherwise.

2.3 Any quotation or estimate made by Us is valid for thirty (30) days from its date of issue and is subject to these Conditions.

2.4 Prices are correct at the time of issue and are subject to change without prior notice unless We have sent You a written acceptance of Your order.

| Consumers                                                                                                                                                                                                                                                                                                                                                                                    | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <ol style="list-style-type: none"> <li>1. Payment for all goods must be made in full by credit or debit card. We accept payment with Amex, Mastercard, Visa, Visa Delta, Visa Electron or Maestro. We will not charge Your credit or debit card until We dispatch Your order.</li> <li>2. Payment shall not be deemed to have been received until Arco has received cleared funds</li> </ol> | <ol style="list-style-type: none"> <li>1. Terms of payment are 30 days from the date of invoice and in default Arco shall be entitled without notice to You (even if You have a contract with a third party) to:               <ol style="list-style-type: none"> <li>a. Terminate any outstanding orders or quotations;</li> <li>b. Withhold and/or suspend supplies; or</li> <li>c. Reduce Your credit limit.</li> </ol> </li> <li>2. Arco shall also be entitled, at its discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment or not.</li> </ol> |

| Consumers | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|           | <ol style="list-style-type: none"> <li>3. In addition, Arco shall be deemed to have been received until Arco has received cleared funds. Time of payment is of the essence. In addition, Arco shall be entitled to claim interest on late payments pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. You pay the interest together with the overdue amount and You will indemnify Arco in respect of all costs incurred by Arco in recovering payment, including the cost of instructing solicitors.</li> <li>4. You shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Arco to You. Arco reserves the right to set off, deduct or discount any amounts due from Arco under any other arrangement with You against any monies due to Arco under this Contract.</li> </ol> |

2.5 If you are a trade customer You are responsible for all orders placed by Your employees and We are not bound by an individual order limit you may place on Your employees.

2.6 In the event You tender payment by cheque and the cheque is subsequently returned by Your bank unpaid, You will indemnify Arco in respect of all resulting bank charges We incur. In the event of payment by credit or debit card which is subsequently rejected, We shall be entitled to charge You interest on the amount unpaid at the rate of 3% above the base rate of HSBC Bank plc until payment is made in full and You will indemnify Us in respect of all costs We incur in recovering payment including the cost of instructing solicitors.

2.7 The format of Our invoices shall be dictated by Arco.

### 3. Delivery

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <ol style="list-style-type: none"><li>1. Unless otherwise agreed delivery of the goods shall take place at Your address or as set out in Our written acceptance of Your order. Delivery shall be completed on arrival.</li><li>2. Your order will be fulfilled by the delivery date set out in Our written acceptance of Your order, of if no date is specified, then within 30 days of the date of written acceptance, unless there are exceptional circumstances.</li></ol> | <ol style="list-style-type: none"><li>1. Unless otherwise agreed delivery of the goods shall take place at Your place of business as set out in Our written acceptance of your order. Delivery shall be completed on arrival.</li><li>2. Any dates specified by Arco for delivery are intended to be an estimate only. If no dates are specified, delivery shall be within a reasonable time. Arco shall not be liable for any delay in delivery of the goods that is caused by an event of force majeure or Your failure to provide Us with adequate delivery instructions that are relevant to the supply of the goods.</li><li>3. When Arco makes delivery of the goods to Your place of business or any other place as agreed in writing, all charges in relation to carriage, including without limitation, transport costs, insurance and unloading, will at Arco's option, be borne by You.</li></ol> |

3.1 Time of delivery shall not be made of the essence by notice.

3.2 Arco reserves the right to deliver in instalments and failure to deliver one instalment will not entitle You to cancel the contract.

3.3 Claims for shortages or damaged goods must be made to Us within 3 days of receipt of the goods. Claims for non-delivery must be made to Us within 10 days of the delivery date. The quantity of any consignment of goods recorded by Arco upon dispatch from Arco's place of business shall be conclusive evidence of the quantity received by You unless You can provide conclusive evidence to the contrary.

3.4 A valid signature may be required on delivery.

#### 4. Risk and Title

4.1 The goods will be at Your risk from the time of delivery.

4.2 If You do not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered and risk shall pass to You (including for loss or damage caused by Arco's negligence) and Arco may:

- a. store the goods until delivery takes place, and charge You for all related costs and expenses (including without limitation, storage and insurance); or
- b. sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge You for any shortfall below the Contract price.

