



## Supply Agreement

Business-to-business supply of Liquasil products | Single agreement covering ongoing orders

|                         |                                                        |
|-------------------------|--------------------------------------------------------|
| <b>Supplier</b>         | Liquasil Ltd, company number 08398081                  |
| <b>Address</b>          | Unit 6 Bartleet Road, Redditch, Worcestershire B98 0DQ |
| <b>Customer</b>         | [Full legal name]   Company / registration no: [ ]     |
| <b>Customer address</b> | [Registered or principal business address]             |
| <b>Customer email</b>   | [Email address for orders, invoices and notices]       |
| <b>Start date</b>       | Date on which both parties have signed below           |

Liquasil supplies products, not installation or project finance. This Agreement applies to each order Liquasil accepts from the Customer unless both parties expressly agree a written variation. The parties intend to be legally bound by it.

### 1. How this agreement works

- 1.1** “Liquasil”, “we” and “us” mean Liquasil Ltd; “Customer” and “you” mean the business named above. “Goods” are products supplied by Liquasil. An “Order” is a request to buy Goods which Liquasil accepts. “Business Day” means a day when banks in England are open, excluding Saturdays, Sundays and English public holidays. “Writing” includes email.
- 1.2** This Agreement governs all Orders accepted after the start date. Each accepted Order is a separate sale governed by this Agreement. The delivery address, products, quantities, price and any agreed delivery arrangements are recorded for each Order; a separate project agreement is not required.
- 1.3** This Agreement takes priority over terms printed on the Customer’s purchase order or other documents. An express variation applies only if agreed in writing by both parties’ authorised representatives. Any variation must identify the Order or project it affects and the provisions it replaces; all other provisions remain in force. Only a Liquasil director may approve different payment terms.

### 2. Orders and prices

- 2.1** Orders must be placed in writing and give accurate product, quantity and delivery details. We may accept or decline an Order. Acceptance occurs when we confirm it in writing or dispatch the Goods, whichever happens first. We will provide an order reference and an estimated delivery date as soon as practicable.
- 2.2** A specification, quotation, technical discussion, project introduction or earlier delivery does not commit Liquasil to accept later Orders or supply the whole project. An estimated project value is for planning only.
- 2.3** The price is the price confirmed for the accepted Order. Unless our quotation or order confirmation says otherwise, prices exclude VAT and the cost of packaging, insurance and transport, which may be charged in addition. Any applicable VAT will be shown on a valid VAT invoice.
- 2.4** Once accepted, an Order may be changed or cancelled only with our written agreement. We may charge the costs and losses reasonably incurred because of an agreed change or cancellation. Special-colour, bespoke or non-standard Goods cannot be cancelled or returned once manufacture has begun.

### 3. Products and the Customer’s responsibilities

- 3.1** At delivery, Goods will materially match their agreed description and be free from material defects in materials and manufacture. Samples, illustrations and general marketing materials give an approximate indication only, except for descriptions or specifications expressly agreed for the Order. We may make changes needed to comply with law or regulation.
- 3.2** Coverage rates, quantities and consumption figures are estimates, not guarantees. The Customer must check measurements, site and substrate conditions, suitability for its intended application, wastage and the quantity

required. Technical guidance is supplied in good faith using the information available; it does not transfer responsibility for the contractor's design, preparation or application to Liquasil.

- 3.3** The Customer must follow the current product instructions and relevant safety data sheets for storage, handling, preparation, application, use and maintenance, and ensure its staff and subcontractors have them. It must not alter the Goods or obscure their safety labels or identifying marks.

