

slateskin[®]

GRP SHEET TILE

PRODUCT GUARANTEE



25
YEARS

Eurocell / Conditions of Contract for the purchase of Goods and Services – December 2016

1. Definitions And Interpretation

1.1. The following definitions shall apply in these Conditions:

"Applicable Law" means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Supplies.

"Competition Law" means any Applicable Law which governs the conduct of companies or individuals in relation to restrictive or other anti-competitive agreements or practices (including cartels, pricing, market-sharing, bid-rigging, terms of trading, purchase or supply and joint ventures), dominant or monopoly market positions (whether held individually or collectively) and the control of acquisitions or mergers.

"Conditions" mean these Conditions of Contract.

"Confidential Information" means all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other confidential information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it.

"Contract" means the agreement for the supply of Goods and/or the supply of Services between the Purchaser and the Supplier.

"End Customers" means any person to whom the Purchaser sells or otherwise provides the Goods supplied by the Supplier in connection with these Conditions.

"Force Majeure Event" is any event which by its nature could not have been foreseen by either Party, or could have been foreseen but was unavoidable.

"Goods" means the goods, works and materials (including any instalments) described in the Order.

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"Guarantee" means the guarantee set out in Annex 1 to these Conditions.

"Intellectual Property Rights" means all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Purchaser's order in respect of the Supplies.

"Purchaser" means the Eurocell Group company named at the head of the Order.

"Packaging" means bags, cases, carboys, cylinders, drums, pallets, stillages, tank wagons and other containers and materials required to adequately protect the Goods in transit for storage at the Purchaser's premises or those of its customers.

"Services" means the services described in the Order.

"Specification" means the description of the Purchaser's requirements in respect of the Supplies stated in the Order.

"Supplier" means the company, firm, or individual with whom the Contract is placed.

"Supplies" means the Goods and/or Services.

"Tooling" means all tools, equipment, patterns, drawings, specifications and documentation supplied by the Purchaser to the Supplier.

1.2. The headings in these Conditions are for ease of reference only and shall not affect the construction thereof.

1.3. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5. A reference to a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. Quality And Fitness For Purpose

2.1. The Supplier warrants to the Purchaser that:

2.1.1. the Goods shall be of the highest quality and free from defects (patent or latent) in design, materials and workmanship;

2.1.2. if the purpose for which the Goods are required is made known to the Supplier, expressly or by implication, that the Goods shall be fit for purpose;

2.1.3. the Supplies shall conform with their applicable Specifications, drawings, descriptions and any samples contained or referred to in the Contract;

2.1.4. in the absence of a relevant Specification or sample, all Goods supplied shall be within the normal limits of industrial quality;

2.1.5. the Goods shall comply with all Applicable Laws (including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods); and

2.1.6. it will, at all times, have and maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

2.2. The Supplier warrants to the Purchaser that the Services:

2.2.1. will be performed by a sufficient number of appropriately qualified and trained personnel, with due care and diligence, and in compliance with all Applicable Laws; and

2.2.2. will be provided to a high standard of quality and in accordance with all generally recognised commercial practices.

2.3. The approval by the Purchaser of any designs provided by the Supplier shall not reduce or relieve the Seller of its obligations under any provision contained in these Conditions or implied by Applicable Law.

3. Contract/Variation

3.1. No conditions, terms or provisions submitted or referred to by the Supplier shall form part of the Contract unless otherwise agreed to in writing by the Purchaser.

3.2. The Contract comprises an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to the provisions of the Order and these Conditions.

3.3. Save as expressly set out in these Conditions, the Contract may not be varied or amended in any way except by written agreement between the Purchaser and Supplier using, where requested by the Purchaser, the Purchaser's standard variation form (from time to time).

3.4. The Contract constitutes and expresses the entire agreement between the parties relating to the subject matter thereof and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

3.5. The Purchaser reserves the right, at any time by giving reasonable notice in writing, to make changes to the Specification applicable to the Supplies or the times or places for delivery or performance. If such changes affect the cost or performance of the Order the Purchaser may, following discussions with the Supplier, make such adjustments as it considers reasonable to the price or the delivery schedule or both.

3.6. If, in the reasonable opinion of the Supplier, a direction under Condition 3.5 above will prevent the Supplier from fulfilling any of its obligations under the Contract it shall notify the Purchaser in writing within 15 days of receipt of the direction. Following such notification the Purchaser shall either:

3.6.1. confirm its previous instructions in writing; or

3.6.2. modify its instructions, by notice in writing, to such an extent as the Purchaser reasonably believes is necessary in the circumstances.

3.7. In the event of a Supplier's failure to give notice under Condition 3.6 above, the directed variation will be deemed to have been accepted with no price change.

4. Delivery

4.1. The time for delivery of the Goods and/or completion of the Services under the Contract shall be of the essence of the Contract.

4.2. The Supplier shall provide delivery documentation with reference to the order number, Purchaser part number, quantities, description and weights of the Goods being delivered.

4.3. Unless otherwise agreed between Purchaser and Supplier in writing or the Order, the Supplier shall deliver the Goods carriage paid in accordance with the date and, where applicable, time of delivery as specified in the Order.

4.4. The Supplier shall furnish such programmes of manufacture and delivery as the Purchaser may reasonably require and shall give notice to the Purchaser as soon as practicable if such programmes are or are likely to be delayed.

4.5. All Services must be correctly performed, at the place of delivery specified in the Order, during the Purchaser's usual business hours.

4.6. Unless agreed by the parties in writing, delivery is not to be made in instalments.

5. Packaging

5.1. The Goods shall be adequately packed and protected against damage or deterioration in transit or storage.

5.2. Packaging is to be supplied free of charge by or on behalf of the Supplier.

- 5.3. Empty Packaging will be returned at the Supplier's expense upon request by the Purchaser. Returnable Packaging must be legibly stencilled with the Supplier's name and address. The Purchaser shall accept no liability for its return nor for loss in transit.

6. Deterioration Of Goods

- 6.1. If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier which would adversely affect the lifespan of the Goods, the Supplier will promptly advise the Purchaser in writing of all such necessary and appropriate information.

7. Risk And Title

- 7.1. Risk of damage to or loss of the Goods shall pass to the Purchaser upon the completion of their unloading at the delivery location set out in the Order.
- 7.2. The property in the Goods shall pass to the Purchaser upon actual delivery, unless payment in full for the Goods is made prior to delivery, when title shall pass to the Purchaser once payment has been made or the Goods have been appropriated to the Contract.

8. Inspection, Testing And Quality Assurance

- 8.1. All Supplies shall be subject to such quality control procedures and testing and inspection measures as are required to ensure the Supplies comply with the Order and the Purchaser shall be entitled to be present at all such tests and shall be entitled, either itself or through an independent expert, to inspect the Supplies, at any reasonable time at the Supplier's premises.
- 8.2. If from the results of any such inspection or testing the Purchaser believes any Supplies are defective or not in accordance with, or are unlikely to be in accordance with, the Contract, the Purchaser shall inform the Supplier in writing and the Supplier shall at its own expense make good the defect and/or ensure the Supplies comply in all respects with the Contract.
- 8.3. Notwithstanding any such inspection or testing the Supplier shall remain fully responsible for the Supplies and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

9. Rejection

- 9.1. Without prejudice to any other rights or remedies the Purchaser may have, in case of any late, partial, excessive, defective or otherwise incorrect delivery or performance (which includes any failure of the Supplies to meet the Contract requirements following repair and/or replacement) or any failure by the Supplier to comply with the Contract, the Purchaser may at its option:
- 9.1.1. reject the Supplies (in whole or in part) and treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid;
- 9.1.2. require the Supplier at its expense to immediately supply in substitution for any Supplies which the Purchaser notifies the Supplier do not conform with the Contract Supplies which do so conform; and/or
- 9.1.3. require the Supplier at its expense to carry out or have carried out any work which the Purchaser considers necessary to ensure the Supplies conform to the Contract.
- 9.2. Goods rejected by the Purchaser shall be collected by the Supplier within 14 days of notice of rejection being given by the Purchaser. Notwithstanding Condition 7 (Risk and Title), pending collection the Goods shall be held at the expense and risk of the Supplier. If the Supplier fails to collect the rejected Goods the Purchaser reserves the right, at the Supplier's expense, to destroy or otherwise dispose of the rejected Goods in any manner it thinks fit without liability to the Supplier.

10. Price

- 10.1. Subject to Condition 10.2 below, the price of the Supplies shall be fixed and as stated in the Order and, unless otherwise expressly stated in the Order, shall be:
- 10.1.1. exclusive of any applicable value added tax, which shall be payable by the Purchaser (subject to receipt of a VAT invoice) at the rate prevailing at the relevant point; and
- 10.1.2. inclusive of all charges for Packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address for delivery as shown on the Order and any duties, imposts or levies other than value added tax.
- 10.2. 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) without the Purchaser's prior written consent. Unless the Supplier is supplying Goods which are agreed to be priced by reference to a price index, the Supplier will not request more than one price increase per year and any request for a price increase requires 90 days' notice. The Purchaser will not be bound to purchase any Supplies at an increased price unless it agrees in writing to do so.

11. Terms Of Payment

- 11.1. The Supplier shall be entitled to invoice the Purchaser at the times and in the manner specified in the Contract. Each invoice shall refer to the Order number to which it relates (failing which the Purchaser shall be entitled to return the invoice unpaid).
- 11.2. The Supplier shall not be entitled to any payment for the Supplies until it has been provided acceptable and clear proof of the Purchaser's acceptance of delivery of the Goods or of completion of proper performance of the Services to which the invoice relates.
- 11.3. Subject to Conditions 11.1 and 11.2 above the Purchaser shall pay the Supplier sixty days following the end of the month in which the invoice was raised (subject to the Purchaser's right to set-off against any sums owed to the Purchaser by the Supplier). If the Purchaser does make any such deduction then it shall notify the Supplier accordingly in writing with reasons.

12. Warranty / End Customer Guarantee

Warranty:

- 12.1. Without prejudice to any other rights or remedies which the Purchaser may have, the Supplier shall, as soon as reasonably practicable, repair or replace all Goods and/or re-perform Services which are or become defective during the period of:
- 12.1.1. in the case of Goods, 12 months from putting into service or 18 months from delivery (whichever shall be the shorter); or
- 12.1.2. in the case of Services, 12 months from the performance of Services, where such defects occur under proper usage and are due to faulty design, the Supplier's erroneous use of data, inadequate or faulty materials or workmanship, or any other breach of the Supplier's warranties under this Contract (expressed or implied).
- 12.2. Repairs or replacements made in accordance with this Contract shall themselves be subject to the obligations in Condition 12.1 above for a period of 12 months from the date of delivery, reinstallation or passing of test (if any) whichever is appropriate after repair or replacement.
- 12.3. The Supplier agrees to use its best endeavours to provide the Purchaser with the benefits of any third party warranty to the extent that such warranty enhances the degree of protection available to the Purchaser under this Contract.

End Customer Guarantee:

- 12.4. The Supplier and the Purchaser agree that the Purchaser may offer the Guarantee to the End Customers.
- 12.5. The Supplier shall comply with the terms of the Guarantee in respect of both the Purchaser and any relevant End Customers. This shall include:
- 12.5.1. the provision of such replacement Goods; or
- 12.5.2. the reimbursement of such sums as have been paid in respect of defective Goods, as is required under the Guarantee.
- 12.6. If and to the extent that the Supplier is required to deal with End Customers in respect of the Guarantee the Supplier warrants that it will at all times act:
- 12.6.1. with all reasonable skill and care;
- 12.6.2. in compliance with all Applicable Laws; and
- 12.6.3. in accordance with all generally recognised commercial practices.
- 12.7. The Supplier will provide any relevant End Customers with e-mail and freephone telephone contact details for the Supplier employee(s) or team responsible for the handling of claims under the Guarantee.
- 12.8. The Supplier shall promptly provide the Purchaser with:
- 12.8.1. written details of any comment or complaint raised by any End Customers; and
- 12.8.2. such assistance as the Purchaser may reasonably request in relation to any such comments or complaints.
- 12.9. In the event that the Supplier disputes an End Customer's entitlement to enforce all or any part of the Guarantee the Supplier and the Purchaser shall promptly meet to discuss the matter. The Supplier shall not reject any End Customer's claim under the Guarantee without the Purchaser's prior written consent (such consent not to be unreasonably qualified, withheld or delayed).
- 12.10. The Supplier shall not have, nor shall it hold itself out to End Customers as having, the authority to bind the Purchaser to:
- 12.10.1. any third party; or
- 12.10.2. act in any particular way.