4.3 Without prejudice to any other right or remedy available to us, if you are in breach of the payment terms Arco shall be entitled to:

- a. cancel the Contract;
- b. suspend any further deliveries; or
- c. terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action but, for the avoidance of doubt Arco shall inform You in writing before taking any or all of the three courses of action detailed in this condition 4.

#### 5. Retention of Title

5.1 Ownership (or title) of the goods will only pass to You when We have received full payment in cleared sums in respect of all orders you have placed for goods, including delivery charges.

5.2 Until title to the goods passes, You shall hold the goods on a fiduciary basis as Arco's bailee and shall keep them properly protected, insured, clearly identified and stored separately from any other goods (whether or not supplied by Arco). You shall:

- a. not be entitled to use the goods
- b. safely hold the goods for Us
- c. return the goods immediately to Us if We request You to do so
- d. be liable to Us for any loss, damage or destruction of the goods.

5.3 You shall not destroy any identifying mark on the goods or packaging of the goods. You shall notify Arco immediately if you become subject to any of the events listed in condition 11. You may resell or use the goods in the ordinary course of business. If before title passes to You, You become subject to any of the events listed in condition 11 or Arco reasonably believes such event is about to happen and notifies You accordingly then provided the goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Arco may have, Arco may at any time require You to deliver up the goods. You grant Us an irrevocable licence to enter, with or without vehicles, any of Your premises (or the premises of any third party where the goods are stored) for the purposes of inspecting or repossessing the goods.

## 6. Cancellation and Returns

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <p>1. Cancellation:</p> <p>You have the right to cancel this contract for any reason before the expiry of fourteen (14) days commencing on the first full working day after the day on which You receive delivery of Your order ("Cancellation Period") and to be refunded within 14 days of You providing notification of this in writing by email or first class post. If you wish to cancel the Contract after the Cancellation Period has expired You must do so by providing Us with at least 30 days' written notice and We may, at Our option, charge a cancellation fee to cover Our administration costs. The amount of the cancellation fee will be set out on Our website from time to time. These cancellation rights do not apply to bespoke or customised goods. Nothing in these terms and conditions affects your rights in law.</p> <p>2. Returns:</p> | <p>1. Returns:</p> <p>Notwithstanding any other provision in the Contract, Arco may at its option allow You to return the goods upon the following conditions:</p> <ul style="list-style-type: none"> <li>a. that the relevant goods are non-faulty;</li> <li>b. that the relevant goods are goods ordinarily held in stock at one of Arco's locations;</li> <li>c. that You notify Us within 10 days of delivery of Your intention to return the goods;</li> <li>d. that the goods are returned to Arco within 15 days of delivery;</li> <li>e. Arco and You shall agree whether the goods shall be delivered by You to Arco or collected by Arco from You;</li> <li>f. that the goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;</li> </ul> |

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <ul style="list-style-type: none"> <li>a. When You return the goods to Us any returns must be made in accordance with either the above or, in the case of parcel returns, in accordance with the terms of the email that We will send to you detailing the returns process. We will process Your refund as soon as possible and, in any case, within 30 days. Arco will refund the price of the goods in full however You will be responsible for the cost of returning the goods.</li> <li>b. When You return the goods for any other reason (e.g you claim the goods are defective and this can include bespoke or customised goods which may be returned under this clause to the extent they are defective). We will examine the goods and We will notify You of whether, in Our reasonable opinion, a refund is payable via e-mail within a reasonable period of time. We will process the refund as soon as possible and, in any event, within 14 days of the day We confirm to You that You were entitled to a refund. Goods returned to Us due to a defect will be refunded in full including delivery and the reasonable costs You incur in returning the goods to us.</li> <li>3. We will usually refund any money received from You using the same method originally used by You to pay for Your purchase</li> </ul> | <ul style="list-style-type: none"> <li>2. Notwithstanding any other provision in the Contract, Arco may from time to time at its sole option accept the return of a non-standard, non-faulty goods upon separate rates, terms and conditions, to be agreed with You in advance of any such return. Non-standard goods are goods which are not ordinarily held in stock at one of Arco's locations.</li> <li>3. Bespoke or customised goods cannot be returned unless they are defective or otherwise not of satisfactory quality.</li> </ul> |

