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Code	Description	Colour/Size/Capacity	Unit of Sale (trade pack)	RRP ex. VAT £ (per piece)	RRP inc. VAT £ (per piece)
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## SCISSORS

### Fitcut Curve Stainless Steel

35052	Single pair of scissors individually blister carded	Blue handle	One	£5.00	£6.00
35055	Single pair of scissors LEFT-HANDED individually blister carded	Blue handle Left-handed	One	£5.00	£6.00

### Fitcut Curve Fluorine-Coated

35056	Single pair of scissors individually blister carded	White/grey handle	One	£6.25	£7.50
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### Fitcut Curve Premium Titanium-Coated

35057	Single pair of scissors individually blister carded	Premium, blue handle	One	£8.29	£9.95
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### Fitcut Curve Kids

35063	Single pair of scissors individually blister carded	Blue handle	One	£4.04	£4.85
35064	Single pair of scissors individually blister carded	Pink handle	One	£4.04	£4.85
35065	Single pair of scissors LEFT-HANDED individually blister carded	Pink handle Left-handed	One	£4.04	£4.85

### School Scissors

34567	24-piece assorted display	8 pieces each blue, pink & green handles	One	£42.93	£51.52
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### Junior Scissors Pastels

35416	24-piece assorted display	8 pieces each pastel blue, violet & green handles	One (24-pce display)	£45.00	£54.00
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### Pocket Scissors

35698	Single pair of scissors individually blister carded	White/translucent handles	One	£4.96	£5.95
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## CORRECTION TAPE

### Correction Tape MR

W = 4.2mm x L = 6m

49179	Single correction tape individually blister carded	Pink barrel	One	£2.15	£2.58
49183	Single correction tape individually blister carded	Blue barrel	One	£2.15	£2.58
49187	Single correction tape individually blister carded	Green barrel	One	£2.15	£2.58
48532	Single correction tape refill in flow pack	N/A	One	£1.07	£1.28

Code	Description	Colour/Size/Capacity	Unit of Sale (trade pack)	RRP ex. VAT £ (per piece)	RRP inc. VAT £ (per piece)
<b>Correction Tape Mini</b>					
43563	3-piece blister card	1 piece each translucent blue, orange & green case W = 4.2mm x L = 6m	One	£3.29	£3.95
49193	50-piece candy jar assorted	Contains an assortment of blue, green, lime green, red, pink & purple translucent case W = 4.2mm x L = 5m	One (50-pce candy jar)	£50.00	£60.00
51660	50-piece candy jar assorted pastel colours	Contains an assortment of pastel blue, green, lime green, red, pink & purple translucent case W = 5mm x L = 6m	One (50-pce candy jar)	£50.00	£50.00
<b>Correction Tape CR</b> W = 4.2mm x L = 12m					
52181	50-piece candy jar assorted pastel colours	Contains an assortment of pastel purple, pink, green, blue & yellow translucent case	One (50-pce candy jar)	£85.85	£103.02
<b>Correction Tape PS</b> W = 4.2mm x L = 6m					
43571	Triple blister card	1 pce each blue, orange & green case	One	£6.25	£7.50

## GLUE TAPE

### Glue Tape ST

W = 8.4mm x L = 8m

37882	Single glue tape	Translucent blue case	One	£2.92	£3.50
37885	Single glue tape refill	Translucent blue body	One	£2.25	£2.70

### Glue Tape R

W = 8.4mm x L = 10m

37370	Single glue tape permanent	Clear casing with blue mechanism	One	£2.92	£3.50
37417	Single glue tape repositionable	Clear casing with yellow mechanism	One	£2.92	£3.50

### Glue Tape LE Candy Jar

W = 6mm x L = 12m

54688	30-piece candy jar assorted colours	6 pieces each of blue, green, yellow, pink & purple mechanism	One (30-pce candy jar)	£55.00	£66.00
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## STAPLERS

### Staple-Free Stapler Handy

31145	Individual stapler	White - takes 5 sheets	One	£10.00	£12.00
31146	Individual stapler	Green - takes 5 sheets	One	£10.00	£12.00
31147	Individual stapler	Blue - takes 5 sheets	One	£10.00	£12.00
31148	Individual stapler	Pink - takes 5 sheets	One	£10.00	£12.00
31179	Individual stapler	Wine Red - takes 5 sheets	One	£10.00	£12.00
59177	Individual stapler	Black - takes 5 sheets	One	£10.00	£12.00

Code	Description	Colour/Size/Capacity	Unit of Sale (trade pack)	RRP ex. VAT £ (per piece)	RRP inc. VAT £ (per piece)
<b>Staple-Free Stapler Desktop Model</b>					
31260	Individual stapler	Blue - takes 10 A4 sheets	One	£16.63	£19.95
31261	Individual stapler	Green - takes 10 A4 sheets	One	£16.63	£19.95
31262	Individual stapler	Pink - takes 10 A4 sheets	One	£16.63	£19.95
31236	Individual stapler	Black - takes 10 A4 sheets	One	£16.63	£19.95

