

CONDITIONS OF SALE

The Other Party Purchasing Goods from the Company

1. Interpretation

- 1.1 **Definitions.** In these Conditions, the following definitions apply:
- Business Day:** a day (other than a Saturday, Sunday or Public Holiday) when banks in London are open for business.
- Company:** Day Group Limited (registered in England and Wales with company number 00432417).
- Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 14.8.
- Contract:** the contract between the Company and Other Party for the sale and purchase of the Goods in accordance with these Conditions.
- Delivery:** completion of delivery of an Order in accordance with clause 4.2 or 4.9(a).
- Delivery by Collection:** has the meaning given to it in clause 4.1(b).
- Delivery by Transportation:** has the meaning given to it in clause 4.1(a).
- Delivery Date:** the dates for delivery of an Order as specified in the Quotation or as otherwise agreed between the parties.
- Delivery Location:** The point at which Goods are to be delivered as specified on the Quotation.
- Due Date:** has the meaning given to it in clause 7.5.
- Force Majeure Event:** has the meaning given to it in clause 13.
- Goods:** the goods (or any part of them) as set out in the Quotation.
- Order:** the Other Party's order for the Goods, as set out in the Other Party's purchase order form or otherwise.
- Other Party:** the person or firm or company who purchases the Goods from the Company.
- Other Party Provisions:** has the meaning given to it in clause 3.1.
- Price:** being the price of each type of Good as stated in the Quotation. The Price of the Goods together making the Total Price.
- Quotation:** the quotation provided to the Other Party by the Company which sets out the Goods to be provided.
- Specification:** any specification for the Goods, including any related weights, quantities and measures, that are supplied to the Company by the Other Party, or produced by the Company and agreed in writing by the Other Party.
- Total Price:** being the ex VAT total price of the Goods as stated in the Quotation.
- 1.2 **Construction.** In these Conditions, the following rules apply:
- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - (b) A reference to a party includes its personal representatives, successors or permitted assigns.
 - (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) A reference to **writing** or **written** includes faxes and emails.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Other Party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Order constitutes an offer by the Other Party to purchase the Goods in accordance with these Conditions. The Other Party shall ensure that the terms of the Order and any relevant Specification are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order or when the Company does any act consistent with fulfilling the Order, at which point the Contract shall come into existence. There will be no binding Contract between the Company and Other Party until the Company has accepted the Order under these Conditions.
- 2.3 No addition or variation can be made to an Order by the Other Party after the Company has accepted its Order. Any purported addition or variation shall be treated as a separate order at the time it was made and priced accordingly.

- 2.4 Any Order accepted by the Company is subject to availability of Goods for Delivery.
- 2.5 The Contract constitutes the entire agreement between the parties. The Other Party acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures 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 any other contract between the Company and the Other Party for the sale of the Goods.
- 2.6 Any quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue. The prices, quantities and delivery times stated in any quotation given by the Company are commercial estimates only which the Company will make all reasonable efforts to achieve but are not binding on the Company. Prices charged will be those current at the date of Delivery having regard to the factors listed in clause 7.2.

3. Conditions Applicable

- 3.1 The express provisions of this Contract shall apply to the sale of the Goods by the Company to the Other Party. Any provisions not set out in these Conditions, including those of the Other Party shall not be the terms and conditions concerning the sale of the Goods by the Company to the Other Party, however such provisions are introduced (including but not limited to provisions included on purchase order(s), confirmations of order or similar documents) ('Other Party Provisions'). For the avoidance of doubt, the Other Party acknowledges and agrees that the Company shall not be bound by any of the Other Party's Provisions.
- 3.2 Acceptance of Delivery of any of the Goods shall be deemed conclusive evidence of the Other Party's acceptance of the Conditions.
- 3.3 Any variation to the provisions of these Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Company.