#### **4. Delivery, inspection and returns**

- 4.1** Delivery dates are estimates, not guaranteed deadlines. The Customer must give accurate delivery instructions and provide safe access and suitable unloading facilities. We may charge reasonable additional transport, waiting, storage and redelivery costs caused by inadequate access, incorrect instructions or refusal to accept delivery.
- 4.2** Delivery is complete, and the risk of loss or damage passes to the Customer, when unloading is completed at the agreed address. For Goods collected by the Customer or its carrier, risk passes when loading onto the collection vehicle is completed. The Customer must insure the Goods from the time risk passes.
- 4.3** We may deliver and invoice in instalments. A problem with one instalment does not automatically permit cancellation of another. If Goods are not collected or accepted within 10 Business Days after an attempted delivery, we may store or resell them and account for any excess or shortfall after reasonable storage and selling costs.
- 4.4** The Customer must inspect Goods promptly and notify us in writing within seven Business Days after delivery of a shortage, wrong item, visible defect or transit damage. A fault not reasonably apparent on inspection must be reported promptly when discovered. Notification must describe the issue and identify the affected Goods; the Customer must stop using potentially defective Goods and allow us a reasonable opportunity to inspect them.
- 4.5** Unused, surplus or over-ordered Goods are not returnable unless we first agree in writing. Any agreed return must normally be unopened, undamaged, within shelf life and suitable for resale. These return rules do not remove rights concerning Goods that fail to meet clause 3.1.

#### **5. Defective Goods and product warranties**

- 5.1** Where Goods are shown to have failed to meet clause 3.1 and the Customer has complied with clause 4.4, Liquasil may choose to repair or replace the affected Goods or refund their price. The Customer must not continue to use, modify or repair suspected defective Goods without our written agreement.
- 5.2** We are not responsible to the extent that a problem results from incorrect storage, preparation, installation, use or maintenance; failure to follow instructions or accepted trade practice; Customer-provided designs or information; unauthorised modification; fair wear and tear; wilful damage, negligence or abnormal conditions. The same terms apply to repaired or replacement Goods.
- 5.3** Any separate Liquasil product warranty is governed by its own written terms. It covers the product only, not workmanship or installation. A product warranty does not take effect until all invoices relating to the relevant project are paid in full and its other stated conditions are satisfied. This clause does not remove legal rights which cannot lawfully be excluded.
- 5.4** To the fullest extent permitted by law, terms implied under sections 13 to 15 of the Sale of Goods Act 1979 are excluded, subject always to the express commitments in clause 3.1 and the non-excludable liabilities in clause 8.1.

#### **6. Payment and credit**

- 6.1** We may invoice when we notify the Customer that Goods are ready for delivery or later. Unless a Liquasil director agrees different terms in writing, invoices are payable in full, in cleared funds, within 30 days of the invoice date to the account we nominate in writing. The Customer must pay us whether or not its employer, main contractor, client or other third party has paid it.
- 6.2** A credit limit is the maximum outstanding exposure Liquasil is prepared to accept. It is not a commitment to fund a project, maintain credit indefinitely or accept future Orders. We may count unpaid invoices (including those not yet



due), dispatched but uninvoiced Goods and proposed deliveries when calculating exposure. Project value may exceed the credit limit over time provided sufficient payments keep exposure within the limit.

- 6.3** We may require payment in advance, a deposit or a balancing payment before accepting an Order or releasing Goods if the proposed supply would exceed the credit limit. We may reduce, suspend or withdraw credit, or change future supply to payment in advance, if an invoice is overdue, our credit insurer changes cover, adverse credit information arises or we reasonably consider our exposure has increased. Any rights concerning already accepted Orders remain subject to their agreed terms and applicable law.
- 6.4** If an invoice is overdue, interest accrues daily on the unpaid sum from its due date until payment (before or after judgment) at 8% per year above the Bank of England base rate, with a minimum rate of 8% per year if the base rate is below zero. We may refuse new Orders or suspend further deliveries to the extent permitted by this Agreement and law. We may refer overdue accounts to our credit insurer or debt collectors and seek permitted recovery costs.
- 6.5** Amounts due must be paid without set-off, counterclaim or deduction, except for deductions or withholding required by law. The Customer should notify us promptly about disputed invoices, but a dispute does not itself suspend payment obligations unless required by law or agreed in writing.

