

PART A – GENERAL

1. DEFINITIONS & INTERPRETATION

- 1.1. In these terms and conditions, the following words and phrases shall have the meanings ascribed to them below:
- “**Charges**” means the charges payable for the Services and/or Goods, as specified in the Quotation and/or the applicable Service Description;
- “**Contract**” means the contract between Flow and the Client relating to the supply of Services and/or Goods, which contract incorporates the Quotation, any Service Description and these terms and conditions;
- “**Client**” means the company, person or party detailed in the Quotation;
- “**Flow**” means Flow Solutions Group Limited (Company number 06644136) whose registered office is at 34B Rowley Lane, Lepton, Huddersfield, West Yorkshire, HD8 0JD, which company trades under different styles including Flow Fulfilment, Mr Flyer, The Personal Print Portal (TPPP), Greener Mail and Business Building Company and its brands (Direct Mail Company, Printing Company, Leaflet Distribution Company, 3PL Company, Brand Building Company and Contract Packing Company);
- “**Goods**” means the goods detailed in the Quotation;
- “**Quotation**” means Flow’s quotation for the supply of Services and/or Goods, which quotation may be issued to the Client in writing, or automatically via the Website;
- “**Services**” means the services detailed in the Quotation, which services may be more particularly described in the Service Description and may include those detailed in Parts D and E of these terms;
- “**Service Description**” means the detailed description of Flow’s services, which description is available on the Website;
- “**Website**” means the website with the URL <https://theflowgroup.co.uk> and/or any other purchasing or ordering portal operated by Flow from time to time.
- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Condition headings do not affect the interpretation of these terms and conditions.
- 1.6. The numbering in these terms is not sequential. Unless otherwise specified, a reference to a particular condition, shall be a reference to a condition within that Part.

2. APPLICATION OF CONDITIONS

- 2.1. Subject to any variation under condition 2.3, the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, communication, specification or other document).
- 2.2. No terms or conditions endorsed on, delivered with or contained in the Client’s purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. Any variation to these terms and conditions and any representations about the Contract shall have no effect unless expressly agreed in writing and signed by a director of Flow.
- 2.4. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Flow which is not set out in the Contract.
- 2.5. The terms and conditions set out in this Part A shall always apply to the Contract.
- 2.6. If (with reference to the Quotation) the Services encompass the supply of “Services relating to Free Issue Materials”, or “Mail Delivery Services”, the additional terms and conditions set out in Part C shall also apply.
- 2.7. If there is any conflict between the provisions of this Part A and those of Parts B, C, D or E, the provisions of this Part A shall prevail.
- 2.8. A Quotation shall automatically expire if a Contract has not been entered into within 30 days of receipt by the Client.
- 2.9. Notwithstanding any other circumstances, a binding Contract shall be deemed to exist if Flow actually commences the Services, or dispatches the Goods (whichever occurs earlier).

3. SUPPLY

- 3.1. Flow shall in consideration for payment of the Charges, supply the Services and/or Goods in accordance with the Contract Quotation and/or any Service Description.

4. CLIENT CO-OPERATION

- 4.1. Flow and the Client shall each appoint a project manager who has the authority and ability to deal with all aspects of the Contract.
- 4.2. The Client shall provide all information, documentation and materials reasonably requested by Flow to enable Flow to perform the Contract.

5. CHARGES

- 5.1. The Charges shall be deemed to be in UK £s (pounds sterling) and unless expressly stated otherwise, shall exclude VAT at the current applicable rate, postage and delivery charges, all of which shall be payable in addition.
- 5.2. Flow reserves the right to amend the Charges if the scope of the Services changes (including without limitation changes to way in which data is supplied, delays in the supply of Free Issue Materials and the manner in which such materials are handled and packaged). All changes to the Services shall be notified in advance.

6. PAYMENT TERMS

- 6.1. Unless otherwise agreed in writing or otherwise pursuant to an agreed set of credit and/or payment terms, the Services and/or Goods shall be paid as immediate payment.
- 6.2. If credit and/or payment terms have been agreed, then in respect of any Contract, the Client shall pay all invoices strictly in accordance with those agreed payment terms.
- 6.3. The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Flow to the Client.
- 6.4. Time for payment shall always be of the essence. If the Client fails to pay Flow any sum due pursuant to the Contract, the Client shall be liable to pay interest to Flow on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. Flow reserves the right to claim compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

No payment shall be deemed to have been received until Flow has received cleared funds.