13. Indemnity And Insurance

- 13.1.** The Supplier shall indemnify the Purchaser in full against all liability, loss (whether direct or indirect including loss of profit, loss of business, loss of contracts, depletion of goodwill, and increased production costs), damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:
- 13.1.1.** breach of any express or implied warranty given by the Supplier in relation to the Supplies;
- 13.1.2.** any claim that the Goods infringe, or their use, manufacture or supply, infringes the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any specification or drawing supplied by the Purchaser;
- 13.1.3.** any loss or damage (including any storage, handling, labour or administration charges, the cost of carrying out any work and costs incurred as a result of sourcing alternative Supplies) arising from any breach by the Supplier of its obligations under the Contract;
- 13.1.4.** any and all loss and/or damage to Tooling;
- 13.1.5.** any claim made against the Purchaser by a third party for death, personal injury or damage to property (including liability under the Consumer Protection Act 1987) arising out of, or in connection with, defects in Goods; and
- 13.1.6.** any claim made against the Purchaser by a third party arising out of, or in connection with, the supply of the Supplies, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or sub-contractors.
- 13.2.** The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities on terms and in amounts consistent with normal business prudence in respect of the Contract (including any and all loss and/or damage of Tooling). The Supplier shall, on the Purchaser's request, provide both the insurance certificate(s) giving details of such cover and the receipt(s) for the current year's premium.
- 13.3.** The Supplier will provide all facilities, assistance and advice reasonably required by the Purchaser or the Purchaser's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.

14. Force Majeure

- 14.1.** The Purchaser may, by notice in writing and without liability to the supplier, cancel any order or delay delivery of the Goods or performance of the Services where, owing to a cause beyond the Purchaser's control, it no longer requires such Supplies.
- 14.2.** If a Force Majeure event prevents the Supplier from supplying the Goods, the Purchaser shall be entitled to obtain elsewhere Supplies covered by the Contract for so long as the Force Majeure event prevails and to reduce to that extent without liability to the supplier its purchases under Contract.

15. Confidentiality And Data Protection

- 15.1.** Subject to Conditions 15.2 and 15.3 below, each party shall treat the Contract and any Confidential Information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other.
- 15.1.1.** to their employees, agents, and sub-contractors on a "need to know" basis so long as they take all steps necessary to ensure compliance by such employees, agents and sub-contractors with the obligation as to confidentiality expressed in Condition 15.1 above and will be responsible to the other party for any failure by any employee, agent or sub-contractor to comply with such obligations; and
- 15.1.2.** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.2.** The obligations expressed in Condition 15.1 above shall not apply to any information which:
- 15.2.1.** is or subsequently comes into the public domain otherwise than by breach of this Condition 15;
- 15.2.2.** is already in the possession of the receiving party without an accompanying obligation of confidentiality;
- 15.2.3.** is obtained from a third party who is free to divulge the same; or
- 15.2.4.** is independently and lawfully developed by the recipient or its sub-contractor outside the scope of the Contract.
- 15.3.** Both parties shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the Data Protection Act 1998 and any amendments or revisions thereto in the provision and use of the subject matter of the Contract and shall comply with any request made or direction given to the other which is directly due to the requirements of that Act.

16. Publicity

- 16.1.** Neither party shall, without the written consent of the other (the giving of which consent shall be at the sole discretion of that party), advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

17. Intellectual Property

- 17.1.** All Intellectual Property Rights in works, Goods or materials produced for the Purchaser by the Supplier or specifically commissioned by the Supplier from the Purchaser shall vest in the Purchaser and the Supplier undertakes to execute all documents required to ensure such ownership.

18. Tooling And Drawings

- 18.1.** Tooling shall remain the property of the Purchaser together with all Intellectual Property Rights therein.
- 18.2.** Tooling shall be used solely for the purpose of the Contract and returned to the Purchaser forthwith on request or upon completion or termination of the Contract (whichever is earlier).
- 18.3.** In the event that the Supplier fails to return Tooling in accordance with Condition 18.2 above the Purchaser is hereby irrevocably authorised without any requirement as to notice to enter upon the premises of the Supplier for the purpose of recovering such Tooling.
- 18.4.** Risk in Tooling shall pass to the Supplier upon the physical transfer of the same to the Supplier and shall remain with the Supplier until the same are physically returned to the Purchaser's premises.
- 18.5.** All Tooling owned by the Purchaser must be identified as property of the Purchaser while in the possession of the Supplier or its sub-contractors. The Purchaser shall be allowed unrestricted access and recovery of Tooling where necessary.

