

1. INTERPRETATION

1.1 In these conditions, the following definitions apply:

Buyer: The Company

Company: Green Piling Limited whose registered office is at Smithy Brook Road, Renishaw, Sheffield, S21 3JS

Contract: the contract between the buyer and the seller for the sale and purchase of goods and/or services

Customer: the company

Goods: any goods agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them).

Order: the Company's written instruction to buy the Goods, incorporating these conditions.

Seller: the person, firm or company who accepts the Company's Order.

Services: any services agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them).

Supplier: the seller.

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 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.4 these conditions are the only conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Goods or Services by the Company to the Seller shall be deemed to be an offer by the Company to buy Goods or Services subject to these conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification, invoice or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.4 These conditions apply to all the Company's purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by an Officer of the Company.

3. GOODS & SERVICES

3.1 The Goods shall be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by the Company to the Seller.

3.2 The Company's rights under these conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.

3.3 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods.

3.4 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is

necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.

- 3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.
- 3.6 If any of the Goods fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 12.
- 3.7 Seller shall meet any performance dates for the Services specified in the Order or notified to Seller by Company.
- 3.8 In providing the Services, Seller shall:
 - 3.8.1 co-operate with Company in all matters relating to the Services, and comply with all instructions of Company;
 - 3.8.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - 3.8.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Contract;
 - 3.8.4 ensure that the Services conform with all descriptions and specifications set out in the Order, and that the Services are fit for any purpose expressly or impliedly made known to the Seller by the Customer;
 - 3.8.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 3.8.6 use the best quality goods, materials, standards and techniques, and ensure that the Services, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - 3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of Customer's premises and sites of work;
 - 3.8.8 hold all materials, equipment and tools, drawings, specifications and data supplied by Customer to Seller in safe custody at its own risk, maintain such materials in good condition until returned to the Customer, and not dispose or use such materials other than in accordance with the Customer's written instructions or authorisation; and
 - 3.8.9 not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and Seller acknowledges that Customer may rely or act on the Services.

4. INDEMNITY

- 4.1 The Seller shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
 - 4.1.1 defective workmanship, quality or materials;
 - 4.1.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods or Services; and
 - 4.1.3 any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

5. DELIVERY

- 5.1 The Goods shall be delivered, carriage paid by the Seller, to the Company's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Seller shall off-load the Goods at its own risk as directed by the Company.

- 5.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
- 5.3 The Seller shall invoice the Company upon, but separately from, despatch of the Goods to the Company.
- 5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.5 Time for delivery shall be of the essence.
- 5.6 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.
- 5.7 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
- 5.7.1 cancel the Contract in whole or in part;
- 5.7.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
- 5.7.3 recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier; and
- 5.7.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to deliver the Goods on the due date.
- 5.8 If the Seller requires the Company to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Seller at the cost of the Seller.
- 5.9 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 5.10 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 5.11 The Company shall not be deemed to have accepted the Goods until it has had seven days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for seven days after any latent defect in the Goods has become apparent.

6. RISK/PROPERTY

- 6.1 The Goods shall remain at the risk of the Seller until delivery to the Company is complete (and the delivery note is signed by an authorised representative of the Company) when ownership of the Goods shall pass to the Company.

7. PRICE

- 7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 7.2 No variation in the price nor extra charges shall be accepted by the Company.

8. PAYMENT

- 8.1 Seller shall invoice Company either on or after the delivery of the Goods or on completion of the Services.

- 8.2 The Company shall pay the price of the Goods and/or Services within 30 days of the end of the month in which the Seller's invoice is received.
- 8.3 Time for payment shall not be of the essence of the Contract.
- 8.4 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company against any amount payable by the Company to the Seller under the Contract.

9. CONFIDENTIALITY

- 9.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

10. COMPANY'S PROPERTY

- 10.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Company but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

11. TERMINATION

- 11.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
- 11.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract;
- 11.2.2 any distress, execution or other process is levied upon any of the assets of the Seller;
- 11.2.3 the Seller 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 (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller;
- 11.2.4 the Seller ceases or threatens to cease to carry on its business; or
- 11.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 11.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

12. REMEDIES

- 12.1 Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:
- 12.1.1 to rescind the Order;
- 12.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 12.1.3 at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 12.1.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- 12.1.5 to carry out at the Seller's expense any work necessary to make the Goods or Services comply with the Contract; and
- 12.1.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13. ASSIGNMENT

- 13.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 13.2 The Company may assign the Contract or any part of it to any person, firm or company.

14. CORRUPT GIFTS AND PAYMENTS

- 14.1 The term "Prohibited Act" means:
- 14.1.1 offering, giving or agreeing to give to any person employed by or otherwise associated with Green Piling Limited any gift or consideration of any kind as an inducement or reward:
- 14.1.2 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement;
- 14.1.3 for showing or not showing favour or disfavour to any person in relation to this Agreement;
- 14.1.4 entering into this Agreement where commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to Green Piling Limited; and includes (without limitation) committing any offence under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010; or
- 14.1.5 committing any offence under any Act creating offences in respect of bribery or fraudulent acts; or at common law, in respect of fraudulent acts in relation to this Agreement or any other related agreement; or defrauding or attempting to defraud GREEN PILING LIMITED.

15. FORCE MAJEURE

- 15.1 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods, or scope of the Services, ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, 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.

16. GENERAL

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 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.
- 16.3 Failure or delay by the Company 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.
- 16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract