



Registered No. 852771 England

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## Standard Terms and Conditions of Sale

### 1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy goods from the Company
- 1.2 "Conditions" means the terms and conditions set out in this document and any special Terms and Conditions agreed in writing by the Company
- 1.3 "Delivery Date" means the date specified by the Company when the goods are to be delivered
- 1.4 "Goods" means the articles, goods, items or services which the Buyer agrees to buy from the Company
- 1.5 "Price" means the Price for the Goods including carriage, packing, insurance (if applicable) but excluding VAT.
- 1.6 "Company" means Griffin Woodhouse Limited (Company Number 00852771)

### 2. Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar documents
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller
- 2.5 This Agreement shall not be cancelled except with the prior agreement of the Company.

### 3. Price

- 3.1 The Price shall be the Company's quoted Price as set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payments become due from day to day until the date of payment at a rate of 4% above Nat West Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.4 If the Buyer fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may:
- 3.4.1 suspend or cancel delivery of any Goods due to the Buyer; and/or
- 3.4.2 appropriate any payment made by the Buyer to such of the Goods (of Goods supplied under any other contract with the Buyer) as the Company may in its sole discretion think fit

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- 3.5 Prices are the Company's ex-works prices and where the Company agrees to arrange for the Goods to be sent to the Buyer the Buyer shall be responsible for the costs of loading and unloading. The costs of pallets and returnable packing will be due from the Buyer in addition to the Price but will be credited to the Buyer provided that they are returned to the Company in good condition before the due payment date.
- 3.6 Prices quoted may be subject to fluctuation in the event of any increase in the costs of labour or increase in the costs of materials and overheads. The Company reserves the right to alter prices at any time should the conditions render such alteration necessary
4. The Goods
- 4.1 The quantity and description of the Goods shall be as set out overleaf.
- 4.2 The Company may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for the purpose of the Goods
5. Warranties and Liability
- 5.1 Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all terms, conditions and warranties (whether implied or made expressly) whether by the Company or its servants or agents or otherwise (other than those express warranties set out in the Company's written specification) relating to the quality and/or fitness or purpose of the Goods or any of the Goods are excluded.
- 5.2 The Goods shall be marked in accordance with the specifications and all lawful requirements and properly packed and secured for delivery (if agreement provides for the Company to arrange delivery and if this is the case shall be stated overleaf) to the Buyer in an undamaged condition.
- 5.3 The specifications and designs of the Goods (including the copyright, design-right or other intellectual property in them) shall as between the parties be the property of the Company. Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Company then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
6. Delivery
- 6.1 It shall be specified whether the Company is arranging carriage of the Goods to the Buyer's address. If the Company is not arranging such carriage, the Goods shall be deemed delivered to the Buyer when the Buyer collects them from the Company address as stated overleaf.
- 6.2 In circumstances where the Company is arranging carriage of the Goods to the Buyer's address the following provisions shall apply:-
- (i) if the Agreement provides for FOB carriage; the Goods shall be delivered to the Buyer by delivery on board the specified ship at the respective port on the Delivery Date. The Company shall promptly notify the Buyer that the Goods have been delivered aboard. Risk in the Goods shall pass to the Buyer upon such delivery being affected. The Company shall promptly provide the Buyer with a clean chipped bill of lading in respect of the Goods. The Buyer shall reserve the necessary space on board the ship and give the Company due notice of the loading berth and any revised Delivery Date to the Ship. The Buyer shall bear any additional cost caused due to the failure of the ship to be available to load the Goods on the Delivery Date. No claim for damaged Goods for shortages or for non-delivery will be accepted by the Company unless written notice of such damage or shortage is received by the Company within 28 days of receipt of the Goods by the Buyer or within 28 days of the defect being discovered where the defect could not reasonably have been discovered earlier, or (in the case of non-delivery) 28 days from the date on which the Goods could in the normal course of events have been expected to be received by the Buyer.

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- (ii) if the agreement provides for CIF carriage: The Goods shall be delivered to the Buyer at the location agreed on or before the Delivery Date. The Company shall procure a contract of carriage and insure the Goods from dispatch until delivery on terms current in the trade for the benefit of the Buyer. The Goods shall be at the risk of the Buyer as they are loaded on board. The Company shall promptly tender to the Buyer a clean chipped bill of lading, the insurance policy and an invoice in respect of the Goods. The Buyer shall accept the documents tendered by the Company if they correspond to this contract and take delivery of the Goods at the agreed location and bear all other costs and charges arising out of the shipment of the goods.
- (iii) if overleaf it states that the Company arrange delivery within the UK, the Goods shall be delivered to the Buyer at the Company's address. The risk in the Goods shall pass to the Buyer upon such delivery taking place. The Company shall arrange for carriage of the Goods to the Buyer's address. The costs of carriage and any insurance which the Buyer reasonably directs the Company to incur shall be reimbursed by the Company without any set-off or other withholding whatsoever and shall be due on the date for payment of the Price. The carrier shall be deemed to the Buyer's agent.
- 6.3 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.
- 6.4 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months of the Delivery Date.
- 6.5 Save where the parties agree otherwise in writing, the time for delivery shall not be of essence in the contract.
7. Acceptance of Goods
- 7.1 The Buyer shall be deemed to have accepted the Goods seven days after delivery to the Buyer. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract save in accordance with clause 6.2(i) above.
- 7.2 If the Buyer properly rejects any of the Goods which are not in accordance with the Contract, the Buyer shall nonetheless pay the Price for such Goods unless the Buyer promptly gives notice of rejection to the Company and at the Buyer's costs returns such Goods to the Company before the date when payment of the Price is due.
- 7.3 No Goods delivered to the Buyer which are in accordance with the Contract will be accepted for return without the prior written approval of the Company and on terms to be determined at the absolute discretion of the Company.
- 7.4 If the Company agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 10% of the Price. Such Goods must be returned by the Buyer carriage paid to the Company in their original shipping carton (if applicable) and the Buyer must ensure that the Goods are insured at all times until they are returned to the Company's address.
- 7.5 Goods returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Company may have.
8. Title and Risk
- 8.1 The Goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Company until:
- 8.2.1 the Buyer shall have paid the Price plus VAT including any carriage, insurance and other expenses (as specified overleaf) in full; and
- 8.2.2 no other sums whatsoever shall be due from the Buyer to the Company

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- 8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Buyer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain in the property of the Company the Buyer may sell or use the Goods in the ordinary course of the Buyer's business. Any such sale or dealing shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 8.5 The Company shall be entitled to recover the Price (plus VAT) notwithstanding that the Property and any of the Goods has not passed from the Company.
- 8.6 Until such time as Property in the Goods passes from the Company to the Buyer, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or re-sold to the Company. If the Buyer fails to do so the Company may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to any other rights of the Company, if the Buyer does so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.
- 8.8 The Buyer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Company until the date the property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Buyer fails to do so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.
9. Remedies
- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Company to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted the Goods then the Company shall have no liability whatsoever to the Buyer in respect of those Goods save as is provided otherwise under Clause 7 above (if applicable).
- 9.3 The Company shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 9.4 The Company shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Company of this contract.
- 9.5 In the event of any breach of this Contract by the Company the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods.
10. Notices
- 10.1 Any Notice requiring to be served pursuant to this Contract of Sale shall be in writing and served by first class post or by hand on the Company at its registered office or such other address as the Company may from time to time notify to the Buyer and on the Buyer's registered office or principle place of business.
11. Arbitration

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11.1 If any dispute or difference shall arise between the parties as to the meaning of this contract or any matter arising out of or in connection with this contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 28 days of the service upon one party of a written request to concur in such appointment) by the president for the time being of the Chartered Institute of Arbitrators.

## 12. Intellectual Property Rights

12.1 Any goods sold in retail packaging may be resold by the Buyer only in the packing supplied by the Company and in no case may any Trade Mark other than those applied by the Company be marked on or applied in relation to the Goods.

12.2 No right or licence is granted under this Contract of Sale to the Buyer under any patent trade mark copyright registered design or other intellectual property right except the right to use or resell the Goods

## 13. Default of Buyer

13.1 If the Buyer fails to make payment for the Goods in accordance with this Contract of Sale or commits any other breach of this Contract or if any distress or execution shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any arrangements with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstructions without insolvency) shall be passed or presented or if a Receiver, Administrator or Administrative Receiver or Manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Company can in its absolute discretion and without prejudice to any other rights which it may have:

13.1.1 suspend all future deliveries of the goods to the Buyer and/or terminate the contract without liability upon its part; and/or

13.1.2 exercise any of its rights pursuant to Clause 8

13.2 The Buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatever

13.3 The Company shall be entitled to a general lien on all Goods of the Buyer in the Company's possession (including Goods of the Buyer which have been paid for) for the unpaid price of all Goods sold to the Buyer by the Company under this or any other contract.

## 14. Headings

14.1 All headings are for ease of reference only and shall not affect the construction of this contract.

## 15. Severance

15.1 Any provision of this contract which may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

## 16. Waiver

16.1 No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

## 17. Subcontracting

17.1 The Company may licence or subcontract all or any part of its rights or obligations under this contract without the Buyer's consent.

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18. Force Majeure

18.1 Neither party shall be liable for any default due to any act of god, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

19. Cancellation

19.1 The Company may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such written notice the Company shall promptly repay to the Buyer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

19.2 If the Buyer cancels this contract, by giving written notice at any time before the Goods are delivered, a minimum 30% cancellation fee will be payable. The Company will calculate additional cancellation charges, up to 100% of total contract value, where applicable.

20. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.

21. Applicable Law

21.1 This contract is subject to the Law of England and Wales.

21.2 All parties submit to the jurisdiction of the Courts of England and Wales and irrevocably agree that proceedings issued out of the said Court may without prejudice to the rules of service of such Courts be served on them by delivering such proceedings in an envelope addressed to the party to be served at the address for such a party set out in this contract.