7. LIMITATION OF LIABILITY

- 7.1. The following provisions set out the entire financial liability of Flow (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 1.1. any breach of these terms and conditions;
- 1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 7.2. Nothing in these conditions excludes or limits the liability of Flow:
- 7.2.1 for death or personal injury caused by Flow’s negligence
- 7.2.2 under section 2(3), Consumer Protection Act 1987;
- 7.2.3 for any matter which it would be illegal for Flow to exclude or attempt to exclude its liability;
- 7.2.4 for fraud or fraudulent misrepresentation.
- 7.3. Subject to conditions 7.1, 7.2 and 7.4:



- 7.3.1 Flow's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Charges paid under the Contract.
- 7.3.2 Flow shall not be liable for any indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of data, depletion of goodwill and similar losses), costs, damages, charges or expenses.
2. Except as otherwise provided for in the Contract, all other warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Services Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 8. TERMINATION**
- 8.1. The Contract may be terminated by Flow or the Client with immediate effect if:
- 8.1.1. the other is in material breach of the terms and conditions of the Contract and the breach is not capable of remedy; or
- 8.1.2. the other is in material breach of the terms and conditions of the Contract and the breach is capable of remedy and that other party shall have failed to remedy that breach within thirty (30) days of notice, specifying the breach and requiring its remedy; or
- 8.2. The Contract may be terminated by Flow if the Client:
- 8.2.1. (being a person) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
- 8.2.2. (being a body corporate) shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors;
- 8.2.3. ceases to trade; or
- 8.2.4. suffers anything analogous to any of the foregoing under the law of any other jurisdiction.
- 8.3. Termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination.
- 8.4. All payments payable to Flow under the Contract shall become due immediately upon its termination.
- 8.5. The Client shall have no right to terminate the Contract.
- 9. UNFORSEEABLE DELAYS**
- 9.1. Flow reserves the right to defer the performance of the Contract (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Flow including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, pandemic, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 10. REGULATORY COMPLIANCE**
- 10.1. If a licence, consent or permission of any government or other authority is required for the performance of the Contract, the Client shall obtain the licence or consent at its own expense and if requested/necessary produce evidence of it to Flow on demand. Failure to obtain any licence or consent does not entitle the Client to withhold or delay payment of the Charges. Any additional expenses or charges incurred by Flow resulting from such failure shall be paid by the Client.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1. All intellectual property rights in any materials submitted by the Client to Flow will remain vested in the Client or its licensors.
- 11.2. All intellectual property rights in any materials created or used by Flow will remain vested in Flow (or its relevant licensors) and to the extent that any rights in such materials vest in the Client by operation of law, the Client hereby assigns such rights to Flow.
- 11.3. Both Flow and the Client acknowledge and agree that they shall not acquire or claim any title to any of the other's intellectual property and will not, at any time, do, or omit to do, anything which is likely to prejudice the other's ownership of such intellectual property rights.
- 12. DISPUTE RESOLUTION**
- 12.1. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges by the Client), the parties shall in accordance with this condition 12, attempt to resolve such dispute or difference in good faith and without recourse to legal proceedings.
- 12.2. If the parties are unable to resolve such dispute or difference within fifteen (15) days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within thirty (30) days of the written request to do so.
- 12.3. If the dispute or difference is not resolved as a result of a meeting of the senior representatives of the parties pursuant to condition 12.2 above, or if no meeting of the senior representatives occurs within the prescribed time periods set out in that condition, either party may request the Centre for Dispute Resolution ("CEDR") in writing to appoint an independent expert.
- 12.4. If either party so requests CEDR to appoint an independent expert, such party must instruct CEDR to ensure that the expert:
- 12.4.1. acts as an expert and not an arbitrator;
- 12.4.2. affords the parties the opportunity within reasonable time limits to make representations to him;
- 12.4.3. informs each party of the representations of the other;
- 12.4.4. affords each party the opportunity within reasonable time limits to make submissions to him on the representations of the other; and
- 12.4.5. notifies the parties of his decision, with reasons as quickly as practicable.
- 12.5. The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert, save as where otherwise directed by the expert.
- 12.6. The expert determination is to be conclusive and binding on the parties except where there is fraud or a manifest error or on a matter of law.
- 13. GENERAL**
- 13.1. Flow may assign the Contract or any part of it to any third party. The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of Flow.
- 13.2. Each right or remedy of Flow under the Contract is without prejudice to any other right or remedy of Flow whether under the Contract or not.
- 13.3. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.4. Failure or delay by Flow in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.5. Any waiver by Flow of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.6. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts

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- 13.7. (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.8. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

PART B – SUPPLY OF SERVICES

1. PERFORMANCE OF SERVICES

- 1.1. Any dates or times specified by Flow relating to the performance of the Services are estimates only. Time for performance of the Services shall not be of the essence and shall not be made so by the service of any notice.
- 1.2. Performance of the Services shall be within a reasonable time.
- 1.3. If performance of the Services is prevented or delayed by any act or omission of the Client or the Client's agents, sub-contractors or employees, the Client shall be liable to pay to Flow on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Flow confirming such costs, charges and losses to the Client in writing.

2. QUALITY, WARRANTIES AND REMEDIES

- 2.1. Flow warrants that:

- 2.1.1. the Services shall be performed using reasonable skill and care within the meaning of the Supply of Goods and Services Act 1982;
- 2.1.2. any deliverables supplied pursuant to the Services (including any without limitation any media, computer programs, data, diagrams, reports and specifications) shall meet the Specification (if any) minor errors excluded.

- 2.2. Flow shall not be liable for a breach of the warranty in condition 2.1 unless the Client gives Flow written notice of the defect in the Services within seven (7) days of their performance.
- 2.3. Subject to conditions 2.1 and 2.2, if any of the Services do not conform with the warranty in condition 2.1, Flow shall at its option re-perform the Services or refund the price of such Services at the pro rata Contract rate.
- 2.4. Flow shall have no further liability and the Client shall have no claim for a breach of the warranty in condition 2.1, if Flow fully complies with this condition 2.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. If the Contract includes the supply of software, Flow grants to the Client a non-exclusive right, non assignable, terminable right and licence to utilise such software for its own internal business purposes.

4. NON SOLICITATION

- 4.1. The Client shall not, without the prior written consent of Flow, at any time from the date of the Contract to the expiry of six (6) months after the completion of the Services, solicit or entice away from Flow or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Flow.
- 4.2. Any consent given by Flow in accordance with condition 4.1 shall be subject to the Client paying to Flow a sum equivalent to twenty percent (20%) of the then current annual remuneration of Flow's employee or sub-contractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Client to such employee or sub-contractor.

5. DATA AND DATA PROTECTION

- 5.1. The parties acknowledge that for the purposes of the Data Protection Legislation, this condition 5 constitutes a written confirmation that the Client is the data controller and Flow is the data processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).
- 5.2. Without prejudice to the generality of condition 5.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Flow for the duration and purposes of the Contract.
- 5.3. Without prejudice to the generality of condition 5.1, Flow shall, in relation to any Personal Data processed in connection with the performance by Flow of its obligations under the Contract:

- 5.3.1. process that Personal Data only on the written instructions of the Client unless Flow is required by the laws of any member of the European Union or by the laws of the European Union applicable to Flow to process Personal Data ("Applicable Laws"). Where Flow is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Flow shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Flow from so notifying the Client;

- 5.3.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 5.3.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

1. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (i) the Client or Flow has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Flow complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Flow complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

1. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
2. notify the Client without undue delay on becoming aware of a Personal Data breach;
3. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
4. maintain complete and accurate records and information to demonstrate its compliance with this condition 5.

- 5.4. Either party may, at any time on not less than 30 days' notice, revise this condition 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

- 5.5. For the avoidance of doubt, the Client shall keep a full back up of any data supplied to Flow. Flow shall not be responsible to the Client in any way for the loss or destruction of Client data during transmission or submission via any means or because a data file contains inappropriate, unnecessary or spurious information relating to the Services. If Flow identifies that such data file contains unnecessary or spurious information which has no relevance to the Services, it reserves the right to not commence the services, delete the data file, (subject to notifying the Client of its actions). Flow shall invite the Client to acknowledge such deletion and/or to resend a compliant data file.