## 7. Ownership of unpaid Goods

- 7.1** Although risk passes under clause 4.2, ownership of Goods remains with Liquasil until we have received cleared payment in full for those Goods and all other sums the Customer owes us.
- 7.2** Until ownership passes, the Customer must keep any unused Goods separate and identifiable as ours, leave labels and markings intact, keep them in satisfactory condition, insure them for their full price and not pledge or charge them as security. It must tell us promptly of serious financial difficulty and give reasonable information about the location of Goods and its financial position.
- 7.3** Where we are lawfully entitled to recover unpaid Goods, the Customer must make any identifiable, unused Goods available for collection. The Customer permits us, on reasonable notice, to enter premises it controls at a reasonable time to inspect or recover such Goods, subject to applicable law and third-party rights. The Customer must not obstruct lawful recovery. Nothing here authorises forced entry or removal of Goods that can no longer lawfully be recovered.

## 8. Liability

- 8.1** Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the implied obligation to have the right to sell Goods under section 12 of the Sale of Goods Act 1979; liability under the Consumer Protection Act 1987 which cannot be excluded; or any other liability that the law does not allow us to exclude or limit.
- 8.2** Subject to clause 8.1 and to the extent permitted by law, Liquasil is not liable for lost profit, revenue or business; project delay costs or liquidated damages; third-party claims passed on by the Customer; or indirect or consequential losses, whether arising from late delivery, defective Goods or otherwise.
- 8.3** Subject to clause 8.1 and to the extent permitted by law, Liquasil's total liability arising from any Goods is limited to the amount the Customer has paid Liquasil for the particular Goods giving rise to the claim. These limits reflect the supply-only nature of our role and the insurance arrangements available to the parties; the Customer should insure any additional project exposure.

## 9. Ending supply and events outside our control

- 9.1** Either party may end the ongoing supply relationship if the other commits a serious breach and does not remedy it within seven days of written notice where remedy is possible. Liquasil may also end it if an invoice remains unpaid seven days after a written demand, or where financial circumstances justify termination, in each case only to the extent permitted by law.



**9.2** Ending this Agreement does not cancel an accepted Order unless the parties agree or the law permits it, and does not remove amounts due or rights already accrued. Payment, ownership, warranties, liability, confidentiality and dispute provisions continue as necessary.

**9.3** Neither party is responsible for delay or failure caused by circumstances beyond its reasonable control for as long as those circumstances prevent performance. If they continue for 60 days, the unaffected party may end the affected ongoing arrangements by giving at least 14 days' written notice. Payment for Goods already supplied remains due.

## 10. General terms

**10.1** Neither party may disclose the other's confidential business information except to people who need it to perform this Agreement, to professional advisers under appropriate duties or where the law requires disclosure. This obligation lasts during the Agreement and for two years after it ends.

**10.2** The Customer may not transfer its rights or obligations without our prior written consent. Liquasil may transfer its rights or obligations where lawful. No delay in enforcing a right amounts to giving it up; any waiver must be written. If part of this Agreement is invalid, the rest remains effective.

**10.3** This Agreement, each accepted Order and any expressly agreed written variation form the entire agreement for the Goods concerned. Neither party relies on a representation outside those documents, except that nothing limits liability for fraud or any other liability which cannot lawfully be excluded.

**10.4** Notices may be sent by hand, prepaid first-class post or email to the contact details above (or replacement details notified in writing). Hand delivery is effective when received; post is treated as received at 9am on the second Business Day after posting; email is treated as received when sent during 9am–5pm on a Business Day, otherwise at 9am on the next Business Day. This does not govern formal service of court proceedings.

**10.5** Only the parties may enforce this Agreement; it gives no rights to third parties under the Contracts (Rights of Third Parties) Act 1999. The law of England and Wales applies, and its courts have exclusive jurisdiction.

## Acceptance

By signing, each signatory confirms that they are authorised to enter into this Supply Agreement for the business named.

For Liquasil Ltd

For the Customer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_