



| Guardian Screens
INSECT & BLACKOUT SCREEN SYSTEMS

Made To Measure Trade Price List 2026



www.guardianscreens.co.uk



IMPORTANT INFORMATION: BEFORE PLACING ORDER:

- 🛡️ Sizes shown are finished outer frame sizes, excluding any face or recess fitting brackets.
- 🛡️ Size dimensions shown are in millimetres: Width x Height respectively.
- 🛡️ Screens are manufactured to exact sizes provided by customer.
- 🛡️ Guardian Screens is not responsible for ensuring the sizes provided are correct.
- 🛡️ NO deductions or allowances are made for installation purposes.
- 🛡️ Manufacturing tolerances are +/- 2mm.
- 🛡️ Made-to-measure screens can only be ordered online, through the Guardian Screens Website.
- 🛡️ Screens cannot be returned unless faulty or incorrectly supplied.
- 🛡️ Screens include standard Fibreglass 18/16 Charcoal / Black mesh, unless otherwise stated.
- 🛡️ Screens are sold for Insect Protection only.
- 🛡️ Insect Screens are not suitable for pet protection, regardless of mesh type.
- 🛡️ Prices exclude Shipping and VAT.

Delivery Charges:

- 🛡️ Standard delivery charge: £25 per order (subject to change without notice).
- 🛡️ Delivery restrictions should be advised prior to dispatch.

Delivery of Order:

On receipt we recommend:

- 🛡️ Confirm quantity of packages received is correct before accepting the delivery.
- 🛡️ If found to be damaged, take photographs and sign as 'Damaged' with carrier.
- 🛡️ Alternatively refuse the delivery entirely (carrier will return to Guardian Screens).
- 🛡️ We cannot accept damage claims unless the delivery has been signed as 'Damaged'.
- 🛡️ Damages or shortages must be reported to Guardian Screens within 24 hours (or one working day) after which no claim for damage or shortages will be accepted.
- 🛡️ Call: 01603 871 421 or Email: daniel@guardianscreens.co.uk

Product Warranty:

- 🛡️ 12 Month Product Warranty offered for made-to-measure screens, covering manufacturing and material defects.
- 🛡️ Includes: Component parts, profiles and paint finishes.
- 🛡️ Excludes: Mesh and Blackout fabric (unless defect identified within twelve months from date of invoice), misuse, accidental damage, installation errors, where the screen is not suitable for the application and modifications by installer or end user.
- 🛡️ Any claim will be limited to the value of the goods supplied as stated on the original invoice.
- 🛡️ Relevant order number reference required.
- 🛡️ All claims to be submitted in writing prior to goods being returned.
- 🛡️ Items to be returned must be robustly packaged ready for collection by carrier.
- 🛡️ Once inspected, any defective parts identified will be repaired or replaced without charge.
- 🛡️ Contact Guardian Screens for claims, or assistance with any queries. We are always happy to offer advice.



S36-WS

Width Drop	600	800	1000	1200	1400	1600
400	£61.42	£69.24	£77.07	£84.90	£92.72	£100.55
800	£67.49	£75.32	£83.14	£90.97	£98.80	£106.62
1200	£73.57	£81.39	£89.22	£97.04	£104.87	£112.70
1400	£78.12	£85.95	£93.77	£101.60	£109.42	£117.25

Reinforced pull bar (R)	£14.00
Magnetic profile (M)	£21.00

Intermediate Stops	£3.43
Stainless Steel Spring	£7.00

System 36 Roll-Up Window Screen Specification

Size Limits

Min width: 450mm
 Max width: 1600mm
 Min Drop: 350mm
 Max Drop: 1400mm

Standard finish

Slow rise brake
 Pre drilled side guides with cover caps
 Face or top fix brackets
 Concealed catches

Standard colour - White RAL 9016
 Non Standard colours - POA
 Intermediate Stops (Supplied - not fitted)