4. Delivery

- 4.1 Delivery of the Goods shall be by:
- (a) the Company transporting the Goods to the Delivery Location ('Delivery by Transportation'); or
 - (b) where the Delivery Location is a site controlled by the Company, the Other Party collecting the Goods from the Delivery Location ('Delivery by Collection').
- Unless otherwise specified, clause 4.1(a) and 4.1(b) both being "Delivery".
- 4.2 Delivery by Transportation will be completed upon the delivery vehicle's arrival at the Delivery Location. Delivery by Collection will be completed, if the Goods are ready for collection at the Delivery Location at 9.00am on the Delivery Date.
- 4.3 The Company shall use its reasonable endeavours to Deliver the Goods to the Delivery Location on the Delivery Date.
- 4.4 If Delivery by Transportation, then the Other Party will provide a firm level and cleared ground on which to unload and place the Goods. It shall be the responsibility of the Other Party to ensure that the Goods are properly and safely unloaded.
- 4.5 Unless otherwise agreed, [if applicable] it shall be the responsibility of the Other Party to offload or load the Goods, as the case may be, at its own expense. Risk in the Goods shall pass to the Other Party once the Delivery has been completed in accordance with clause 4.2. If the Other Party takes longer than 20 minutes to load or unload the Goods, the Other Party shall pay the Company's waiting charge.
- 4.6 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. The Company shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure event or the Other Party's failure to provide the Company with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 Delays of up to 21 days of the Delivery Dates will not entitle the Other Party to:
- (a) Refuse to take Delivery of the Goods;
 - (b) Claim damages; or
 - (c) Terminate the Contract.
- 4.8 If the Company fails to Deliver the Goods within 21 days of the Delivery Date(s), its liability shall be limited to the costs and expenses incurred by the Other Party in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Other Party's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.9 If the Other Party fails to take or accept Delivery of the Goods within three Business Days of the Company notifying the Other Party that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
- (a) Delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which the Company notified the Other Party that the Goods were ready; and
 - (b) the Company shall store the Goods until Delivery takes place and charge the Other Party for all related costs and expenses (including insurance).
- Unless otherwise notified by the Company, the Other Party will be deemed to have received notice that the Goods are ready for Delivery at the Delivery Location on the Delivery Date.
- 4.10 If 10 Business Days after the Company notified the Other Party that the Goods were ready for Delivery and the Other Party has not taken or accepted Delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Other Party for any excess over the Total Price of the Goods or charge the Other Party for any shortfall below the Total Price of the Goods.
- 4.11 The Other Party shall not be entitled to reject the Goods if the Company Delivers up to and including a 5% tolerance of the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Other Party that an incorrect quantity of Goods was delivered.
- 4.12 The Company may Deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in Delivery or defect in an instalment shall not entitle the Other Party to cancel any other instalment.

5. Quality

- 5.1 The Company warrants that on delivery, the Goods shall as far as reasonably possible, taking into account the nature, source and origin of the Goods:
- (a) conform in all material respects with their description; and
 - (b) be fit for any purpose held out by the Company.
- 5.2 The Company makes no representations and gives no warranties as to the quality, condition, state or description of the Goods including but not limited to any warranty that the Goods will be free from any contamination particularly (without limitation) where the Goods are recycled. All express or implied statutory or common law conditions and warranties as to the Goods are excluded to the fullest extent permitted by law.
- 5.3 Variations in the characteristics of the Goods will occur from time to time despite the Company's efforts to maintain consistency and such variations shall not render the Goods defective or the Company liable.
- 5.4 Subject to clause 5.4 below the Company shall, at its option, replace any Goods which are defective, or refund the Price of the defective Goods in full, provided that:
- (a) the Other Party makes a full inspection of the Goods and tests them immediately upon Delivery; and
 - (b) the Other Party notifies the Company in writing forthwith of any non-conformity which it discovers and, in any event, within 48 hours of Delivery; and
 - (c) the Other Party has used the Goods in accordance with any instructions or recommendations of the Company and, if applicable, has not stored the Goods under adverse conditions; and
 - (d) the Other Party, if applicable, has allowed the Company a reasonable opportunity to inspect the Goods.
- For the avoidance of doubt the Goods will be deemed to be free from any defect and fit for purpose if no notice informing the Company of otherwise is received by the Company within 48 hours of Delivery of the Goods.
- 5.5 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Other Party makes any further use of such Goods after giving notice in accordance with clause 5.2; or
 - (b) the defect arises because the Other Party failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice; or
 - (c) the defect arises as a result of the Company following any specification supplied by the Other Party; or
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Other Party fails to notify the Company of the alleged defect within 48 hours of Delivery.
- 5.6 Except as provided in this clause 5, the Company shall have no liability to the Other Party in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.7 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 5.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

- 5.9 In no circumstances shall the Company's liability to the Other Party for any breach of Condition or warranty exceed the Price paid for the Goods in respect to which the claim is made.
- 5.10 To determine whether the Goods are defective the parties will refer to the relevant testing procedures.

