

# Griffin~Woodhouse Limited

Registered No. 852771 England

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## Standard Terms and Conditions of Purchase

These are the Terms and Conditions of Purchase which apply to all our Contracts for the purchase of Products. These Terms provide the complete and exclusive Terms and Conditions of each Contract we make with suppliers.

### Definitions

"The Company"	shall refer to Griffin-Woodhouse Limited (Company Number 00852771)
"The Supplier"	shall refer to any company, firm, organisation or individual supplying products and/or services to the Company
"Product"	shall mean any articles, goods, products, thing or services supplied to the Company
"Price"	shall mean the price for the Product excluding carriage, packing, insurance and VAT.
"Affiliate"	shall mean any subsidiary, holding company or company with a holding company in common as defined in Section 736 of the Companies Act 1985. However any such subsidiary company or other entity shall be deemed to be Affiliate for the purposes of the relevant Order only so long as such ownership exists.
"Order"	shall mean this Purchase Order.

1. These Terms and Conditions shall supersede all previous Terms and Conditions existing between the Company and the Supplier including any Terms or Conditions which the Supplier may purport to apply under any sales offer or similar document.
2. Despatch or delivery of the Products by the Suppliers to the Buyer shall be deemed conclusive evidence of the Suppliers acceptance of this Order.
3. Any variation of these Conditions (including any special Terms and Conditions agreed between the Company and the Supplier) shall be inapplicable unless agreed in writing by the Company.
4. The Supplier shall provide the Company with reasonable notice, and in any event not less than three months prior notice in writing, in the event that the Supplier decides to discontinue production of any of the Products (or make revisions or amendments to the specifications of the Products).
5. The Supplier shall not, without the written consent of the Company, advertise or otherwise disclose the existence of the Order or the fact that the Supplier has furnished or agreed to furnish the Company the Products.
6. **CONFIDENTIAL INFORMATION**

The Supplier shall not disclose to any third party or use for any purpose other than to perform its obligations hereunder, any information received from the Company or its Affiliates in connection with this Order which has been disclosed to the Supplier by the Company in confidence, except that which is otherwise publicly available or is publicly disclosed by the Company or its Affiliates. The Supplier shall not disclose, confidential information to the Company and the Company shall be free to use and disclose for any purpose all information received from the Supplier in connection with this Order dispute any legend or notice to the contrary.

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7. **MATERIAL PROPERTY, DOCUMENTS AND DATA**

Any such items consigned or issued by the Company to the Supplier in connection with work being performed for the Company shall be used solely for such purposes, and upon termination or completion of this Order shall be returned to the Company upon request. The Supplier shall not transmit or communicate outside the country which it is resident or registered, or accept for purchases of material normally purchased by the Supplier, communicate or direct to others any Company specification, drawing or other data, or produce of such data.

8. The Supplier will not under any circumstances sub-contract, delegate or refine its obligations under the Order without the express written consent of the Company.

9. **CONFORMITY OF ORDER**

The quantities specified by the Company shall not be exceeded nor any specification modified without the prior written authorisation of the Company. The cost of any modifications of any kind introduced by the Supplier without such prior express written authorisation shall be met entirely by the Supplier.

10. **NATURE AND QUALITY OF PRODUCTS**

10.1 The Supplier warrants that the Products will at the time of delivery correspond to the description specified by the Supplier.

10.2 All representations, statement or warranties (whether express or implied) made or given or accepted by the Supplier, the Supplier's servants or agents or otherwise regarding the quality and fitness for purpose of the Product shall be deemed to be express conditions of the Contract of Sale.

10.3 The Products are subject to the Company's inspection and approval within a reasonable time after delivery. The Company reserves the right to reject at any time any of the Products ordered which are not of the best quality or do not reach our approved standards of material, workmanship or quality. We may return such rejected Products to the Supplier at the Supplier's expense and risk and the Supplier shall at the Company's request, either credit the value of any such Products to the Company or if the Company so wishes supply replacement, or repaired Products free of charge within a reasonable time without prejudice to any further remedies by way of damages or otherwise which may lie against the Supplier. The Company's Inspector or Representative or a Representative of the Company's customer or his agent or any Government Department concerned shall be entitled on the Company's authority to witness the testing and inspection of the Products supplied hereunder at any reasonable time at the Supplier's works or at the works of any sub-contractors. The Supplier shall give the Company adequate notice of the Supplier's works test which the Company shall be entitled to attend. The Supplier shall supply the Company with such Certificates as required.