S36-SDS

Width Drop	600	800	1000
1800	£155.00	£158.00	£161.00
2000	£166.53	£169.53	£172.53
2200	£178.06	£181.06	£184.06

Reinforced pull bar (R)	£18.00
Stainless Steel Spring	£7.00

System 36 Roll-Aside Single Door Screen Specification

Size Limits

Min width: 400mm
Max width: 1000mm
Min Drop: 1200mm
Max Drop: 2200mm

Standard finish

Slow close brake
Pre drilled top and bottom guides
with cover caps
Face fix brackets
Magnetic closure profile

Standard colour - White RAL 9016
Non Standard colours - POA



S36-DDS

Width Drop	1400	1600	1800	2000
1800	£249.26	£252.29	£255.32	£258.35
2000	£266.96	£269.99	£273.02	£276.05
2200	£284.66	£287.69	£290.72	£293.75

Reinforced pull bar (R) both cassettes	£36.00
Magnetic profile (M) - For Flying Mullion	£24.00

Stainless Steel Spring	£14.00
-------------------------------	--------

S36 Roll-Aside Double Door Screen Specification

Size Limits

Min width: 1000mm
 Max width: 2000mm
 Min Drop: 1600mm
 Max Drop: 2200mm

Standard finish

Slave door shoot bolt locking
 mechanism
 Slow close brake
 Pre drilled top and bottom guides
 with cover caps
 Face fix brackets

Standard colour - White RAL 9016
 Non Standard colours - POA



S43-WS

Width Drop	600	800	1000	1200	1400	1600	1800	2000	2100
400	£64.04	£73.39	£82.74	£92.09	£101.44	£110.79	£120.14	£129.49	£134.16
800	£70.11	£79.46	£88.81	£98.16	£107.51	£116.86	£126.21	£135.56	£140.23
1200	£76.18	£85.53	£94.88	£104.23	£113.58	£122.93	£132.28	£141.63	£146.30
1600	£82.25	£91.60	£100.95	£110.30	£119.65	£129.00	£138.35	£147.70	£152.37
2000	£88.32	£97.67	£107.02	£116.37	£125.72	£135.07	£144.42	£153.77	£158.44
2500	£95.93	£105.28	£114.63	£123.98	£133.33	£142.68	£152.03	£161.38	£166.05

Reinforced pull bar (R)	£14.00
Magnetic profile (M)	£21.00

Intermediate Stops	£3.43
Stainless Steel Spring	£7.00

High Resistance Mesh - Max drop 1400mm	£62.00
Midge Mesh (MM) - Max drop 1700mm	£72.00

System 43 Roll-Up Window Screen Specification

Size Limits

Min width: 450mm
 Max width: 2100mm
 Min Drop: 350mm
 Max Drop: 2500mm

Standard finish

Slow rise brake
 Pre drilled side guides with cover caps
 Face or top fix brackets
 Concealed catches

Standard colour - White RAL 9016
 Non Standard colours - POA
 Intermediate Stops (Supplied - not fitted)



S43-SDS

Width Drop	600	800	1000	1200	1400
1600	£164.32	£168.37	£172.42	£176.47	£180.52
1800	£177.66	£181.71	£185.76	£189.81	£193.86
2000	£191.00	£195.05	£199.10	£203.15	£207.20
2200	£204.34	£208.39	£212.44	£216.49	£220.54
2400	£217.68	£221.73	£225.78	£229.83	£233.88

Reinforced pull bar (R)	£28.00
Stainless Steel Spring	£7.00

Magnetic profile (M) - For Flying Mullion	£24.00
--	--------

High Resistance Mesh - Max drop 1400mm	£124.00
Midge Mesh (MM) - Max drop 1400mm	£144.00

System 43 Roll-Aside Single Door Screen Specification

Size Limits

Min width: 400mm
 Max width: 1400mm
 Min Drop: 1200mm
 Max Drop: 2400mm

Standard finish

Rear fold flat handle
 Slow close brake
 Pre drilled top and bottom guides
 with cover caps
 Face fix brackets
 Magnetic closure profile