6. Title and Risk

- 6.1 The risk in the Goods shall pass to the Other Party on completion of Delivery in accordance with clause 4.2 or 4.9(a).
- 6.2 Where Delivery by Collection is to take place then it shall be the Other Party's responsibility to arrange collection of the Goods in suitable and safe vehicles during the Company's normal business hours and only after prior agreement with the Company. If the Goods are ready for Delivery by Collection on the Delivery Date then risk shall pass at 9.00am on the Delivery Date whether or not the Goods are collected.
- 6.3 Entry of the Other Party's vehicles onto the Company's premises shall be at the other Party's own risk (save for any claim arising from the Company's negligence which has resulted in personal injury or death).
- 6.4 Title to the Goods shall not pass to the Other Party until the Company has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) all other sums which are or which become due to the Company for sales of the Goods to the Other Party.
- 6.5 Until title to the Goods has passed to the Other Party, if applicable, the Other Party shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods separately from all other goods held by the Other Party so that they remain readily identifiable as the Company's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;
 - (e) notify the Company immediately if it becomes subject to any of the events listed in clause 9.2; and
 - (f) give the Company such information relating to the Goods as the Company may require from time to time, but the Other Party may resell or use the Goods in the ordinary course of its business.
- 6.6 If before title to the Goods passes to the Other Party the Other Party becomes subject to any of the events listed in clause 9.2, or the Company reasonably believes that any such event is about to happen and notifies the Other Party accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Other Party to deliver up the Goods and, if the Other Party fails to do so promptly, enter any premises of the Other Party or of any third party where the Goods are stored in order to recover them.
- 6.7 The Company shall at any time be entitled to appropriate any payment made to the Other Party in respect of any Goods in settlement of such invoices as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Other Party.

7. Price and Payment

- 7.1 The Price is a commercial estimate only. If no Price is quoted, the price set out in the Company's published price list in force as at the date of Delivery will act as the estimate.
- 7.2 The Company may increase the Price of the Goods as stated in the Quotation to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs and increased Delivery costs due to Delivery during adverse weather conditions);
 - (b) any request by the Other Party to change the Delivery date(s), quantities or types of Goods ordered, or the Specification;
 - (c) any delay caused by any instructions of the Other Party or failure of the Other Party to give the Company adequate or accurate information or instructions; or
 - (d) any change in the Delivery Location.
- 7.3 The Price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Other Party shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.4 The Company may invoice the Other Party for the Goods on or at any time after the Delivery Date.

- 7.5 The Other Party shall pay the invoice in full and in cleared funds within the terms stated on the invoice ('Due Date') or make payment on account if required by the credit control department due to a credit limit being exceeded. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the essence.
- 7.6 If the Other Party fails to make any payment due to the Company under the Contract by the Due Date, then the Other Party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base lending rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Other Party shall pay the interest together with the overdue amount.
- 7.7 If the Other Party fails to make a payment in respect of any invoice on or before the Due Date all invoices for Goods delivered for which payment has not been received shall become immediately due and payable notwithstanding any previous agreement to the contrary.
- 7.8 The Other Party shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Other Party shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Other Party against any amount payable by the Company to the Other Party.

8. Packaging

Unless otherwise agreed in writing the Company will package the Goods in its normal domestic delivery packaging as the Company sees, in its sole discretion, fit.

9. Other Party's Insolvency or Incapacity

- 9.1 If the Other Party becomes subject to any of the events listed in clause 9.2, or the Company reasonably believes that the Other Party is about to become subject to any of them and notifies the Other Party accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Other Party and the Company without incurring any liability to the Other Party, and all outstanding sums in respect of Goods delivered to the Other Party shall become immediately due.
- 9.2 For the purposes of clause 9.1, the relevant events are:
- (a) the Other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (b) the Other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Other Party is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Other Party with one or more other companies or the solvent reconstruction of the Other Party; or
 - (c) (being an individual) the Other Party is the subject of a bankruptcy petition or order; or
 - (d) a creditor or encumbrancer of the Other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - (e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Other Party; or
 - (f) (being a company) a floating charge holder over the assets of the Other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (g) a person becomes entitled to appoint a receiver over the assets of the Other Party or a receiver is appointed over the assets of the Other Party; or
 - (h) any event occurs, or proceeding is taken, with respect to the Other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(g) (inclusive); or
 - (i) the Other Party suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - (j) the financial position of the Company deteriorates to such an extent that in the opinion of the Other Party the capability of the Company adequately to fulfil its obligations under the Contract has been placed in jeopardy.
 - (k) (being an individual) the Other Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10. Recommendations

- 10.1 All recommendations and advice given by or on behalf of the Company to the Other Party as to methods of storing, using or applying the Goods, the purposes for which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in connection with any other materials are given without liability on the part of the Company.
- 10.2 All performance data, dimensions, weights and other technical information and particulars of the Goods are given by the Company in the belief that they are as accurate as reasonably possible but are not to be treated as binding or as forming part of the Contract with the Other Party.