10.4 Inspection, delivery, approval of payment by the Company shall not operate as a waiver of any breach of warranty or any terms and conditions of this Order and the Supplier shall indemnify the Company against any damage arising from any breach of warranty or any term or condition of this Order. The Supplier will confirm to the current Company quality requirements which are applicable. All Products supplied hereunder shall confirm to ISAO 9002 unless otherwise agreed in writing and the Company shall have a right to audit the Supplier's quality system upon reasonable notice to the Supplier. No rights, remedies and warranties available to the Company under this Order or by operation of are waived or modified except by the Company in writing.

11. **PRICE AND PURCHASE**

11.1 The Price of the Product shall be the Price quoted by the Supplier which shall remain fixed and binding upon the Supplier. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.

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- 11.2 All quotations provided by the Supplier shall remain valid for 180 days from the date of receipt of the quotation by the Company. If the Price is not specified on the Order, the Suppliers shall invoice at the lowest current commercial list price as at the date of this Order. The Supplier shall not sell to the Company at prices higher than those at which the same or substantially similar Products are offered by the Supplier on the similar terms and conditions to any other parties. The Supplier will advise the Company promptly of any situation occurring in which the Company is entitled to lower prices for the Products and the Company will thereupon receive the benefit of such lower prices for the period they remain in effect for the other parties.
- 11.3 No Product will be paid for unless an authorised and official Order bearing our Order number and duly signed can be produced. Invoices must be sent on the same date as the products are received or completed bearing the Order number and matching the Order text. Failure to do this will result in the rejection of the Supplier invoice. Payment of the Price shall be by net monthly account unless otherwise agreed. Payment shall be due on the last working day of the month following the end of the month in which the invoice was received. The Company may set off against the Price (including any applicable VAT payable) amounts due from the Supplier whether under the applicable Contract of Sale or otherwise.
12. **DELIVERY**
- 12.1 The Product shall be delivered in the quantities and on the date required by the Company ("the Delivery Date") and the Company reserves the right to adjust the required Delivery Date at any time. The delivery date is of the essence in this Contract.
- 12.2 If the Supplier fails to deliver all of the Products in accordance with the Contract on the delivery date then without prejudice to the Company's rights for breach of Contract;
- 12.2.1 The Company may terminate the Contract. The Company reserves the right to charge the Supplier for any loss incurred unless where the delay is due to unforeseeable circumstances beyond the control and without default or negligence of the Supplier. In this event without prejudice to the Company's other remedies the Supplier shall promptly and at the Supplier's own expense collect any Products which have been delivered.
- 12.2.2 Where delivery of a quantity of the Products which is less than the agreed quantity or quality or standard as been tendered and the Company have not exercised the Company's right of termination under Clause 12.2.1 above the Company may accept the Products which correspond to the Contract and recover from the Supplier damages for the Supplier's breach for failure to deliver the full Product or remainder of the Products. Any delivery in excess of the agreed quantity received by the Company may be returned at the Company's discretion to the Supplier.
- 12.2.3 The Company may require the Supplier promptly to deliver sufficient Products which correspond to the Contract to comply with the quantity or quality required.
- 12.2.4 The Company may exercise these rights by written notice to the Supplier.
- 12.3 In the event of early delivery, the Product shall be treated for the purpose of payment as having been delivered on the delivery date.
- 12.4 The Supplier agrees to deliver to the Company all Products carriage paid, to a specified address, insured and all charges and expenses incurred for transport and delivery payable by the Supplier unless otherwise expressly agreed in writing between the Company and the Supplier. All Products must be clearly marked with the country of origin of the goods, name and address of the sender and the Company's Order number shall gross tare and net weight and/or quantity and in any event must be packed in such a manner as to reach the Company in perfect operational use or condition. All deliveries must be accompanied by an Advice/Delivery Note quoting the Order Number.
13. **RISK AND TITLE**
- The risk and title to the Products shall pass to the Company upon their delivery without prejudice to any right of rejection of the Products which may accrue to the Company under these conditions.

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## 14. INDEMNITY

- 14.1 The Supplier accepts full responsibility for all or any loss, damage, injury or death resulting from the supply to the Company of any Products and the Supplier agrees to indemnify the Company against all claims, suits, liabilities and expenses which may be brought against or incurred by the Company except such claims, suits, liabilities and expenses which may arise as a result of negligence entirely on the Company's part and entirely without sole or contributory negligence on the part of the Supplier, the Supplier's servants or agents.
- 14.2 The Supplier agrees to indemnify the Company and the Company's customers for all or any loss, damage, injury or death (including but not limited to any legal costs, damages, loss of profit and consequential loss or fine) resulting from infringement or alleged infringement of any intellectual property rights or moral rights or any civil action or criminal action.
- 14.3 The Supplier shall indemnify the Company against all claims by customers of the Company and their Sub-Buyers arising out of any breach whatever by the Supplier of the this Contract of Sale.