19. Termination

- 19.1.** Either party may terminate this Contract forthwith by written notice to the other effective from the date of service of such notice if:
- 19.1.1.** there is a breach by the other party of any provision of the Contract which expressly entitles the party not in breach to terminate the Contract;
- 19.1.2.** there is a material or persistent breach by the other party of any other term of the Contract, which is not remediable, or if it is remediable has not been remedied within 30 days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied;
- 19.1.3.** the other party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 19.1.4.** the other party enters into any compromise or voluntary arrangement with its creditors within the Insolvency Act 1986;
- 19.1.5.** the other party is subject to an order for its winding up;
- 19.1.6.** the other party has an administrator, receiver, or administrative receiver appointed in respect of all or a material part of its assets; or
- 19.1.7.** any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 19.1.3 to 19.1.6 above (inclusive).
- 19.2.** On termination by the Supplier under Condition 19.1.1 or 19.1.2 above for the default of the Purchaser the Purchaser shall pay to the Supplier:
- 19.2.1.** the proportion of the Contract Price payable in respect of the Supplies supplied and/or performed by the Supplier up to the date of termination; plus
- 19.2.2.** the costs of any unmitigable / uncancelable commitments already entered into by the Supplier as a direct result of the Contract at the date of termination of the Contract; less
- 19.2.3.** the amount of any payments already made to the Supplier up to the date of termination.

If the amount of payments already made to the Supplier at the date of termination exceeds the sum due to the Supplier under this Condition 19.2 then the Supplier shall repay the balance due to the Purchaser. Any payment by the Purchaser under this Condition 19.2 shall be in full satisfaction of the Supplier's rights to payment, compensation or damages in respect of the termination or the breach of Contract giving rise to the right of termination.

- 19.3.** On termination of the Contract, subject to payment of any sums properly due to the Supplier, the Supplier shall transfer to the Purchaser the benefit of all work done and the property in all materials supplied by the Supplier or his sub-contractors or sub-suppliers in the performance of the Contract up to the date of termination.

- 19.4.** Termination shall not affect the rights of action and remedy of the parties which shall have accrued at the date of termination or shall thereafter accrue.
- 19.5.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after its termination or expiry shall remain in full force and effect, including Condition 12 (Warranty); Condition 13 (Indemnity and Insurance); Condition 15 (Confidentiality and Data Protection); Condition 17 (Intellectual Property); Condition 18 (Tooling and Drawings); and Condition 24 (General).

20. Notices

- 20.1.** Any notice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in the Contract either:
- 20.1.1.** by hand;
- 20.1.2.** by registered or first class post or recorded delivery; or
- 20.1.3.** by electronic mail transmission.
- 20.2.** Notices are deemed to have been served as follows:
- 20.2.1.** delivered by hand; on the day when they are actually received;
- 20.2.2.** sent by post, registered post or recorded delivery; two working days after posting;
- 20.2.3.** sent by electronic mail; on the day of transmission if transmitted before 16.00 hours on a working day, but otherwise 09.00 hours on the following working day.

21. Expert Determination

- 21.1.** Where it is agreed under the Contract that any issue is to be determined by an expert then:
- 21.1.1.** either party may give 7 days' notice in writing to the other requiring expert determination by an expert to be agreed between the parties or nominated as referred to in Condition 21.1.2 below;
- 21.1.2.** within 14 days of the receipt of such notice the parties shall have agreed on the choice of an expert or in default of agreement the expert shall be nominated by the President for the time being of the British Academy of Experts on the application of either party;
- 21.1.3.** the expert shall act in accordance with such procedure as the expert may in his sole discretion decide provided that he shall act impartially as between the parties;
- 21.1.4.** the expert shall reach a decision within 56 days of his appointment, which decision shall except in the case of fraud or manifest error be final and binding on the parties; and
- 21.1.5.** each party shall bear its own costs in relation to the reference to the expert. Fees and any costs properly incurred by the expert in arriving at his determination shall be borne by the parties equally or in such other proportions as the expert shall direct.