11. Insurance

- 11.1 During this Contract and for a period of one year afterwards the Company shall maintain in force the following insurance policies with reputable insurance companies to cover against public liability and product liability on terms and amounts that the Company in its absolute discretion deems reasonable.
- 11.2 The Company's liabilities under this Contract shall not be deemed to be released or limited by the Company taking out the insurance policies referred to in clause 11.1.

12. Limitation of Liability

- 12.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 12.2 Subject to clause 12.1:
- (a) the Company shall not be liable to the Other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Company's total liability to the Other Party in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Total Price of the Goods.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors.

14. General

- 14.1 **Use of Goods.** The Other Party undertakes to use its reasonable care and skill and to conform to and abide by all/any relevant legislation and industry best practice guidelines or standards when using the Goods in any way.
- 14.2 **Regulations and Labelling.** The Other Party shall be responsible to comply with all relevant laws and regulations and for obtaining and maintaining at its expense any necessary import licenses, customs clearance, exchange control consent or other authorisations and permits whatsoever and the Other Party shall ensure that the Goods are at all times labelled and used in such a way as to ensure the safety which a person is entitled to expect from the Goods.
- 14.3 **Assignment and Sub-contracting.**
- (a) The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Other Party may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

14.4 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax (shall fax be removed?) or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.4(a); if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.5 Severance.

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.7 **Third Party Rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.8 **Variation.** Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Other Party.

14.9 **Governing Law and Jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14.10 **Privacy.** The company has developed policies and procedures that fulfil the principles of Article 5 of GDPR in that personal data is processed fairly, lawfully and in a transparent manner in relation to the data subject, collected for specified, explicit and legitimate purposes and not further processed for other purposes incompatible with those purposes, is adequate, relevant and limited to what is necessary in relation to the purposes for which data is processed. The data is accurate and, where necessary, kept up to date, kept in a form that permits identification of data subjects for no longer than necessary for purposes for which personal data is processed, and is processed in a way that ensures appropriate security of the personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures. Our Privacy Policy can be viewed in the downloads section of our website at www.daygroup.co.uk

14.11 **IMS.** Day Group has an Integrated Management System (IMS) based on the requirements of ISO9001:2015, ISO39001:2012 and ISO14001:2015. This IMS has Quality, Environmental and Road Traffic Safety Policies set by the Company's Managing Director. Defined business objectives, assessment of environmental aspects and impacts and improving the Company's interaction with the road traffic system are an integral part of this management system. These elements may interact with the supply chain or sub-contractors. The relevant objectives, aspects and impacts, information regarding road traffic safety and Company policies are made available to interested parties where required. Supply chain and sub-contractors make a significant contribution to Day Group's overall business performance and reputation. A consistent and high level of service is expected to satisfy the needs and expectations of relevant interested parties and to strive for continual improvement. Failure to conform with the requirements of Day Group's Integrated Management System may result in loss of trade.

CONDITIONS OF PURCHASE

Company Purchasing Goods from the Other Party

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

Acceptance: has the meaning given to it in clause 2.3.

Applicable Laws: means all applicable laws, regulations, codes of practice and any other similar controls and advice made or issued by national or local Government or any other regulatory body, and all regulations and directives made by the legislative organs of the European Union, that are now in existence and where relevant enforceable, relating to the sale, transportation, handling, storage, treatment, recycling or disposal of any potentially hazardous or dangerous materials. These include but are not limited to; the Consumer Protection Act 1987 - Health and Safety at Work Act 1974, The Control of Substances Hazardous to Health Regulations 1988 and the Provision and Use of Work Equipment Regulations 1992 and all/any amendments, subordinate or similar legislation.

Authorisations: has the meaning given to it in clause 4.2.

Business Day: a day (other than a Saturday, Sunday or Public Holiday) when banks in London are open for business.