## 7. Quality

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                     | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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| <ol style="list-style-type: none"> <li>1. We warrant to You that any goods purchased from Us through Our website are of satisfactory quality and reasonably fit for all the purposes for which the products of the kind are commonly supplied.</li> <li>2. The provisions of these Conditions shall not prejudice the statutory rights (if any) which may, notwithstanding these Conditions, be guaranteed to You.</li> </ol> | <ol style="list-style-type: none"> <li>1. Arco warrants that upon delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.</li> <li>2. Subject to paragraph 3 if: <ol style="list-style-type: none"> <li>a. You notify Us of the alleged defect within 3 days of the time when You discover or ought to have discovered the defect;</li> <li>b. complies with any reasonable request or instruction from Arco;</li> <li>c. affords Arco a reasonable opportunity to inspect the relevant goods; and</li> <li>d. allows Arco to collect the relevant goods;</li> </ol> <p>Arco shall, at its option, replace the defective goods, or issue a credit note in respect of the defective goods.</p> </li> <li>3. Arco shall have no liability under the warranty in this Condition in any of the following events: <ol style="list-style-type: none"> <li>a. any defect arising from wilful damage, negligence, abnormal storage conditions;</li> <li>b. failure to follow Arco's or the manufacturer's instructions whichever is appropriate (whether oral or in writing);</li> <li>c. if the total price for the goods has not been paid by the due date for payment;</li> <li>d. in respect of any type of defect or damage specifically excluded by Arco by notice in writing; or</li> <li>e. if You make any further use of the goods after giving notice in accordance with this condition.</li> </ol> </li> </ol> |



| Consumers | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|           | <ol style="list-style-type: none"> <li>4. Except as provided above, Arco shall have no further liability to You in respect of the goods' failure to comply with the warranty set out in condition 6.</li> <li>5. The terms implied by section 13-15 of the Sale of Goods Act 1979, are, to the fullest extent permitted by law, excluded from the Contract.</li> <li>6. These Conditions shall apply to any repaired or replacement goods supplied by Arco.</li> </ol> |

We make no sale by sample.

## 8. Our Liability

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Trade Customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <ol style="list-style-type: none"> <li>1. Our liability for losses You suffer as a result of Us breaking this agreement is strictly limited to the purchase price of the goods You purchased and any losses which are a foreseeable consequence of Us breaking this agreement. Losses are foreseeable where they could be contemplated by You and Us at the time Your order is accepted by Us.</li> <li>2. This does not include or limit in any way Our liability: <ol style="list-style-type: none"> <li>a. for death or personal injury caused by Our negligence;</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>1. Nothing in these Conditions excludes or limits the liability of Arco for death or personal injury caused by Arco's negligence, or for fraudulent misrepresentation, or for fraud or under section 2(3) of the Consumer Protection Act 1987 or for any other matter for which it would be unlawful for Arco to exclude or limit its liability.</li> <li>2. Subject to the above, Arco shall not be liable to You 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 on in connection with the Contract (including any losses that</li> </ol> |

| Consumers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Trade Customers                                                                                                                                                                                                                                                                                                                   |
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| <ul style="list-style-type: none"> <li>b. under section 2(3) of the Consumer Protection Act 1987;</li> <li>c. for fraud or fraudulent misrepresentation; or</li> <li>d. for any other matter for which it would be unlawful for Arco to exclude or limit its liability.</li> </ul> <p>3. Subject to paragraph 2, We are not liable for indirect losses, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. loss of income or revenue;</li> <li>b. loss of business;</li> <li>c. loss of profits or contracts;</li> <li>d. loss of anticipated savings;</li> <li>e. loss of data; or</li> <li>f. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, provided that this condition shall not prevent claims for loss or damage to Your tangible property that fall within the terms of Condition 7 or paragraph 2 of Condition 8 or any other claims for direct financial loss that are not excluded by any of paragraph 3(a) - (f) inclusive of this paragraph 3.</li> </ul> | <p>may result from a deliberate breach of the Contract by Arco, its employees, agents or sub-contractors).</p> <p>3. Arco's total liability to You in respect of all other losses caused by a deliberate breach of the Contract by Arco, its employees, agents or sub-contractors shall not exceed the value of the Contract.</p> |

8.2 You and the user if different, through your own analysis and testing are solely responsible for making the final selection of goods and assuring that all performance, endurance, maintenance, safety and warning requirements are met.

8.3 Adequate testing in actual service conditions must be carried out by You and/or user to establish suitability for end use. If We suggest products for an application based on data, drawings, designs, diagrams, specifications or other information provided by You or the user, You and the user are responsible for determining that the information is suitable for use of the product in the application.