Standard colour - White RAL 9016
 Non Standard colours - POA



S43-DDS

Width Drop	1400	1600	1800	2000	2200	2400	2600	2800
1800	£296.76	£301.25	£305.74	£310.23	£314.72	£319.21	£323.70	£328.19
2000	£319.05	£323.54	£323.54	£323.54	£323.54	£323.54	£323.54	£323.54
2200	£341.34	£345.83	£350.32	£354.81	£359.30	£363.79	£368.28	£372.77
2400	£363.63	£368.12	£372.61	£377.10	£381.59	£386.08	£390.57	£395.06

Reinforced pull bar (R)	£28.00
Magnetic profile (M) - For Flying Mullion	£24.00

Stainless Steel Spring	£14.00
-------------------------------	--------

High Resistance Mesh - Max width 1400mm per cassette	£246.00
Midge Mesh (MM) - Max width 1400mm per cassette	£288.00

System 43 Roll-Aside Double Door Screen Specification

Size Limits

Min width: 900mm
 Max width: 2800mm
 Min Drop: 1400mm
 Max Drop: 2400mm

Standard finish

Rear fold flat handle
 Slave door shoot bolt locking
 mechanism
 Slow close brake
 Pre drilled top and bottom guides
 with cover caps
 Face fix brackets

Standard colour - White RAL 9016
 Non Standard colours - POA



S43-BOS

Width Drop	600	800	1000	1200	1400	1600	1800	2000	2200
600	£111.66	£134.28	£156.90	£179.52	£202.14	£224.76	£247.38	£270.00	£292.62
1000	£119.48	£142.10	£164.72	£187.34	£209.96	£232.58	£255.20	£277.82	£300.44
1400	£127.30	£149.92	£172.54	£195.16	£217.78	£240.40	£263.02	£285.64	£308.26
1750	£135.12	£157.74	£180.36	£202.98	£225.60	£248.22	£270.84	£293.46	£316.08

Reinforced pull bar (R)	£14.00
--------------------------------	--------

System 43 Roll-Up Blackout Screen Specification

Size Limits

Min width: 450mm
 Max width: 2200mm
 Min Drop: 350mm
 Max Drop: 1750mm

Standard finish

Pre drilled side guides with cover caps
 Face or top fix brackets
 Concealed catches

Fabric colours

White
 Grey
 Champagne

Standard colour - White RAL 9016
 Non Standard colours - POA



GUARDIAN SCREENS LTD - TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 10 (limitation of liability) and clause 7.3 (compliance with the Regulations).

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 DEFINITIONS

Conditions: these terms and conditions as amended from time to time in accordance with Clause 13.6.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who places an Order for the Goods and/or Services from the Supplier.

Delivery Location: has the meaning given in Clause 4.2.

Force Majeure Event: events, circumstances or causes beyond a party's reasonable control.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed by the Customer and the Supplier.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Order Form.

Order Form: the document which sets out the details of the Order (whether in paper or electronic form).

Regulations: the General Product Safety Regulations 2005.

Services: the services supplied by the Supplier to the Customer as set out in the Order Form (together with any other services that the Supplier agrees to provide to the Customer)

Supplier: Guardian Screens Limited registered in England and Wales, Company Registration Number 15362451 whose address is 18 Shepherds Business Park, Norwich Road, Lenwade, NR9 5SG.