Company: Day Group Limited (registered in England and Wales with company number 00432417) or any company which is a subsidiary or associate of Day Group Ltd.

Company Materials: has the meaning given to it in clause 9.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.8.

Contract: the contract between the Company and the Other Party for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Date: means the date for delivery of an Order as specified in the Purchase Order Form.

Delivery Location: means the location to which the Goods are to be delivered as specified in the Purchase Order Form.

Due Date: has the meaning given to it in clause 8.6.

Goods: the goods (or any part of them) set out in the Purchase Order Form.

Order: the Company's order for the Goods, as set out in the Company's Purchase Order Form or the Company's written acceptance of the Other Party's quotation.

Other Party: the person, company or firm from whom the Company purchases the Goods.

Other Party Provisions: has the meaning given to it in clause 2.4.

Price: has the meaning given to it in the Purchase Order Form.

Purchase Order Form: an order form provided by the Company to the Other Party as a means of submitting the Company's Order.

Specification: any specification for the Goods, including any related plans and drawings, that is supplied to the Other Party by the Company, or produced by the Other Party and agreed in writing by the Company.

1.2 **Construction.** In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
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- (e) A reference to **writing** or **written** includes faxes and emails.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Other Party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Should any of the documents issued by the Other Party and the Company which form part of this Contract conflict, the Company's shall prevail.

2.2 The Order constitutes an offer by the Company to purchase the Goods in accordance with these Conditions.

- 2.3 The Order shall be deemed to be accepted on the earlier of:
- (a) the Other Party issuing a written acceptance of the Order; and
 - (b) the Other Party doing any act consistent with fulfilling the Order, ('Acceptance') at which point the Contract shall come into existence.
- 2.4 The express provisions of this Contract shall apply to the purchase of Goods by the Company from the Other Party. Any provisions not set out in these Conditions including those of the Other Party, shall not be the terms and conditions concerning the purchase of Goods by the Company from the Other Party, however other such provisions are introduced (including but not limited to provisions included on the Other Party's purchase order(s), confirmations of order or similar documents ('Other Party Provisions'). For the avoidance of doubt, the Other Party acknowledges and agrees that the Company will not be bound by any of the Other Party's provisions.
- 2.5 For the avoidance of any doubt, the Company's Order is only open to acceptance on the terms of these Conditions.

3. The Goods

- 3.1 The Other Party shall ensure that the Goods shall:
- (a) correspond with their description and any applicable Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Other Party or made known to the Other Party by the Company expressly or by implication, and in this respect the Company relies on the Other Party's skill and judgement;
 - (c) where applicable, be free from defects and/or be free from any contamination and remain so for 12 months after delivery;
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - (e) if the Contract specifies a use or performance for the Goods in the Contract, the Seller shall be deemed to have warranted that the Goods be suitable for that use or will attain the required performance, notwithstanding any other provisions of the Contract.
- 3.2 The Other Party 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 The Company shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Other Party's undertakings at clause 3.1, the Company shall inform the Other Party and the Other Party shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Other Party shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Other Party's obligations under the Contract, and the Company shall have the right to conduct further inspections and tests after the Other Party has carried out its remedial actions.

4. Environmental Warranty

The Other Party warrants to the Company that:

- 4.1 The Other Party is not aware of any circumstances that may cause the Goods or use of the Goods to be in breach of any of the Applicable Laws, nor is it aware of any aspect of the Goods or use of the Goods that might justify the imposing of any requirement under the Applicable Laws.
- 4.2 All necessary permits, licences, certificates, approvals and other authorisations required for the lawful and safe sale or use of the Goods ('the Authorisations') have been obtained and maintained by the Other Party, any payments for the grant or subsistence of the Authorisations have been made by the Other Party, all conditions restrictions and obligations imposed by the Authorisations have been complied with and the Other Party is not aware of any reasons why any of the Authorisations should be or may be revoked or amended.
- 4.3 No part of the Goods is contaminated in any way. No part of the Goods represents a hazard to health or to the environment as a result of any contamination or would represent such a hazard were it to be developed or put to any use different to its present use.
- 4.4 The Other Party is not aware of any circumstances that may give rise, or in the past has given rise, to any liability, whether under statute or common law, in respect of the Goods.
- 4.5 No third party has committed any act that has resulted, or to the knowledge of the Other Party may result in a potential action, whether under statute or common law, in relation to the Goods.

