

Terms and Conditions

v1.1 - December 2025

Application and entire agreement

- These Terms and Conditions will apply to the purchase of the goods (Goods) and/or services (Services) detailed in our quotation to the Buyer (you or yours) from Coplan Limited a company registered in England and Wales under number 02107680 whose registered office is at 28 Vincent Avenue, Regent Business Park, Crownhill, Milton Keynes, Buckinghamshire, MK8 0AB the Seller (we, us or our).
- These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods and/or Services performed (whichever happens earlier) and will constitute the entire agreement between us and you.
- These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods and/or Services between us and you, to the exclusion of any other terms or conditions that you purport to apply under any purchase order, acknowledgement of order or similar document, whether or not such document is referred to in the contract, or which are implied by trade, custom, practice or course of dealing.

Interpretation

- A “business day” means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
- Words imparting the singular number include the plural and vice-versa.

Formation and Incorporation

- You must ensure that the terms of your order and any applicable specification are complete and accurate.
- Unless otherwise expressly provided in the contract, no variation to the terms and conditions will be effective unless it is in writing and signed by a duly authorised representative of ours.

Goods

- The quantity and description of the Goods and/or Services are set out in our quotation and acknowledgement of order. We will acknowledge each order by in writing and provide a delivery date to you, the documentation will state if this is a confirmed or estimated delivery date, within two days of the order being received.
- All samples, drawings, descriptions, specifications and advertising issued by us and any descriptions or illustrations contained in our sales brochures or other sales documentation are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services represented or described in them. They are subject to alteration without notice and are not a contractual offer for us to sell the Goods and/or Services.
- We can make any changes to the specification, design, materials or finishes of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements/applicable laws relating to the Goods and/or Services that do not materially affect their quality or performance.

Price

- The price (Price) of the Goods and/or Services are set out in our quotation (including any non-standard price negotiated) and is valid for a period of 30 days from the date of quotation, unless otherwise stated on the quotation, or the quotation has been expressly withdrawn by us at an earlier date.
- The Price is exclusive of fees for packaging and delivery. Prices do not include the off-loading of Goods which will shall be at your risk and responsibility.
- The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any government or other authority and at the rate prescribed by law.

Cancellation and alteration

- We can withdraw, cancel or amend a quotation if it has not been accepted by you within a period of 10 days from the date of the quotation, (unless the quotation has been withdrawn).
- You may not cancel the contract unless agreed by us in writing.

Payment

- You will pay the Price to us in accordance with these Payment conditions:

- – we will invoice you for the Price of the Goods and/or Services (and any packaging, insurance, carriage, delivery costs and taxes) payable by you following dispatch or collection of the Goods from our premises or completion of Services.
- You must pay the Price within 30 days of the date of our invoice or according to any other credit terms agreed between us in writing.
- Time for payment will be of the essence of the Contract between us and you.
- All payments must be made in British Pounds unless otherwise agreed in writing between us. Payment should be made electronically by BACS (Bank Automated Clearing System), IBAN (International Bank Account Number) or SWIFTBIC (Society for Worldwide Interbank Financial Telecommunication Bank Identifier Code) to the following bank account or such other bank account as nominated by us from time to time:

BACS

Sort Code: 20-57-44

Account Number: 43230198

IBAN

GB31 BUKB 2057 4443 2301 98

SWIFTBIC

BUKBGB22

Should you wish to pay by cheque, please make payable to Coplan Limited and send to:

28 Vincent Avenue,
Regent Business Park,
Crownhill,
Milton Keynes,
Buckinghamshire,
MK8 0AB

- You must pay all amounts due under these Terms and Conditions in full without any deduction, withholding or set off, except as required by law, including on account of any counter-claim.
- If you do not pay within the period set out above, we will suspend any further deliveries of Goods and/or Services to you and, without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 4% plus the Bank of England base rate on the amount outstanding until you pay in full.

Delivery

- We will arrange for the delivery of the Goods on any business day between the hours of 8am and 6pm to the address specified in your order or to another location as notified

by you and agreed in writing OR by prior agreement in writing you may collect the Goods from our premises on any business day between the hours of 9am and 5pm.

- You will provide at your expense, at the point the delivery is to take place, adequate and appropriate equipment and manual labour for offloading the Goods.
- We will use reasonable endeavours to deliver the Goods and/or Services within the time set out in the Company's acknowledgment of order or if no time stated then within a reasonable time, but the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods and/or Services that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.
- If we are unable for any reason to fulfil any delivery on the specified date we will not be in breach of contract and will not have any liability to you for direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery/performance except set out in this condition. Any delay in delivery will not entitle the buyer to cancel the order unless and until you have given us 45 days written notice to us requiring delivery to be made, providing the order is for standard (not bespoke) products, and we have not fulfilled the delivery within that period. If you cancel the order in accordance with this condition then:
 - We will refund to you any sums which you have paid us in respect of that order or part order that has been cancelled and
 - You will be under no liability to make further payments under this condition in respect of that order or part order which has been cancelled.
- If you do not take delivery of the Goods and/or Services when they are ready for delivery or fail to provide any instructions, documents, or other authorisations required to enable the Goods to be delivered or Services to be performed on time (except solely on account of our default) the Goods and/or Services will be deemed to have been delivered or performed on the due date and (without prejudice to our other rights) we may:
 - store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
 - make arrangements for the redelivery of the Goods and/or Services and will charge you for all associated costs of such redelivery or planning; and/or
 - we reserve the right to resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
- We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

