

**TERMS & CONDITIONS****1.0 DEFINITIONS**

- a) "Customer" means the individual or organisation who buys or agrees to buy the Goods from the Supplier.
- b) "Supplier" means Gripple Automation Limited of The Hog Works, Hawke Street, Sheffield, S9 2SU, England.
- c) "Contract" means the contract between the Supplier and the Customer for the sale and purchase of Goods incorporating these Terms and Conditions;
- d) "Goods" means the articles that the Customer agrees to buy from the Supplier
- e) "Order Acknowledgment" means the acknowledgment of the Customer's order issued by the Supplier to the Customer
- f) "Quotation" means the quotation referred to in the Order Acknowledgment
- g) "Specification" means the specification for the Goods set out in the Quotation
- h) "Standard Service Rates" means the services rates of the Supplier
- i) "Terms and Conditions" means the terms and conditions of sale set out in this agreement, the Quotation and Standard Service Rates

**2.0 INFORMATION**

- a) All quotations issued by the Supplier are an invitation to the Customer to place an order with the Supplier for the Goods referred to in the quotation. No contract arises until a purchase order from the Customer has been accepted in writing by the Supplier on the Order Acknowledgement
- b) The Customer's acceptance of delivery of the said Order Acknowledgement shall be deemed to include acceptance of these Terms and Conditions.
- c) The Supplier reserves the right to correct any clerical errors in the quotation.

**3.0 PRICE**

- a) All prices are ex. works unless agreed or otherwise stated in writing by the Supplier
- b) All prices exclude Value Added Tax and any other duties
- c) The Supplier reserves the right to increase prices to reflect any increase in the cost of materials necessary to fulfil the order

**4.0 PAYMENT**

- a) Terms of payment stated in the quotation must be strictly adhered to
- b) Any deviation from these payment terms may affect delivery times
- c) The Supplier reserves the right to cease work and or withhold deliveries in the event of the Customer's account being in arrears

**5.0 FREE ISSUE PARTS**

- a) Where parts or equipment are supplied by the Customer, or on behalf of the Customer, to the Supplier as free issue for incorporation into the Goods to be manufactured by the Supplier, such free issue parts are supplied at the Customer's risk.
- b) Whilst reasonable care will be shown by the Supplier to avoid damaging free issue parts in the Supplier's possession, the Supplier cannot accept any liability for such damage nor can the Supplier accept liability for any costs or losses attributed to free issue parts after dispatch from the Customer or Customer's supplier.

**6.0 RETENTION OF TITLE**

- a) The Supplier shall retain ownership of the Goods and title to the Goods shall not pass to the Customer until they have been paid in full by the Customer.
- b) Until such payment has been made and title to the Goods has passed to the Customer, the Customer shall store the Goods in a warehouse or other suitable premises in such a manner that they will be readily identifiable at all times as the property of the Supplier and, until such payment has been made, the Supplier or its agent may (without prejudice to its other rights) recover the Goods. The Customer will allow and procure the Supplier any necessary access to enable the Supplier to exercise its rights hereunder. The Customer shall hold the Goods not paid for as the Supplier's fiduciary agent and custodian insured for full value as the Supplier's property.
- c) Without prejudice to any other rights or remedies of the Supplier, the Customer's right to use, sell or otherwise dispose of the Goods shall automatically terminate in the event that the Customer (being an individual or a member of a partnership) commits any act of bankruptcy or compounds or makes any arrangements with its creditors or if the Customer (being a company) becomes apparently insolvent or is wound up either compulsorily or voluntarily or if a receiver or administrator is appointed to any part of its assets.

**7.0 SPECIFICATION**

- a) The Customer, upon placing an order with the Supplier, is deemed to have satisfied himself as to the contents and provisions of the specification.
- b) Wherever reasonably necessary, the Supplier reserves the right to alter the Goods specifications without notice to the Customer, provided that the overall standard of the Goods shall not be prejudiced by such alteration.
- c) The Customer is responsible for issuing the Supplier with current drawings, specifications and completeness and accuracy of the sample parts and any technical data, that the Supplier will use to advance and execute the Goods to the specified Customer criteria.

**TERMS & CONDITIONS****8.0 FORCE MAJEURE**

- a) The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

**9.0 CLAIMS**

- a) No liability is accepted by the Supplier in the event of non-arrival, shortages, damage or losses in transit of the Goods unless the Customer notifies the Supplier in writing within 3 days of the date of delivery of the loss or damage.
- b) A claim for shortages, damage or loss transit will only be possible if the Goods to which the claim relates are still available for inspection by the Supplier at the address to which they were delivered by the Supplier.
- c) Goods which are the subject of a claim may only be returned to the Supplier with the Supplier's prior agreement.
- d) The Supplier shall not be responsible for any injury, loss, damage, incidental or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments, whatsoever caused either directly or indirectly by the Goods.
- e) All recommendations and advice given by or on behalf of the Supplier to the Customer or its representative as to the mode of storing, applying or using the Goods are given without liability on the part of the Supplier.
- f) No liability will be accepted by the Supplier where the Goods supplied have been altered or modified in any way by the Customer
- g) The Supplier may not limit its liability in respect of:
- (i) fraudulent misrepresentation
  - (ii) death or personal injury caused by negligence
  - (iii) for any other matter in respect of which applicable law prescribes that liability may not be limited or excluded
- h) The Supplier'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 this agreement shall in all circumstances be limited to the price of the Goods.

**10.0 RISK**

- a) The Goods shall become the risk of the Customer when the Goods leave the Supplier's premises.
- b) Goods returned by the Customer shall remain at the Customer's risk except where the Goods have been returned with the agreement of the Supplier, in which event, the Goods will be at the risk of the Supplier from the time of receipt of the Goods by the Supplier.