4.6 The Other Party has provided to the Company copies or all reports, data, correspondence, investigations, surveys and other documents in the Other Party's possession in whatever form or medium relating to the Goods as may be required under the Applicable Laws, including but without limitation, asbestos checks or reports, environmental audits, environmental impact assessments and documents relating to hazardous or other waste.

4.7 The Goods contain no element of asbestos.

5. Delivery

5.1 The Other Party shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (c) if the Other Party requires the Company to return any packaging material to the Other Party, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Other Party at the cost of the Other Party.

5.2 The Other Party shall deliver the Goods:

- (a) on the Delivery Date, or, if no such date is specified, within 28 days of Acceptance;
- (b) to the Delivery Location; and
- (c) during the Company's normal business hours, or as otherwise instructed by the Company.

Time for delivery is of the essence.

5.3 Subject to clause 5.8 below, delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location and after the Company has accepted the Goods by signing the Other Party's delivery note or other similar documentation.

5.4 If the Other Party:

- (a) delivers less than 2% of the quantity of Goods ordered, the Company may at its discretion reject the Goods; or
- (b) delivers more than 2% of the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Other Party's risk and expense. If the Other Party delivers less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.5 The Other Party shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Other Party to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in clause 6.

5.6 If the Delivery Location stated in the Quotation is a site over which the Other Party has control, the Company will arrange collection of the Goods within 10 Business Days of the Delivery Date ('Delivery by Collection').

5.7 If Delivery by Collection, then risk in the Goods shall pass to the Company upon the loading of the Goods onto the Company's delivery vehicle.

5.8 If Delivery by Collection, the delivery shall be completed after the loading of the Goods onto the Company's delivery vehicle and after the Company has accepted the Goods by signing the Other Party's delivery note or other similar documentation.

5.9 The Other Party shall send to the site manager at the Delivery Location at the time of delivery, all adequate information relating to the Goods including the identity of any substance hazardous to health, product data sheets and guidance notes relating to the safe use, handling and storage of all goods, substances and articles supplied under the Contract, as required by law.

6. Remedies

6.1 If the Goods are not delivered on the date they are due as referred to in clause 5.2, or do not comply with the undertakings set out in clauses 3.1 and 4, then, without limiting any of its other rights or remedies, the Company shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract;
- (b) to reject the Goods (in whole or in part) and return them to the Other Party at the Other Party's own risk and expense;

- (c) to require the Other Party to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Other Party attempts to make;
- (e) to recover from the Other Party any costs incurred by the Company in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Other Party's failure to carry out its obligations under the Contract.

6.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Other Party.

6.3 The Other Party shall keep the Company 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 the Company as a result of or in connection with:

- (a) any claim made against the Company 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 Goods, to the extent that the claim is attributable to the acts or omissions of the Other Party, its employees, agents or sub-contractors;
- (b) any claim made against the Company by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Other Party, its employees, agents or sub-contractors;
- (c) any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Other Party, its employees, agents or sub-contractors;
- (d) any claim made against the Company by a third party arising out of any defect in, or in connection with, the supply of the Goods, to the extent that such claim arises out of the contamination of the Goods; and
- (e) any loss that occurs directly as a result of the Other Party's breach of the Contract.

This clause 6.3 shall survive termination of the Contract.

6.4 The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. Title and Risk

Title and risk in the Goods shall pass to the Company on completion of delivery in accordance with clause 5.3 and 5.8.

8. Price and Payment

8.1 The price of the Goods shall be the Price set out in the Purchase Order Form, or, if no price is quoted, the price set out in the Other Party's published price list in force as at the date the Contract came into existence.

8.2 The Price of the Goods is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Company.

8.3 The Company shall, on receipt of a valid VAT invoice from the Other Party, pay to the Other Party such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.4 The Other Party may invoice the Company for the Goods on or at any time after the completion of delivery.

8.5 The Company shall pay correctly rendered invoices within 45 days of the last day on the month in which the goods are invoiced unless other terms are agreed between the parties in writing. Payment shall be made to the bank account nominated in writing by the Other Party.

8.6 If a party fails to make any payment due to the other under the Contract by the due date for payment (**Due Date**), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above HSBC's base lending rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

8.7 The Other Party shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Other Party against any amounts payable by it to the Other Party under the Contract.

