

## Terms & Conditions

### 1. DEFINITIONS

<b>Company</b>	Gemco Service Limited of Unit 14c, Moderna Business Park, Moderna Way, Mytholmroyd, Hebden Bridge, HX7 5QQ
<b>Contract</b>	the contract for the sale and purchase of the Goods and the supply and acquisition of the Services.
<b>Force Majeure</b>	in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action).
<b>Purchase Order</b>	the Company's Purchase Order to which these Terms are attached.

### 2. BASIS OF PURCHASE

- 2.1. The Purchase Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Terms.
- 2.2. The Purchase Order shall be deemed to have been accepted by the Supplier if:
  - 2.2.1. the Purchase Order is signed by the Supplier or by his authorised signatory; and/or
  - 2.2.2. the Supplier commences the supply of Goods and/or the provision of the Services.

### 3. SPECIFICATIONS

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms, be as specified in the Purchase Order.
- 3.2. Any Specification supplied by the Company to the Supplier, or specifically produced by the Supplier for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company, and the Supplier assigns with full title guarantee and free from all third party rights to the Company all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 3.3. The Supplier shall, promptly at the Company's request, do or procure to be done all such further acts and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of this Contract, including all right, title and interest in the rights assigned to the Company in accordance with clause 3.2.
- 3.4. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services and shall ensure that all relevant statutory licences, consents or permits have been obtained. All equipment used by the Supplier shall be calibrated to a nationally recognised standard (where appropriate).
- 3.5. The Supplier shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch or the audit of Services being performed and the Supplier shall provide the Company with all facilities reasonably required for inspection and testing.
- 3.6. If, as a result of inspection or testing or audit, the Company is not satisfied that the Goods and/or Services will comply in all respects with the Contract and the Company so informs the Supplier within two working days of inspection or testing or audit, the Supplier shall take such steps as are necessary to ensure compliance.

### 4. PAYMENT TERMS

- 4.1. The Price of the Goods and the Services shall be as stated in the Purchase Order.
- 4.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) unless agreed in writing beforehand by a director of the Company.
- 4.3. The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms of sale.

### 5. TERMS OF PAYMENT

- 5.1. The Supplier may invoice the Company on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the Purchase Order Number and shall include a job sheet signed by the Company.
- 5.2. Unless otherwise stated in the Purchase Order, the Company shall pay the Price of the Goods and the Services within 30 days after the end of the month of receipt by the Company of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Company.
- 5.3. The Company may set off against the Price any sums owed to the Company by the Supplier.

### 6. DELIVERY

- 6.1. The Goods shall be delivered to (and the Services performed) at the Delivery Address, on the Delivery Date (or within any period stated in the Purchase Order) and in either case during the Company's usual business hours.
- 6.2. A packing note quoting the Purchase Order Number must accompany each delivery or consignment of Goods and must be displayed prominently.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 6.5. The Company may reject any Goods delivered which are not in all material respects in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.6. The Supplier shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods and performance of the Services.

### 7. RISK AND PROPERTY

- 7.1. Risk of, damage to, or loss of the Goods shall pass to the Company on delivery to the Company in accordance with the Contract.
- 7.2. The property in the Goods shall pass to the Company on the earlier of delivery or (where goods have been appropriated to the Contract) payment.

### 8. WARRANTIES AND LIABILITY

- 8.1. The Supplier warrants to the Company that the Goods:
  - 8.1.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Purchase Order is placed;
  - 8.1.2. will be free from defects in design, material and workmanship;
  - 8.1.3. will correspond with any relevant Specification or sample; and
  - 8.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2. The Supplier warrants to the Company that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Company to expect in all the circumstances.
- 8.3. Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Company shall be entitled:
  - 8.3.1. to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
  - 8.3.2. at the Company's sole option, and whether or not the Company has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 8.4. The Supplier shall indemnify and hold the Company harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages 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:
  - 8.4.1. any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights or other rights arising out of the use or supply of the Goods or Services; or
  - 8.4.2. 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 provision of the Goods or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.
- 8.5. The provisions of this clause shall survive termination of the Contract, however arising.
- 8.6. Where the Services involve the Supplier's employees being seconded or sent to visit the premises of the Company, or its associated companies, such employees shall remain employed by the Supplier. The Supplier shall be responsible for ensuring that its employees comply with all security and site regulations applicable at those premises (as notified to such employees from time to time).

### 9. TERMINATION

- 9.1. The Company may cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which the Company has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.
- 9.2. The Company may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
  - 9.2.1. the Supplier makes any composition or voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or a moratorium comes into force in respect of the Supplier (within the meaning of the Insolvency Act 1986); or
  - 9.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
  - 9.2.3. the Supplier ceases, or threatens to cease, to carry on business; or
  - 9.2.4. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

### 10. FORCE MAJEURE

- 10.1. If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

### 11. GENERAL

- 11.1. All terms and conditions relating to the Purchase are set out in these Terms and the attached Purchase Order. All other terms and conditions (save as may be provided by law) are excluded unless agreed in writing by a director of both parties. Definitions set out in the Purchase Order shall apply in these Terms.
- 11.2. The Supplier shall obtain the Companies written permission before disclosing by way of press release or otherwise to any third party, anything which relates to the Goods or Services except insofar as it is necessary for the provision of the Goods and/or Services.
- 11.3. The Supplier shall not assign, sub-contract or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the Company. The Company may, at any time, having given written notice to the Supplier, assign, sub-contract or otherwise transfer the whole or a portion only of its rights, duties or obligations under this Agreement.
- 11.4. No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.5. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 11.6. This Agreement shall be governed by English law and the Company and the Supplier agree to submit to the non-exclusive jurisdiction of the English Courts.