## 15. TERMINATION

Without prejudice to any other rights which the Company may have (whether to claim damages or otherwise) the Company may terminate the Contract in the event that:

- 15.1 The Supplier commits a material breach of the Contract which is not remediable or, if remediable, is not remedied within seven days of the Company providing written notice to the Supplier of the breach or breaches;
- 15.2 The Supplier becomes bankrupt or insolvent or has a Receiving Order made against it or compounds with its creditors or, being a company, is subject to a Winding-Up Order or an administrator or a receiver is appointed over any part of its business or assets.
- 15.3 The Company may cancel this Contract at any time before all of the Products have been delivered by given written notice. On giving such written notice:
- (i) the Supplier shall cease to be bound to deliver any the Company shall cease to be bound to receive deliver of any further Products;
  - (ii) the Company shall cease to be liable to pay that part of the price which relates to the Product which has not been delivered;
  - (iii) the Company shall not be liable for any loss or damage whatsoever arising from such cancellation

## 16. FORBEARANCE BY THE COMPANY

No forbearance or indulgence by the Company shown or granted to a Supplier whether in respect of these Terms and Conditions or otherwise, shall in any way affect or prejudice the rights of the Company against the Supplier or be taken as a waiver of any of these terms or conditions.

## 17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 In a case where the Products are to be developed or created for the Company hereunder, all intellectual property rights arising from such development or creation (except patent rights which are subject to paragraph (c) below) shall belong exclusively to the Company, and the Supplier hereby assigns such rights to the Company. The Supplier shall obtain from all contributors to the development or creation of the Product a full waiver of any moral rights therein.
- 17.2 To the extent that the Product was so created or developed are such to pre-existing intellectual property rights of the Supplier or its Affiliates, the Supplier hereby grants to the Company royalty free, irrevocable, non-exclusive, world-wide licence to do or authorise any act which would otherwise be an infringement of such rights.

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- 17.3 The right to apply for Patent Protection on an invention made by the Supplier in the creation or development of the Product and any patent granted thereon, shall belong to the Supplier. The Supplier hereby grants to the Company and its Affiliates a worldwide non-exclusive, royalty free, irrevocable, unrestricted licence under any such patent granted.
- 17.4 The Supplier warrants that goods supplied hereunder (whether or not created or developed for the Company) shall not infringe the intellectual property rights of any third party. The Supplier will defend the Company and its Affiliates and its and their customers against any claim that the Products or their use infringes any intellectual property rights in the UK or any country where the Supplier and its Affiliates markets similar goods, and will pay damages, costs and fines resulting therefrom.
18. **COMPLIANCE WITH LAWS AND REGULATIONS**
- The Supplier shall at all times comply, and act as to enable the Company to comply, and to indemnify the Company against any damage arising from the breach of this condition, with all applicable laws, statutory regulations and enactments including but not limited to those relating to Health and Safety at work and the control of substances hazardous to health in respect of which the Supplier shall supply the Company with copies of assessments as required.
19. **INSURANCE**
- Where a Supplier and/or its employees are required to work on Company premises in providing the Products, the Supplier shall be liable for and indemnify the Company against any claim, cost or proceeding resulting from death or personal injury to persons or damage to property caused by the negligence of the Supplier or its employees. The Supplier shall have and provide evidence of to the Company as required, Public Liability insurance for a minimum indemnity of 1,000,000.00 pounds sterling in respect of any one claim or incident and which shall not be cancelled during the term of any agreement arising from this Order.
20. **ASBESTOS AND CFC'S**
- The Supplier shall not supply or use any Asbestos or material or equipment containing Asbestos in the provision of Products. The Supplier shall not supply or use any product or materials containing Chlorofluorocarbons (CFC's) in the provision of the Product without the prior written approval of the Company which shall be given only when the Company considers no reasonable alternative exists.
21. **TOOLS AND MATERIALS**
- If the Company provides tools and materials for work under this Order the Supplier shall use them for that purpose and take all reasonable steps to prevent damage thereto. Upon completion of their obligations under this Order the Supplier shall ensure the return to the Company of all the Company's property in the Supplier's possession. The Supplier shall be responsible for its own tools and materials.
22. In the event that any provision of these terms and conditions is declared by any judicial or competent authority to be void, voidable, illegal or otherwise or unenforceable then such provision may be severed from these terms and conditions and the remaining provisions shall remain in full force and effect.
23. This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.
24. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.