8.4 We are not responsible for the installation and/or operation of any goods supplied.

8.5 Submission of an order for production of a product following receipt of a prototype (including a mock-up of a specification provided by You) is:

- a. Your acceptance of the prototype as meeting all of Your requirements as set out in the information supplied by You; and
- b. Your acceptance of the goods based on the prototype, provided the products are manufactured with Our standard tolerances.

## 9. Safety and Product Recalls

9.1 You shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and, where applicable, You shall refer your employees and your customers to such instructions and guidelines.

9.2 You shall satisfy Yourself that the persons responsible for storage and use of any of the goods supplied by Arco have all the information required on health and safety and Arco shall not be liable to You in any civil proceedings brought by You against Arco in respect of a breach of the user instruction or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion is permissible by law.

9.3 The information We supply to You with the goods will necessarily be of a technical nature and if You are in any doubt about the interpretation of this information You should contact your nearest Arco centre. Details are available on Our website. For the avoidance of doubt this does not absolve You of Your responsibilities under the above.

9.4 You shall keep Arco properly informed of all complaints concerning the goods and shall co-operate fully and promptly with any steps taken by Arco in accordance with the below.

9.5 Arco may at its discretion recall any goods already sold to You (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by Arco) and/or issue any written or other notification to You about the manner of use of any goods already sold by Arco to You. You agree to give all reasonable assistance to Arco or the manufacturer in resisting any claim which may arise under any recall of product by Arco or the manufacturer of such product.

## 10. Events Outside Our Control

10.1 Arco reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of goods ordered by You (without liability to You) if Arco is prevented from or delayed in carrying on its business due to circumstances outside Our reasonable control ("Force Majeure Event").

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes in particular (without limitation) accidents, extreme weather conditions, disease or epi/pandemic, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack or threat of terrorist attack, war or threat of war or preparation for war, civil commotion, riots, strikes, lockouts and other industrial disputes, the acts, decrees, legislation, regulation or restrictions of any government, and imposition or restrictions of imports and exports.

10.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our commercially reasonable efforts to bring the Force Majeure Event to a close or find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event. If the event in question continues for a continuous period in excess of 180 days, You shall be entitled to give notice in writing to Arco to terminate the Contract.

## 11. Termination

11.1 Arco may suspend further supply or delivery as We think fit (without prejudice to any other rights or remedies it may have against You) or cancel delivery of the goods or stop any goods in transit or by notice in writing to You terminate the Contract without further liability to You:

- a. if You are in breach of an obligation hereunder which is incapable of remedy;
- b. You fail to remedy a breach which is capable of remedy or persists in any breach of any of Your obligations under the Contract after having been requested in writing by Arco to remedy or desist from such breach within a period of 14 days;
- c. if any distress, execution or diligence is levied upon any of Your goods or property and is not paid out within 7 days of it being levied;
- d. You (being a partnership) or Your partner offers to make any arrangements with or for the benefit of Your creditors or Your partner generally or there is presented in relation to You or Your partner, a petition of bankruptcy;
- e. You (being an individual) present a petition for bankruptcy or have a petition for bankruptcy presented and/or granted;
- f. You suspend or threaten to suspend payment of Your debts as they fall due or admit inability to pay Your debts or (being a limited company) are deemed unable to pay Your debts within the meaning of section 570 of the Companies Act 2014 or You call a meeting for the purpose of passing a resolution to wind up Your company or such a resolution is passed or You present or have presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of Your business, undertaking, property or assets;

- g. Your financial position deteriorates to such an extent that in Arco's opinion, Your capability to fulfil Your obligations has been placed in jeopardy;
- h. You cease or threaten to cease, to carry on business; or
- i. a secured lender to You takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.

11.2 Notwithstanding any such termination or suspension in accordance with the above, You shall pay Arco at the Contract rates all payments subsisting at the time of termination or suspension.

11.3 Arco reserves the right to terminate this agreement with You at its sole discretion. We may use our reasonable endeavours to make alternative product available to You or fully refund any payments which may have been made by You.

## 12. Information On This Website

12.1 Arco has made every effort to ensure that details and information given in both Our printed and online publications are accurate at the date of issue but Arco gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, Arco's policy is one of continuous improvement and the right is reserved to alter details and information at any time. Accordingly You should check any details and information You wish to rely on with Arco at the time of purchase. Arco accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance on Our publications.