22. Assignment And Sub-Contracting

- 22.1.** The Supplier shall not assign, charge or transfer the Contract or any of its rights or obligations there-under without the prior written consent of the Purchaser.
- 22.2.** The Supplier shall not sub-contract the Contract or any part thereof without having first obtained the written permission of the Purchaser, provided that this restriction shall not apply to sub-contracts for which the sub-contractor is expressly described in the Order.
- 22.3.** The Supplier shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Condition 22 or not, as if they were his own and any consent given under this Condition 22 shall not relieve the Supplier of any of his obligations under the Contract.
- 22.4.** The Purchaser may:
- 22.4.1.** perform any of its obligations or exercise or sub-contract any of its rights under the Contract itself or through any other member of its Group;
- 22.4.2.** assign and transfer its rights and obligations under the Contract to another member of its Group; and
- 22.4.3.** assign or otherwise transfer all of any part of the benefit of the Guarantee (including any rights of enforcement) to End Customers.

23. Statutory Regulations And Health And Safety

- 23.1.** The Supplier undertakes that its and its employees, agents and sub-contractors will at all times comply with all health and safety requirements relating to the delivery of goods or the carrying out of the work under the Contract. Such requirements include, in addition to the Applicable Law, any codes of practice and British Standards (or their equivalent) relating to health and safety which may be applicable to the performance of the Contract.
- 23.2.** When the Supplier (or its employees, agents or sub-contractors) are required to carry out work on the Purchaser's premises then the Supplier undertakes that in carrying out the work they shall additionally comply with all the Purchaser's rules and practices relating to security, safety and the conduct of persons working on the Purchaser's premises.
- 23.3.** In the performance of the Contract the Supplier shall conform to all relevant environmental standards, guidelines and codes of practice and shall take all practical steps in the design of the work to be performed under the Contract to minimise any risk to the environment.
- 23.4.** The Supplier is fully liable for compliance of the Supplies with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation") including for ensuring, if required under the Reach Regulation, that:
- 23.4.1.** any substances or preparations comprising the Goods (or part thereof) have been pre-registered and thereafter registered;
- 23.4.2.** the Supplier provides safety data sheets in accordance with and containing such information as the REACH Regulation requires; and
- 23.4.3.** the Supplier maintains such records and information as the REACH Regulation requires.
- 23.5.** The Supplier warrants that neither it, nor any of its subsidiaries, directors, officers or employees:
- 23.5.1.** is or has been engaged in any agreement, arrangement, practices or conduct which would amount to an infringement or offence under Competition Law in any jurisdiction in which the Supplier or its subsidiaries conduct business; or
- 23.5.2.** will engage in an act of bribery which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

The Purchaser shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier is in breach of this Condition 23.5.

24. General

- 24.1. Severance**
In the event that any provision of the Contract shall be void or unenforceable by reason of any provision or Applicable Law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of the Contract so far as possible.
- 24.2. Waiver**
No failure or delay by the Purchaser to exercise its rights in respect of any default under the Contract by the Supplier shall prejudice the Purchaser's rights in connection with the same or any subsequent or other default. The rights and of the Purchaser under the Contract are cumulative and without prejudice and in addition to any rights or remedies which the Purchaser may have at law or in equity.
- 24.3. Independent Contractors**
The Supplier and the Purchaser are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.
- 24.4. Third Party Rights**
For the avoidance of doubt nothing in the Contract shall confer on any third party any benefit or the right to enforce any provision of the Contract.
- 24.5. Governing Law and Jurisdiction**
- 24.5.1.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 24.5.2.** Where referred to in an Order the latest version of the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (currently Incoterms® 2010) shall apply. Where those terms conflict with these Conditions, these Conditions shall prevail.