- 5.6. Flow shall not amend any Client data file without the written instruction of the Client.

- 5.7. Flow shall undertake the Services based on the understanding that the Clients data files contain low risk Personal Data and it remains the responsibility of the Client at all times to inform Flow, to the contrary.

6. ADDITIONAL DEFINITIONS

- 6.1. In this Part D, the following defined terms shall have the following meanings ascribed to them:

- 6.1.1. "Data Protection Legislation" means (i) unless and until the General Data Protection Regulation 2018

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- 6.1.2. ("GDPR") is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018;
- "Personal Data" has the meaning given to it by the Data Protection Legislation.

PART C – SUPPLY OF GOODS

1. DELIVERY

- 1.1. Unless otherwise agreed in writing, delivery of the Goods shall be made to the Client's address stipulated on the Quotation.
- 1.2. Any dates specified by Flow for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 1.3. If delivery is made at the premises of Flow (ex works), the Client shall take delivery of the Goods within two (2) days of Flow giving it notice that the Goods are ready for delivery.
- 1.4. If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or Flow is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licences or authorisations:
- 1.4.1. risk in the Goods shall pass to the Client (including for loss or damage caused by Flow's negligence);
- 1.4.2. the Goods shall be deemed to have been delivered; and
- 1.4.3. Flow may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 1.5. If Flow is requested to re-deliver the Goods following a failed delivery in accordance with condition 1.4, Flow reserves the right to make an additional charge for such re-delivery.
- 1.6. Flow may deliver the Goods by separate instalments. Each separate instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Client to repudiate or cancel any other Contract or instalment.

2. RISK & RETENTION OF TITLE

- 2.1. The Goods are at the risk of Flow, until delivery in accordance with condition 1.1 whereupon risk in the Goods shall transfer in full to the Client.
- 2.2. Full legal and beneficial title and ownership of the Goods shall pass to the Client once Flow has received in full (in cleared funds) all sums due to it in respect of:
- 2.2.1. the Contract; and
- 2.2.2. all other sums which are or which become due to Flow from the Client under any other contract or account.
- 2.3. Until title and ownership of the Goods has passed to the Client, the Client shall:
- 2.3.1. hold the Goods on a fiduciary basis as Flow's bailee;
- 2.3.2. store the Goods (at no cost to Flow) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as the property of Flow;
- 2.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 2.3.4. maintain the Goods in satisfactory condition and keep them insured on Flow's behalf for their full price against all risks to the reasonable satisfaction of Flow. On request the Client shall produce the policy of insurance to Flow.
- 2.4. Flow shall be entitled to recover payment for the Goods notwithstanding that legal and beneficial ownership and title of any of the Goods has not passed from Flow.
- 2.5. The Client's right to possession of the Goods shall terminate with immediate effect if the Contract is terminated by Flow in accordance with condition 8 of Part A and Flow has not been paid the price in respect of such Goods.
- 2.6. The Client grants Flow, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated in accordance with condition 2.5, to recover them.

3. QUALITY AND WARRANTIES

- 3.1. Flow warrants to the Client that the Goods are free from defects in materials and workmanship. Flow undertakes (subject to the remainder of this condition 3), at its option, to repair or replace the Goods which are found to be defective as a result of defective materials or workmanship within twelve (12) months of the date of delivery.
- 3.2. Flow shall not be liable for a breach of the warranty contained in condition 3.1 unless:
- 3.2.1. the Client gives written notice of the defect to Flow within seven (7) days of the time when the Client discovers or ought to have discovered the defect; and
- 3.2.2. after receiving the notice, Flow is given a reasonable opportunity of examining such Goods and the Client (if asked to do so by Flow) returns such Goods to Flow's place of business at Flow's cost for the examination to take place there.
- 3.3. Flow shall not be liable for a breach of the warranty in condition 3.1 if:
- 3.3.1. the Client makes any use of Goods in respect of which it has given written notice under condition 3.2.1; or
- 3.3.2. the defect arises because the Client failed to follow Flow's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 3.3.3. the Client alters or repairs the relevant Goods without the written consent of Flow
- 3.4. Any repaired or replacement Goods shall be under warranty for the unexpired portion of the original twelve (12) month warranty period.
- 3.5. Flow shall not be liable for any damage or defect to the Goods caused by improper use of the Goods or use outside their normal application.