9. Company Property

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

10. Insurance

10.1 The Other Party shall maintain in force the following insurance policies with reputable insurance companies:

- (a) public liability insurance for not less than £10 million per claim; and
- (b) professional indemnity insurance for not less than £1 million per claim; and
- (c) product liability insurance for not less than £1 million for claims arising from any single event.

The Other Party shall ensure that the Company's interest is noted on each insurance policy, or that a generic interest clause has been included.

10.2 On taking out and on renewing each policy, the Other Party shall promptly send a copy of the receipt for the premium to the Company. On the Company's written request, the Other Party shall provide the Company with copies of the insurance policy certificates and details of the cover provided.

10.3 The Other Party shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under this agreement which they are contracted to fulfil.

10.4 The Other Party shall:

- (a) do nothing to invalidate any insurance policy or to prejudice the Company's entitlement under it; and
- (b) notify the Company if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

10.5 The Other Party's liabilities under this agreement shall not be deemed to be released or limited by the Other Party taking out the insurance policies referred to in clause 10.1.

10.6 If the Other Party fails or is unable to maintain insurance in accordance with clause 10.1, or fails to provide evidence that it has paid the current year's premiums in accordance with clause 10.2, the Company may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Other Party.

11. Confidential Information

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or sub-contractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or sub-contractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or sub-contractors shall keep such information confidential.

12. Termination

12.1 The Company may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Other Party written notice, whereupon the Other Party shall discontinue all work on the Contract. The Company shall pay the Other Party fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

12.2 The Company may terminate the Contract with immediate effect and without liability by giving written notice to the Other Party if the Other Party becomes subject to any of the following events:

- (a) the Other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (b) the Other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Other Party is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Other Party with one or more other companies or the solvent reconstruction of the Other Party; or

- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Other Party, other than for the sole purpose of a scheme for a solvent amalgamation of the Other Party with one or more other companies or the solvent reconstruction of the Other Party; or
- (d) (being an individual) the Other Party is the subject of a bankruptcy petition or order; or
- (e) a creditor or encumbrancer of the Other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Other Party; or
- (g) (being a company) a floating charge holder over the assets of the Other Party has become entitled to appoint or has appointed an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the Other Party or a receiver is appointed over the assets of the Other Party; or
- (i) any event occurs, or proceeding is taken, with respect to the Other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(a) to clause 12.2(h) inclusive; or
- (j) the Other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (k) the financial position of the Other Party deteriorates to such an extent that in the opinion of the Company the capability of the Other Party adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- (l) (being an individual) the Other Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Other Party shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Other Party from carrying out its obligations under the Contract for a continuous period of more than 20 Business Days, the Company may terminate this Contract immediately by giving written notice to the Other Party.

14. General

14.1 Assignment and Sub-contracting.

- (a) The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Other Party may not assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract without the Company's prior written consent.

14.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.4(a); if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, 24 hours after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 14.3 **Severance.**
- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.5 **Third Party Rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.6 **Variation.** Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.
- 14.7 **Governing Law and Jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 14.8 **Privacy.** The company has developed policies and procedures that fulfil the principles of Article 5 of GDPR in that personal data is processed fairly, lawfully and in a transparent manner in relation to the data subject, collected for specified, explicit and legitimate purposes and not further processed for other purposes incompatible with those purposes, is adequate, relevant and limited to what is necessary in relation to the purposes for which data is processed. The data is accurate and, where necessary, kept up to date, kept in a form that permits identification of data subjects for no longer than necessary for purposes for which personal data is processed, and is processed in a way that ensures appropriate security of the personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures. Our Privacy policy can be viewed in the downloads section of our website at www.daygroup.co.uk
- 14.9 **IMS.** Day Group has an Integrated Management System (IMS) based on the requirements of ISO9001:2015, ISO39001:2012 and ISO14001:2015. This IMS has Quality, Environmental and Road Traffic Safety Policies set by the Company's Managing Director. Defined business objectives, assessment of environmental aspects and impacts and improving the Company's interaction with the road traffic system are an integral part of this management system. These elements may interact with the supply chain or sub-contractors. The relevant objectives, aspects and impacts, information regarding road traffic safety and Company policies are made available to interested parties where required. Supply chain and sub-contractors make a significant contribution to Day Group's overall business performance and reputation. A consistent and high level of service is expected to satisfy the needs and expectations of relevant interested parties and to strive for continual improvement. Failure to conform with the requirements of Day Group's Integrated Management System may result in loss of trade.