ANNEX 1 – SlateSkin Product Guarantee

SlateSkin Tiling [25] Year Product Guarantee

1. SlateSkin GRP Tile covering (the "Tiling") is guaranteed for [25 years] ("Guarantee Period") from the date of its installation subject to these terms and conditions.
2. This guarantee is given for the benefit of Eurocell's customer (hereinafter referred to as "you", "yours" etc.), by Eurocell plc. It is supplemental to Eurocell's terms and conditions of sale for Tiling and it is conditional upon you
 - 2.1. having paid Eurocell in full for the Tiling; and
 - 2.2. ensuring that Eurocell shall, upon request, have full legal and safe access to premises for the purposes of inspecting all Tiling that is the subject of any claim by you under the terms of this guarantee.
3. This guarantee covers Tiling which has been installed within the United Kingdom or Ireland only. This guarantee does not apply in respect of Tiling which has been installed in any other territory.
4. This guarantee provides solely for the supply of replacement Tiling where Tiling supplied to you by Eurocell is defective (or the supply of the nearest available substitute at the time of any claim by you under this guarantee). It shall not result in any liability for any loss of profit, or any consequential, indirect or special loss or damage that may be suffered by you or your customer whatsoever (including but not limited to, damage caused to your customer's roof or property caused by leaks).
5. For the avoidance of doubt this guarantee shall not cover damage to Tiling, the roof or any property which in the sole opinion of Eurocell is caused by any of the following or where any of the following apply:
 - 5.1. a failure to exercise due care and skill in the installation of Tiling;
 - 5.2. installation of Tiling which is not in accordance with all installation instructions and specifications provided by Eurocell and/or any applicable local building regulations;
 - 5.3. installation by a third party;
 - 5.4. abuse or misuse of the Tiling, including use for a purpose for which the Tiling was not designed or not recommended by Eurocell and/or unsuitable handling or storage of the Tiling by you or a third party;
 - 5.5. use of materials, fixings, surface coatings or sealants which are not manufactured, supplied or specifically approved by Eurocell for use in the installation of Tiling;
 - 5.6. unsuitable roof surfaces, substrates or a failure to ensure these are reasonably maintained and clear of debris;
 - 5.7. installation of equipment or fixtures and fittings other than Tiling (including but not limited to, for example, solar panels);
 - 5.8. subsidence or any failure or defect in the building to which the Tiling is fitted;
 - 5.9. inadequate drainage or guttering;
 - 5.10. any modification or alteration, including but not limited to drilling or cutting, the Tiling;
 - 5.11. remedial work or repairs made prior to any claim under this guarantee which are not approved by Eurocell and which are not in accordance with any instructions given by Eurocell;
 - 5.12. fair wear and tear, sunlight, storm or neglect;
 - 5.13. gradual deterioration in colour or top-coat due to: (i) ageing or exposure to the atmosphere; (ii) algae, moss, shading or sap from trees, bushes, plants or ash from chimneys; (iii) proximity of the Tiling to metals; (iv) exposure of the Tiling to chemicals,
 - 5.14. wilful or accidental damage; and
 - 5.15. any act of God, including but not limited to strong winds, wars, acts of terrorism or other occurrence, cause or factor beyond the control of Eurocell.
6. Any claim under this guarantee must be made before the Guarantee Period expires and should be made by writing to Eurocell in the first instance with the following information:
 - 6.1. a copy of Eurocell's invoice for the Tiling including the number of and date of the invoice;
 - 6.2. the date of installation of the Tiling with documentary evidence of the same (e.g. your invoice);
 - 6.3. the address of the installation;
 - 6.4. the name and address of your customer for the installation;
 - 6.5. details of the claim and an explanation of the problem which has led to the claim; and
 - 6.6. times when the installation is available for inspection by Eurocell and/or. Any failure to comply with the terms of this guarantee will result in it being null and void.
7. Nothing in this guarantee shall exclude Eurocell's liability for: (i) death or personal injury resulting from negligence; (ii) for fraud or fraudulent misrepresentation; (iii) or any other liability that it is unlawful to exclude. Subject to the preceding sentence, Eurocell's total liability to you under or in connection with this guarantee, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the price you paid to Eurocell for the Tiling.
8. Any replacement Tiling supplied by Eurocell to you under this guarantee will be covered under this guarantee for the period of time, if any, remaining unexpired at the time of the supply of such replacement Tiling. For the avoidance of doubt, replacement Tiling supplied under this guarantee may have a gloss or colour difference to any original Tiling due to weathering and any such difference shall not constitute a defect for the purpose of this guarantee.
9. This guarantee is non-transferrable and is governed by the laws of England.
10. In the event of any dispute arising out of or in connection with this guarantee that cannot be resolved between you, and Eurocell then the adjudication services of the National Federation of Roofing Contractors shall determine the dispute on a final and binding basis, including in relation to the costs of any such adjudication.
11. This guarantee solely covers product integrity, and expressly does not cover product installation by Equinox/SlateSkin installers or sub-contractors. Product installation guarantee needs to be covered by the Equinox installer or third party insurance agent.

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Eurocell plc

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