12.2 The images of the goods (and/or packaging) on our online publications and in our catalogue are for illustrative purposes only. Although We have made every effort to display the colours and/or surface finish accurately, we cannot guarantee the colours and/or surface finish accurately represents the actual product. Your product may vary slightly from those images.

12.3 Representations about the goods, directions for their use or marketing claims that can be made about the goods are made in good faith, but Arco shall not be liable for such representations. Any samples, drawings, descriptive matter or advertising issued by Us (and where any specification is to be agreed) contained on our online publications are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force.

12.4 Any goods shown in Our printed and online publications do not represent endorsement by Arco of any other products, services or organisations and shall not form part of the Contract.

12.5 The colour reproductions of the garments featured in both Our printed and online publications are as accurate as the printing or electronic process will allow.

### 13. Hose and Ducting

13.1 Any drawings, specifications, weights and dimensions are approximate due to the applicable tolerance levels which are determined by each individual item and its associated standard unless otherwise stated and We shall not be liable for any losses sustained to You caused by reliance on the same. We make no sale by sample.

13.2 If We are making the product to measurements You have given to Us, You are responsible for ensuring those measurements are correct.

13.3 Our manufacturing tolerances are +/- 5mm or +/- 5% on all dimensions (whichever is greater). Variances to these tolerances must be agreed in writing before any order is placed. Our material tolerances are +/- 1mm or +/- 5% on all dimensions (whichever is greater). Variances to these tolerances must be agreed in writing before any order is placed.

13.4 In order to meet specific product characteristics or products they must be communicated to Us in writing to Us prior to accepting your order. To the extent that the goods are to be manufactured or modified in accordance with a specification supplied by You, You shall indemnify Us 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 costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us in connection with any claim or actual infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification provided by You. This clause 13.4 shall survive termination of the Contract.

### 14. Written Communication and Notices

14.1 All notices given by You to Us must be given to Arco at Units 5, Raleigh Hall Industrial Estate, Eccleshall, Stafford, ST21 6JL or [info@arcoservices.co.uk](mailto:info@arcoservices.co.uk). We may give notice to You at either the e-mail (specified e-mail address of the addressee) or postal address You provide to Us when placing an order. Notice will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent or three days after the date of posting of any letter (such letter must be properly addressed, stamped and placed in the post).

14.2 You agree that electronic means of communication shall comply with any legal requirement that such communication be in writing.

### 15. General

15.1 Every right or remedy of Arco under the Contract is without prejudice to any other right or remedy of Arco whether under the Contract or not.

15.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.

15.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.4 Failure or delay by Arco in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

15.5 Any waiver by Arco of any breach of, or any default under, any provision of the Contract by You will not be deemed a waiver of any subsequent breach of waiver and will in no way affect the other terms of the Contract.

15.6 The parties do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15.8 The contract between You and Arco is binding on You and Arco and on Arco's respective successors and assignors. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it without Our prior written consent. Arco may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the Contract.

15.9 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. You agree that You shall have no claim for innocent or negligent misrepresentations based on any statement in these Conditions or Arco's printed and/or online publications.

15.10 These Conditions and any document expressly referred to in them represent the entire agreement between the parties in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. The parties acknowledge that, in entering into a Contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between Us prior to such Contract except as expressly stated in these Conditions. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

## 16. Compliance With Laws and Data Protection

16.1 In performing its obligations under these Conditions, each party shall comply with all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015, the Bribery Act 2010, the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

16.2 Arco will only process personal data in accordance with Our Privacy Policy which can be found at [www.arco.co.uk/legal/privacy-policy](http://www.arco.co.uk/legal/privacy-policy).

16.3 Arco may monitor and record telephone calls for the following purposes:

- a. training;
- b. quality control; and
- c. to confirm instructions.

## 17. Services

Any services which are subject to a separate fee and are to be performed by Arco under the Contract are performed in accordance with Arco's terms and conditions of service. A copy of the terms and conditions of services can be found at [www.arcoservices.co.uk/supply-and-services/](http://www.arcoservices.co.uk/supply-and-services/).

## 18. Distance Selling Regulations

### Consumers

1. We are obliged by law to provide You, prior to the date of acceptance of Your order by Us, with certain information in relation to the Contract and Your rights under it.



2. This information appears throughout these Conditions, on our website and in the paperwork We send You.

#### 19. All Rights Reserved

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