### Mini Stapler ST-010V Flat Clinch

30592	Individual Flat Clinch stapler & 300 No. 10 staples	White - stapling capacity 25	One	£7.71	£9.95
30593	Individual Flat Clinch stapler & 300 No. 10 staples	Red/Black - stapling capacity 25	One	£7.71	£9.95
30089	Box of 1,000 No. 10 staples	No. 10 size	One	£0.50	£0.60

### Mini Stapler 10-AH Power Assist

30915	Single mini stapler blister carded with a box of 1,000 No. 10 staples	Blue - stapling capacity 20	One	£6.25	£7.50
30918	Single mini stapler blister carded with a box of 1,000 No. 10 staples	Black - stapling capacity 20	One	£6.25	£7.50
30089	Box of 1,000 No. 10 staples	No. 10 size	One	£0.50	£0.60

## SECURITY

### Camouflage Roller Stamp

38091	Individual camouflage roller stamp blister pack	White case	One	£7.29	£8.75
38092	Individual camouflage roller stamp blister pack	Green case	One	£7.29	£8.75
38093	Individual camouflage roller stamp blister pack	Pink case	One	£7.29	£8.75
38094	Individual camouflage roller stamp blister pack	Blue case	One	£7.29	£8.75
38095	Individual camouflage roller stamp blister pack	Yellow case	One	£7.29	£8.75
38090	Individual refill box	N/A	One	£5.83	£7.00
59144	Individual camouflage roller stamp & refill	Black case plus refill	One	£10.42	£12.50

### Camouflage Folder

89891	Camouflage folder clear	Pack of 5 A4 clear	One	£3.29	£3.95
89886	Camouflage folder assorted	Pack of 5 A4 assorted	One	£3.29	£3.95

## THESE TERMS & CONDITIONS APPLY TO THE UK ONLY

### Conditions of Sale

#### 1. INTERPRETATION

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

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.5.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person, firm or company who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 10.

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

Order: an order by the Customer for the Goods.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: Pentel (Stationery) Limited (registered in England and Wales with company number 00997644).

##### 1.2 Construction. In these Conditions, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written includes faxes and e-mails.

#### 2. BASIS OF CONTRACT

2.1 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 trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer shall ensure that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 A Contract shall only come into existence when the Supplier accepts the Order.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

#### 3. GOODS

3.1 The Goods are described in the catalogue of the Supplier.

3.2 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 and other reasonable professional costs and expenses) suffered or incurred by the Supplier 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 use of the Specification by the Supplier. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

#### 4. DELIVERY

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location).

4.2 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 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 or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

4.6 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.

4.7 Damages or shortages must be notified in writing within 48 hours of receipt of goods.

4.8 Loss in transit must be notified in writing within seven working days of the date of the invoice.

4.9 Faulty goods will be exchanged free of charge, if notified in writing within one month from invoice date.

4.10 The Supplier will not accept returned goods other than faulty or wrongly supplied goods without prior permission. In requesting permission, the original invoice number must be quoted. Goods accepted for return must be in merchantable condition and in their original wrapping. The Supplier reserves the right to either issue credit or exchange the goods for goods of equivalent value and to levy a £10 or 10% (whichever is the greater) handling charge, which will be deducted from any credit issued. Any returns other than faulty or wrongly supplied goods will be at the Buyer's cost unless otherwise agreed or any exchanged goods issued by the Supplier.

#### 5. QUALITY

5.1 The Supplier shall not be liable for any defect in the Goods in any of the following events:

- (a) the defect arises because the Customer failed to follow the oral or written instructions of the Supplier as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- (b) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; or
- (c) the Customer alters or repairs such Goods without the written consent of the Supplier; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

5.2 These Conditions shall apply to any replacement Goods supplied by the Supplier.

#### 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 Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

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

- (a) hold the Goods on a fiduciary basis as the bailee of the Supplier;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of the Supplier;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods 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.

## PRICE AND PAYMENT

- 7.1 The price of the Goods shall be the price set out in the Order, unless notified otherwise by the Supplier. If no price is quoted, the price set out in the published price list of the Supplier in force as at the date of delivery.
- 7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
  - any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). 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 Goods.
- 7.5 The Supplier may invoice the Customer for the Goods on or at any time following despatch of the Goods.
- 7.6 The Customer shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
8. THE CUSTOMER'S INSOLVENCY OR INCAPACITY
- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 8.2 For the purposes of clause 8.1, the relevant events are:
- the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
  - the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
  - (being an individual) the Customer is the subject of a bankruptcy petition or order;
  - a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
  - (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
  - a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
  - any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(g) (inclusive);
  - the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
  - the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
  - (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
9. LIMITATION OF LIABILITY
- 9.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
  - fraud or fraudulent misrepresentation; or
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - defective products under the Consumer Protection Act 1987; or
  - any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
10. FORCE MAJEURE
- Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
11. GENERAL
- 11.1 Assignment and subcontracting.
- The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  - The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 11.2 Severance.
- If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
  - If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.3 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.5 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- 11.6 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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