4. REMEDIES

- 4.1. Flow shall not be liable for any non-delivery of the Goods (even if caused by Flow's negligence) unless the Client notifies Flow in writing of the failure to deliver within seven (7) days after the scheduled delivery date.
- 4.2. Any liability of Flow for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
- 4.3. If Flow's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client (other than by reason of an unforeseeable delay under condition 10 of Part A), the Client shall be liable to pay to Flow all reasonable costs, charges or losses sustained by it as a result, subject to Flow notifying the Client in writing of any such claim it might have against the Client in this respect.
- 4.4. In the event of any claim by the Client under the warranty given in condition 3.1, the Client shall notify Flow in writing of the alleged defect. Flow shall have the option of testing or inspecting the Goods at their current location or moving them to Flow's premises (or those of its agent or sub-contractor) at the cost of Flow. If the Client's claim is subsequently found by Flow to be outside the scope or duration of the warranty in condition 3, Flow shall have no further liability and the Client shall have no claim for a breach of the warranty in condition 3, if Flow fully complies with this condition 4.
- 4.5.

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PART D – SERVICES RELATING TO FREE ISSUE MATERIALS, INCLUDING ASSEMBLY, COMPILATION AND WAREHOUSING

1. CLIENT CO-OPERATION

- 1.1. The Client acknowledges that the proper performance of the Services is dependent upon Client providing Flow with a Working Example in good time prior to the commencement of the Services.

2. RISK

- 2.1. Although Flow carries insurance in respect of the Free Issue Materials, unless otherwise agreed in writing or as part of the Contract, risk in the Free Issue Materials shall always vest in the client.

3. ASSEMBLY & COMPILATION SERVICES

- 3.1. Flow shall assemble or compile the Free Issue Materials in accordance with the Working Example. In the absence of a Working Example, Flow shall assemble or compile the Free Issue Materials by any method which it sees reasonably fit.
- 3.2. Flow warrants that the assembled Free Issue Materials will materially correspond with the Working Example.
- 3.3. Flow warrants that the Free Issue Materials will be assembled using reasonable skill and care.
- 3.4. If the Free Issue Materials are assembled in breach of the warranties in conditions 3.2 or 3.3, subject to conditions 3.4 and 3.6, Flow shall (at its option) repair, replace or re-assemble the Free Issue Materials.
- 3.5. Flow shall not be liable for any breach of the warranties in conditions 5.1 and 5.2 unless:
- the Client gives Flow written notice of the breach within seven (7) days of the date of the breach coming to its attention; and
 - Flow is given a reasonable opportunity after receiving such notice to examine the Free Issue Materials at its own expense.

- 3.6. Flow shall have no liability to repair, replace, re-assemble or re-compile any Free Issue Materials, unless any defect in the performance of the Services was wholly obvious at the time of their performance.
- 3.7. If Flow complies with condition 3.4, it shall have no further liability to the Client.
- 3.8. Any Free Issue Materials which are considered residual, following completion of the Services shall be warehoused pursuant to clause 4 below, save that there shall be no charge for the first 7 days. Thereafter, if there has been no election to take warehousing services pursuant to clause 4, Flow may dispose of the Free Issue Materials, the cost of which shall be re-charged to the Client at a rate of £20.00 per tonne, weight.

4. WAREHOUSING SERVICES

- 4.1. Warehousing is to be charged at a weekly rate of £2.50 per pallet.

5. LIEN AND RIGHT OF SALE

- 5.1. Without prejudice to any other remedies which Flow may have against the Client, Flow shall in respect of all unpaid Charges have a general lien on all Free Issue Materials in its possession.
- 5.2. If any of the Charges remain unpaid in breach of condition 6 of Part A Flow shall have the right to sell any Free Issue Materials in Flows possession, which has been supplied by the Client. Any proceeds of such sale shall be used for the purpose of settling the Charges.

6. ADDITIONAL DEFINITIONS

- 6.1. In this Part D, the following defined terms shall have the following meanings ascribed to them:
- 6.1.1. "Free Issue Materials" means any free issue materials which are delivered to Flow by a Client which are held, processed or otherwise utilised by Flow from time to time in the context of Part D of these terms and conditions;
- 6.1.2. "Working Example" means an example of Free Issue Materials, fully assembled by the Client.

PART E – MAIL DELIVERY SERVICE

USER GUIDE

- 1.1. The User Guide forms part of the Contract and shall have effect as if set out in full in the main body of the Contract and any reference to the Contract includes the User Guide.
- 1.2. The User Guide sets out Flows service level target. The Client acknowledges that Flow is required to use a Mail Provider. for the final sortation and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any Mailing Item. Accordingly,
- 1.3. Flow shall not be liable to the Client or to any other person for failure to deliver within this target (whether as a result of a breach of this condition or otherwise).

COLLECTIONS

- 2.1. The Client shall ensure that no Collection will contain any bag weighing in excess of 11 kg nor any letter tray weighing more than 10 kg.
- 2.2. The Client warrants that either it is the owner of all Mailing Items in each Collection or if not the owner it is an agent of the owner and is authorised to hand over the Mailing Items on the owner's behalf.
- 2.3. The Client shall ensure that:
- each Mailing Item complies with relevant addressing and access Indicator requirements;
 - no Mailing Item in a Collection will bear a Mail Provider postage stamp or other Mail Provider mark, impression or device (other than as part of the Indicator);
 - each Mailing Item in a Collection will comply with the Scheme (except as expressly permitted by the Contract);
 - each Mailing Item complies with the agreed parameters detailed in the User Guide.

EXCLUSION OF LIABILITY

- 3.1. Subject to condition 8 of Part A, the Client acknowledges and agrees that:
- the treatment of all Mailing Items under the Contract will be the same as in the case of ordinary Mailing Items posted with Mail Provider and, in particular, Flow does not keep detailed records of conveyance or delivery of any Mailing Items;
 - in the event of loss of or damage to any Mailing Item dealt with by Flow under the Contract, Flow shall, subject to satisfactory proof of hand over to Flow being provided by the Client and of the loss or damage, and subject to the remainder of this condition 3, pay compensation to the Client subject to the following limits:
 - where Flow has already handed over the relevant Mailing Item to Mail Provider, the compensation shall be limited to whatever payment Flow recovers from Mail Provider under the Scheme in relation to that Mailing Item;
 - otherwise, the compensation in respect of the relevant Mailing Item shall be limited to the Charges paid in respect of such Mailing Item and the cost of producing such lost or damaged Mailing Item.

INSPECTION RIGHTS

- 4.1. Flow reserves the right for it and for Mail Provider to open and inspect Mailing Items to verify compliance with the requirements of relevant law and regulation (including but not limited to sections 85 and 107 of the Postal Services Act 2000) and the Contract.

ADDITIONAL DEFINITIONS



5.1. In this Part C, the following defined terms shall have the following meanings ascribed to them:

- 5.1.1. "Collection" means the total amount of Mailing Items to be collected in one instance by Flow on a specific day from location agreed with the Client;
- 5.1.2. "Mailing Item" means a Letter, Large Letter, A3 Packet or Packet, as those terms are defined in the User Guide;
- 5.1.3. "Mail Provider" means The Royal Mail or any other mail provider notified from time to time;
- 5.1.4. "Scheme" means the Post Office Inland Letter Post Scheme IL1/2000 (as amended from time to time) and any replacement or similar Scheme or Schemes (and any amendments thereto) relating to inland postal services made or deemed to have been made by Mail Provider from time to time under section 89 of the Postal Services Act 2000;
- 5.1.5. "User Guide" means the Flow guide as published and amended by Flow from time to time and includes any other document referred to in that User Guide.

PART F – Agreement for Artwork Creation

This is an agreement effective as of (DATE), is between Flow Solutions Group Limited, ("Company"), and (client company name) ("Client"). The Company is a professional design service, and the Client wishes the Company to create artwork ("Artwork") for their products or services ("Project").