**11.0 TRANSPORT AND INSURANCE**

- a) The Goods are carefully packed by the Supplier
- b) The Goods are supplied Ex. Works unless otherwise agreed in writing
- c) Insurance against risk of any kind is the responsibility of the Customer at all times
- d) If the Customer, or a third party, collects from the Supplier, Goods that are destined for another country, the Goods are solely at the Customer's risk

**12.0 WARRANTY**

- a) Goods sold by the Supplier are subject to the warranty referred to in the Quotation.
- b) Excluded from the warranty and liability of the Supplier are all wear & tear parts
- c) The Supplier is not responsible if the recommended preventative maintenance (detailed in the Machine Manual) has not been realised, or the Goods have been subjected to incorrect maintenance or careless handling or misuse.
- d) Any guarantee obligation is voided by the Customer, or any third party, if the Goods are subjected to any changes or repairs.
- e) The Customer shall be responsible for the Goods being suitable in every way for the purpose for which they intend to use them and no warranty condition or representation is given by the Seller as to the fitness of the Goods for any particular purpose.

**13.0 INSTALLATION / COMMISSIONING**

Unless otherwise stated, the Supplier does not include installation, training or commissioning of the Goods at the Customer's premises. If however, agreement is made, the following clauses apply:

- i. Installation, training and commissioning will be charged at the Suppliers' rates, which must be agreed with the Customer in writing prior to execution
- ii. The Customer will unload the Goods at their own risk and provide storage where necessary
- iii. The Customer agrees to assist the Supplier with qualified technical operating staff and engineering support free-of-charge.
- iv. The Customer will make provision for any services required and parts to commission the Goods

**TERMS & CONDITIONS****14.0 WAIVER**

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

**15.0 CHANGES TO TERMS AND CONDITIONS**

The Supplier shall be entitled to alter these Terms and Conditions in writing at any time but this right shall not affect the existing Terms and Conditions accepted by the Customer upon making a purchase.

**16.0 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts

**17.0 ENTIRE AGREEMENT**

The terms and conditions of this agreement constitute the sole and entire agreement between the parties.

**18.0 THIRD PARTIES**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement and shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or other substantively similar legislation, to enforce any of its terms.

**19.0 TERMINATION**

- a) This agreement will remain in force until terminated.
- b) If either party commits a material breach of this agreement and such breach continues for a period of 15 days from receiving written notice of the breach from the other party, the non-breaching party shall have the right to terminate this agreement immediately upon giving written notice to the party in breach.
- c) Without limiting any other rights or remedies to which it may be entitled, either party may give written notice to the other party terminating this agreement immediately if the other party, ceases to do business, becomes unable to pay its debts as they fall due, there is a change of control of the other party or the other party purports to assign or otherwise transfer its rights or obligations under this agreement in breach of clause 20.
- d) Clauses 6, 16, 18, 20, 21, 22 shall survive the termination of this agreement.

**20.0 ASSIGNMENT**

Neither party shall be entitled to assign, sub-contract or hold on trust this agreement or any part of it without the prior written consent of the other party. If such consent is provided, the assigning party shall procure the assignee's written undertaking that it agrees to be bound by the obligations of the assigning party under this agreement and the assignee will sign any documents necessary to give full effect to the terms of this agreement.

**21.0 CONFIDENTIALITY**

- a.) Each party must treat as confidential all information obtained as a result of entering into or performing this agreement that relates to:
  - b.) the existence or provisions of this agreement;
  - c.) the negotiation of this agreement;
  - d.) the subject matter of this agreement; or
  - e.) the other party;

("the Confidential Information")

21.2 Each party must:

not disclose any Confidential Information to any person other than any of its directors, employees, agents or contractors who need to know the Confidential Information in order to discharge their duties;

not discuss the terms or the existence of this agreement with individuals within the other party's organisation other than those occupying the positions in the respective organisations set out below; and

procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this clause as if such person were a party to this agreement.

Notwithstanding the other provisions of this clause either party may disclose any Confidential Information:

if and to the extent required by law for the purpose of any judicial proceedings;

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**21.0 CONFIDENTIALITY**

- a.) if the parties are involved in legal proceedings regarding a dispute of this agreement;
- b.) to its professional advisers, auditors and bankers;
- c.) if and to the extent the information comes into the public domain through no fault of that party; and
- d.) if and to the extent the other party has given prior consent to such disclosure.

**22.0 INTELLECTUAL PROPERTY**

- a.) The parties acknowledge that the Supplier owns all intellectual property in the Goods.

**23.0 CHANGE OF SPECIFICATION**

- a.) Except a change referred to at clause 7 b) above any other change or variation to the Specification will be referred to as a 'Change' and will be subject to a Change Notice in accordance with the following Change Procedure. Both parties agree that it is in their best interests to implement Changes as quickly and as efficiently as possible.
- b.) If the Supplier considers that a Change is necessary, or that a Change is in effect being forced upon it, it shall serve a Change Notice on the Customer in writing. A Change Notice can be in any form and must provide reasonable details of the Change, the Supplier's estimate of the effect of the Change on the contract price or rates, its impact on delivery dates or supply times, and any other effect which it is considered the Change will have.
- c.) The Customer will respond in writing by return if possible, but in any event within 7 calendar days of receipt of the Change Notice, indicating whether or not it accepts the proposed Change.
- d.) Each party shall respond to all further correspondence by return if possible, but in any event within 7 days of receipt of previous correspondence, until agreement on the proposed Change is reached and recorded in an Agreed Contract Amendment signed by both parties.
- e.) Neither party shall be under any obligation to accept any Change that is not subject to an Agreed Contract Amendment.