

**WALSTEAD UNITED KINGDOM GROUP OF COMPANIES**  
**TERMS AND CONDITIONS OF BUSINESS – SUPPLIER**

(IIHFWLYH IURP -DQXDU\

8QOHHV H[SUHVVO\ DJUHH... LVH LQ ZULWLQJ E\ WK... QJGRP \*URXS RI &RPSDQLHV VLJQHG E\ D... WKH 21/< WHUPV DQG FRQG... Q ZKLFK WKH :DOVW... R... HV LV SUHSDUHG WR FRQUWDFW ZLWK \RX

7KH :DOVWHDG 8QLWHG .LQJG... &RPSDQLH... RI L :D... HVV \*URXS /LPLWHG UHJLVWHUHG FRP... p1%



36HUYLEFHV' VKDOO PHDQ WKH VHUYLEFHV 'LQ... ZLWKRXW OLPLWDWLRQ DQ\ 'HOLYHUDEOHV WR EH SURYLGHG E\ 2UGHU 783( VKDOO PHDQ WKH 7UDQVIHU RI 8QGHUWDNLQJV 3URWHFWLRQ RI (PSOR\PHQW 5HJXODWLRQV DV DPHQGHG I...

**2. CONSTRUCTION OF CONTRACT**

:KHUH DQ 2UGHU LV SODFHG E\ D \*URXS &RPSDQ\ WKDW 2UGHU WRJHWKHU ZLWK WKHVH 7HUPV WRJHWKHU D &RQUWDFW HQRUFHDEOH FRQUWDFW EHWZHHQ WKH 6XSSOLHU DQG WKH UHOHYDQW \*URXS &RPSDQ\ SODFLQJ WKH 2UGHU 7KHVH 7HUPV DQG HYHU\ &RQUWDFW VXEMHFW WR DQ\ SHUPLWWHG YDULDWLRQ SURYLGHG IRU XQGHU WKHVH 7HUPV DQG VKDOO DFFRUG LQFRQVLVWHQF\ EHWZHHQ WKH SURYLVLRQV RI WKHVH 7HUPV DQG DQ\ 2UGHU WKH SURYLVLRQV RI WKH 2UGHU ZLOO DSSO\ 7KH WHUPV RI HDFK &RQUWDFW VKDOO DSSO\ DV EHWZHHQ WKH SDUWLHV LQ UHVSHFW RI WKH PDWWHU GHVFULEHG L LQFOXGLQJ DQ\ WHUPV DQG FRQGLWLRQV WKDW WKH 6XSSOLHU SXUSRUV WR DSSO\ \$Q\ DWWHPSW E\ \RX RU RQ \RXU EH FRQGLWLRQV WR WKH WUDGLQJ UHODWLRQV KLS ZLWK DQ\ \*URXS &RPSDQ\ LV KHUHE\ H[SOLFLO\ DQG H[SUHVVO\ GHHPHG D WHUPV DQG FRQGLWLRQV DUH OLNHZLVH GHHPHG UHMHFHWG DXWRPDWLFDOO\ LQ DGYPDQFH DQG ZLOO EH DQG LV ZKROO\ \*URXS &RPSDQ\ 1R WHUPV RWKHU WKDQ WKHVH 7HUPV DUH RU ZLOO EH DFFHSWDEOH WR WKH \*URXS VDYH DV H[SUHVVO\ D \$XWKRULVHG 5SUHVHQWDWLYH DJUHLQJ WR D YDULDWLRQ WR WKHVH 7HUPV LQ DFFRUGDQFH ZLWK WKHVH 7HUPV WR 1DUU7KH 7KHVH 7HUPV DUH DXWRPDWLFDOO\ GHHPHG DFFHSWG E\ \RX DV WKH 6XSSOLHU XSRQ WKH HDUOLHU RI L L

UHOHYDQW \*URXS &RPSDQ\ RU LI QRW VR VSHFLILHG VKDOO QRW EH KLJKHU WKDQ WKH ORZHU RI WKH ODVW SULFH IRU WKH

**Effective from 8 January 2019**

**5.1 The Supplier warrants, represents and undertakes that:**



Effective from 8 January 2019

relevant Group Company shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods or Deliverables which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the relevant Group Company in excess of what would have been paid to the Supplier in obtaining substitute Goods or Deliverables and/or Services from a third party;
- (d) where the relevant Group Company has paid in advance for Services that have not been provided by the Supplier and/or Goods or Deliverables which have not been delivered by the Supplier; to have such sums refunded by the Supplier; and
- (e) to claim damages for any additional Losses incurred by the relevant Group Company which are in any way attributable to the Supplier's failure to meet such dates.

12.2 If the Supplier has delivered Goods or Deliverables that do not comply with the Contract, without limiting its other rights or remedies, the relevant Group Company shall have one or more of the following rights, whether or not it has accepted the Goods or Deliverables:

- (a) to reject the Goods or Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods or Deliverables, or to provide a full refund of the price of the rejected Goods or applicable Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods or Deliverables which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the relevant Group Company in obtaining substitute goods from a third party in excess of what would have been paid to the Supplier; and
- (f) to claim damages for any additional Losses incurred by the relevant Group Company arising from the Supplier's failure to supply Goods or Deliverables in accordance with the Contract.

12.3 These Terms shall extend to any substituted or remedial Services and/or repaired or replacement Goods or Deliverables supplied by the Supplier and are in addition to (and do not in any way prejudice) any other rights or remedies any Group Company may have available to it at law, in equity or otherwise.

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