Inspection, Acceptance and Warranty

- We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation.
- Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 3 business days after delivery or collection.
- If you identify any damages or shortages in Goods undertaken, you must inform us in writing within 3 business days of delivery, providing details and photographs where necessary.
- Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection of them at your premises. Any inspections will be arranged by prior written agreement with you.
- Where the Goods are found to be defective we shall repair or replace the defective Goods free of charge within a three month warranty period from the date of delivery subject to the following conditions:
 - if you fail to provide notice as set above; and/or
 - the defect being due to faulty design, materials or workmanship
 - you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - the defect arises because you did not follow our oral or written instructions about the storage, installation, use and maintenance of the Goods; and/or
 - the defect arises from normal wear and tear of the Goods; and/or
 - the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
- We shall be entitled in our absolute discretion to refund the Price of the defective Goods in the event the Price as already been paid.
- Where the Goods have been manufactured and supplied via a third party any warranty granted in respect of the Goods shall be passed onto you and you shall have no other remedy against the third party.
- The remedies contained in the Clause are without prejudice and subject to the other Conditions including, but without limitation, to Limitation of Liability
- You bear the risk and cost of returning any Goods unless we agree in writing that they are faulty.

Risk and title

- The risk in the Goods will pass to you on completion of delivery.

- Title to the Goods will not pass to you until we have received payment in full (in cleared funds) for: (a) the Goods and/or (b) any other Goods that we have supplied to you in respect of which payment has become due.
- Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the Goods separately and not remove, deface or obscure any identifying mark, including trade marks, or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.
- Procure that any insurance proceeds received in respect of lost or damaged Goods are paid to us to the extent required to satisfy the indebtedness of you to us.

Termination

- We can terminate the sale or purchase of Goods and/or Services under the Contract where:
- you commit a material breach of your obligations under these Terms and Conditions which cannot be remedied;
- you commit a material breach of your obligations under these Terms and Conditions which can be remedied but fail to remedy that breach within thirty days of a written notice from us setting out that breach and requiring it to be remedied;
- you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.
- the right of termination will not arise in respect of any failure to make payment of any sum to the extent that such sum is and remains the subject of a bona fide dispute (where any sum that is not part of the bona fide dispute has been paid in accordance with the contract) and for a period of 7 days following resolution of such dispute.

- Following expiry or termination of contract any conditions which expressly or impliedly continue to have effect after expiry or termination of the contract shall continue in force. All other rights and obligations will immediately cease without prejudice to any rights, obligations, claims and liabilities which have accrued prior to the date of expiry or termination.
- We will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach of contract until the breach is remedied (if applicable) or the Contract terminates, whichever occurs first.

Limitation of liability

- Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- Subject to the clauses above on Inspection, Acceptance and Warranty and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- Where any court or arbitrator determines that any part contained in this clause Limitation of Liability, is for whatever reason, unenforceable, we shall be liable for all loss or damage suffered by you but in an amount not exceeding the Price of the Goods and/or Services.
- We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods and/or Services, for:
 - any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; and/or
 - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

- All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- Notices will be deemed to have been duly given:
 - when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - when sent, if transmitted by email or fax and a successful transmission report or return receipt is generated;
 - on the fifth business day following mailing, if mailed by national ordinary mail; or
 - on the tenth business day following mailing, if mailed by airmail.
- All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Intellectual property

- Means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in Know-How, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs, and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom, and all other countries of the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations, and substitutions; and 'Know How' means: formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications technical information, tests, results, reports, component lists, manual and instructions.
- No right or license is granted to you in respect of the Intellectual Property Rights of ours, except the right to use, or resell the Goods in your ordinary course of business.

Data protection

- When providing the Goods and/or Services to you, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of yours.
- The parties agree that where such processing of personal data takes place, you shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

- For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- We shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with you, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by us on behalf of you. Further information about our approach to data protection are specified in our Privacy Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact the Office Manager at the following e-mail address: info@coplancontrol.com

Circumstances beyond the control of either party

- Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

- No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

General

- Our rights and remedies set out in the Terms and Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- If any terms of the contract is found by any court or body of competent jurisdiction to be illegal, unlawful, void or unenforceable, such terms will be deemed to be severed from the Contract and this will not affect the remainder of the Contract.
- Unless otherwise agreed in writing you will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract.

- We will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights accordance with the Contracts (Rights of Third Parties) Act 191 and the terms of the Contract.
- The Contract constitutes the entire agreement between parties and supersedes any prior agreement or arrangement in respect of its subject matter.

Severance

- If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

- This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.