In consideration of the mutual arrangements, the Client and the Company (individually, each a "Party" and collectively, the "Parties" agree as follows.

1. Scope of Work

- 1.1. The Company will create Artwork as described in the Quote.
- 1.2. The Artwork will be delivered by the agreed-upon date in the Quote, unless delays are caused by the Client.
- 1.3. The Artwork will be original and not infringe any copyrights or intellectual property rights. The materials provided are accurate and usable.
- 1.4. The Artwork will not contain false, defamatory, or discriminatory content.

2. Client Approval

- 2.1. The Company will submit drafts of the Artwork for the Client's Approval. The Client may provide unconditional approval or request revisions. The Client must provide approval or revision requests by the agreed-upon deadline. The cutoff time for Artwork confirmation will be 2 pm local time. The Artwork will be delivered by the agreed-upon date in the Quote, unless delays are caused by the Client.
- 2.2. Failure to meet the artwork confirmation deadline will result in cancellation of print/distribution. The client is liable for all cancellation fees, including any charges levied by third parties involved in the process. The Artwork will not contain false, defamatory, or discriminatory content.

3. Revisions and Alterations

- 3.1. The client is entitled to a maximum of three revisions. Any revisions beyond the initial three will be charged at our hourly rate of £20.21, unless otherwise specified in the quote.
- 3.2. All requests for revisions and alterations by the Client must be made in writing.

4. Ownership, Copyright, and Intellectual Property

- 4.1. The Company retains all ownership, copyright, and intellectual property rights to the Artwork until full payment is received.
- 4.2. Upon full payment, the Client will receive PDF version of the Artwork. Original project files remain within the Company unless an additional fee is paid for their transfer.
- 4.3. The Company retains moral rights to the Artwork. The Client grants the Company permission to use portions of the Artwork for marketing purposes.
- 4.4. The Company will retain Artwork and related materials for up to two years, unless otherwise agreed upon in writing. The Client may access these materials for review during this time.

5. Delays

- 5.1. Where a delay in the Project is caused by the action or inaction of the Client, the Company shall be entitled to an extension of time for the delivery of the Artwork. Such extension shall be two times the number of days of the delay. The Company shall also be entitled to recover from the Client any expenses incurred regarding products and services which cannot be a) used at a later date, b) rescheduled, or c) repurposed for other uses.
- 5.2. Where a delay in making delivery of the Artwork is due to the actions or inactions of the Company, the Client shall be entitled to seek appropriate remedies as outlined in the terms and conditions.

6. Confidentiality

- 6.1. The Client must notify the Company in writing if any provided materials or aspects of the Project are confidential.

7. Indemnity

The Client hereby agrees to defend, indemnify, and hold harmless the Company from and against any claim, damage, liability, loss, or cost or expense (including reasonable attorney's fees) arising, directly or indirectly, out of:

- 7.1 Client failed to fulfil any of the obligations referenced in this Agreement.
- 7.2 Any inaccuracy, breach, or any warranties, representations, or undertakings made by the Client in this Agreement shall extend to legal actions of any type or liabilities of whatever nature arising out of such actions
- 7.3 The Client shall indemnify, defend, and hold the Company harmless from and against any claim, suit, damages, and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Client.
- 7.4 The indemnity pursuant to Clause 6 shall not extend to any loss or liability that results from the Company's criminal conduct, misrepresentation, or negligence.

8. Termination

- 8.1 This Agreement terminates upon: * Full completion of obligations by both parties; * Mutual written consent; * Impossibility of performance for over 12 months due to reasons beyond either party's control.

9. Termination

- 9.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with the sole exception of the Quote.

Flow Solutions Group Limited Terms And Conditions of Business



Flow Solutions Group Limited Terms And Conditions of Business



Royds Mill Business Park, Unit J,
Dyehouse Ln, Brighouse HD6 1LL

10. Severability

9.1 The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason,

a) the offending provision shall be removed, and

b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.\

11. Amendment

11.1 This agreement may only be amended in writing with the mutual consent of both parties.

END
March 2022
Version 4.2

Flow Solutions Group Limited

Terms And Conditions of Business



Flow Solutions Group Limited

Terms And Conditions of Business



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