1.2 Interpretation

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (c) A reference to writing or written excludes fax but includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Goods or Goods and Services set out in the Order Form in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the



Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of [30] days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in the Order Form.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This Clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, and if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods to the location set out in the Order Form or such other location as the parties may agree (Delivery Location) at any time whether before or after the Contract is entered into between the parties.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. If no date for delivery is specified in the Order Form the Supplier shall deliver the Goods within a reasonable time frame. The Supplier shall not be liable for any delay in delivery of the Goods or Services that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or Services.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within [three] Business Days of the Supplier notifying the Customer that the Goods are ready, then except by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the [third] day following the day on which the Supplier notified the



Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 In the event of a failed delivery of the Goods as a result of the Customer refusing to accept delivery of the same, the Supplier shall be entitled to charge the Customer for the additional cost incurred as a result of the failed delivery.

4.8 If [ten] Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and after deducting reasonable storage and costs of sale, charge the Customer for any shortfall below the price of the Goods.

4.9 The Supplier 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 Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

- (a) conform in all material respects with their description or Goods Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to Clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

- (a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in Clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with Clause 5.2(a);
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the installation, commissioning, use or maintenance of the Goods or good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, or negligence; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this Clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act are, to the fullest extent permitted by law, excluded from the Contract.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; or

(b) the Customer resells the Goods in the ordinary course of its business in which case title to the Goods shall pass to the Customer at the time specified in Clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 11.1; and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to Clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before the Supplier receives full payment:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under Clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 The Supplier shall supply the Services to the Customer in accordance with the Order Form in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, and in particular:

- (a) the parties note and agree that the Supplier must conform with the Regulations;
- (b) if the Regulations provide that the Supplier must fit an appropriate safety device when it is performing the Services to ensure compliance then this must be fitted;
- (c) in the event that the Customer should prevent or refuse to allow the Supplier to fit the required safety device, the Supplier shall be entitled to terminate the Contract for the provision of all or part of the Services without being liable to the Customer for the termination;
- (d) the Customer shall remain liable for payment in full to the Supplier for the price of the Goods and for the price for the Services (notwithstanding that the Supplier has been unable to complete the same); and
- (e) the parties acknowledge and agree that the provisions of this Clause 7.3 are reasonable given the Supplier's obligations under the Regulations.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services, including the provisions of Clause 7.3(b);
- (c) provide the Supplier, its employees, agents and subcontractors, with access to the Customer's premises as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such





information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws; and

(h) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 8.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods and / or the Services is set out in the Order Form.

9.2 The Supplier makes every effort to ensure that any prices detailed in its sales literature or on its website are correct but in the event that it should find that they are not, and as a result that the price on the Order Form is incorrect, then notwithstanding that the Contract may have been entered into shall be entitled to terminate the same by notice to the Customer without being responsible for damages as a result of such termination provided the Supplier gives the Customer the option of re-confirming the Contract for the correct price.

9.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification or any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

9.5 The Customer shall pay each invoice submitted by the Supplier:

(a) within [30] days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier.

9.6 At all times the time for payment shall be of the essence of the Contract.

9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 11 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after





judgment. Interest under this Clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

10.1 The restrictions on liability in this Clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

10.4 Subject to Clause 10.3, the Supplier's total liability to the Customer shall not exceed 110% of the contract price].

10.5 Subject to Clause 10.3, the following types of loss are wholly excluded from the Contract:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; and
- (f) indirect or consequential loss.

10.6 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 months, the party not affected may terminate the Contract by giving written notice to the affected party.

10.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in Clause 5 and Clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.8 This Clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;





- (d) the party, being an individual, has a petition for his or her bankruptcy presented to the court; or
- (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

12.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

13. GENERAL

13.1 Assignment and other dealings

- (a) The Supplier may at any time assign or subcontract any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign or deal in any other manner with any of its rights and obligations under the Contract.

13.2 Severance. If any provision or part-provision of the Contract or these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 13.2 shall not affect the validity and enforceability of the rest of the Contract.

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

13.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

13.5 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.





13.6 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

13.7 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of [England and Wales][Scotland][Northern Ireland].

13.8 Jurisdiction. Each party irrevocably agrees that the courts of [England and Wales][Scotland][Northern Ireland] shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

