

GRF Engineering Limited Supply Terms

1. Definitions

1.1 The following defined terms shall have the meaning specified alongside them:

“Additional Services”	any services requested by Customer to be provided by GRF;
“Agreement”	these Terms, any attachment to the Terms, any related Order Documentation and any related documentation including, without limitation, Purchase Instructions, Drawing and Specification (as appropriate);
“Change Request”	a written request for a change made by Customer or GRF;
“Charges”	the fees and expenses payable to GRF by Customer in consideration of the supply of Product and any other goods or services supplied by GRF;
“Customer”	the party requesting the supply of goods and/ or services from GRF;
“Design”	the design of Product by reference to Purchase Instructions which may include preparation of a Drawing, Sample and Specification (as appropriate);
“Drawing”	any document (other than a Specification) referable to these Terms which gives illustrations of and/ or technical information concerning Product;
“GRF”	G.R.F. Engineering Limited (registered no. 1677002) with offices at 18 Bilton Way, Luton, Bedfordshire LU1 1UU;
“IP Right”	any copyright, patent, registered design, trademark or other intellectual property right (or applications therefor) of whatever nature subsisting anywhere in the world;
“Order”	any Customer request for goods and/ or services to be supplied by GRF;
“Order Documentation”	a written GRF released document named as such referable to these Terms which confirms details of Customer’s Order and may include a Sales Acknowledgement, Delivery Note, Invoice and Statement;
“Product”	any goods requested by Customer to be supplied by GRF;
“Purchase Instructions”	the instructions (in any form of media and whether written or oral) supplied by Customer to GRF and giving details of Customer’s requirement for Product including for example and without limitation Product size and dimensions, performance targets and an indication of Customer’s intended use of Product;
“Quotation”	any GRF released document named as such referable to these Terms which may give an indicative, non-binding indication of certain details of Customer’s Order including, without limitation, Charges;
“Rates”	GRF’s prevailing rates for requested goods and services;

- “Sample”** a sample or model of Product which is prepared by or on behalf of GRF and/ or Customer;
- “Specification”** a GRF released or approved document referable to these Terms which gives details of Product;
- “Terms”** these GRF Engineering Limited Supply Terms.

1.2 In this Agreement:

- 1.2.1 The singular includes the plural and vice versa;
- 1.2.2 References to gender include references to all genders;
- 1.2.3 Unless otherwise stated, references to clauses are to clauses of this Agreement;
- 1.2.4 The clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.5 References to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

1.3 In the event of conflict between the provisions of these Terms and provisions comprised in any related documentation the provisions of these Terms shall prevail.

2. Scope of Agreement

- 2.1 In consideration of payment by Customer of the Charges and subject to Customer discharging its obligations under this Agreement, GRF shall supply Product (and any other goods and/ or services) requested by Customer and confirmed in an Order Documentation in accordance with this Agreement.
- 2.2 The Order Documentation constitutes an offer by GRF to supply Products in accordance with these Terms.
- 2.3 The Order Documentation shall be deemed accepted when Customer issues written acceptance of the Order Documentation at which point and on which date the Agreement shall come into existence and, unless otherwise stated in the Order Documentation, the Agreement will commence upon that date. If such written acceptance is not issued, but GRF and Customer act in accordance with the terms of the Order Documentation, Customer will be deemed to have accepted that the Order Documentation, including these Terms, represents the Agreement to the exclusion of any other terms.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by GRF and any descriptions of the Products contained in GRF’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Agreement or have any contractual force.
- 2.5 These Terms apply to the Agreement to the exclusion of any other terms that Customer notifies to GRF by any method (including any terms or conditions which Customer purports to apply under any Purchase Instructions, purchase order, confirmation of order, specification or other document), or otherwise seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any Order Documentation issued by GRF is open for acceptance within a period of 21 Business Days from its date of issue.

2.7 If there is an inconsistency between any of the provisions of these Terms and the provisions of the Order Documentation the provisions of the Order Documentation shall prevail.

2.8 These Terms shall apply to all current and future Orders for goods and/ or services (unless confirmed otherwise in writing by GRF) and any variation to these Terms and any representations about the goods and/ or services shall have no effect unless expressly agreed in writing and signed by a director of GRF.

3. Purchase Instructions

3.1 Customer shall indicate its requirements for Product by submitting to GRF such documentation and information as GRF requires to enable GRF to supply Product.

3.2 GRF may indicate at any stage before an Order is confirmed by GRF that Purchase Instructions are deficient and/ or insufficient and Customer shall as soon as reasonably practicable rectify such deficiency and/ or insufficiency to GRF's satisfaction.

3.3 Customer shall be solely responsible for the accuracy of Purchase Instructions and GRF shall not be under any obligation to indicate or correct errors in Purchase Instructions.

3.4 Customer acknowledges that GRF will supply Product at the request of Customer and that it is Customer's responsibility to determine whether Product is suitable for its requirements.

3.5 The supply of Product is subject to Customer at all times discharging its obligations under this Agreement.

3.6 Customer shall be solely responsible for satisfying itself as to the suitability of any third party contractor or sub-contractor proposed, recommended or engaged by GRF to perform any work in connection with this Agreement and GRF shall be under no liability in respect of any act or omission of any such third party.

4. Quotation

4.1 Upon approval of Purchase Instructions by GRF, GRF may supply to Customer a Quotation indicating certain details of Customer's Order including, without limitation, Charges.

4.2 The parties expressly agree that any Quotation supplied by GRF shall be indicative only and not binding in respect of the matters specified.

5. Design, Sample, Drawing and Specification

5.1 Where appropriate, GRF shall undertake Design of Product by reference to Purchase Instructions and with reasonable skill and care.

5.2 Upon completion of Design, GRF may (if appropriate) supply to Customer any Drawing, Sample and/ or Specification for approval.

5.3 Customer shall use all reasonable endeavours to indicate approval or, otherwise, matters requiring completion and/ or clarification within seven (7) days of receipt of any Drawing, Sample or Specification.

5.4 If Customer notifies any matters requiring completion and/ or clarification in accordance with clause 5.3, GRF shall use reasonable endeavours to supply revised Drawing, Sample and/ or Specification (as applicable) within seven (7) days of notification.

5.5 The parties shall then repeat the procedure in clauses 5.2, 5.3, 5.4 and 5.5 until both parties approve Drawing, Sample and/ or Specification (as applicable).

5.6 In any event Customer shall be deemed to have approved and accepted the latest version of a Drawing, Sample and/ or Specification issued and/ or approved by GRF at the date upon which GRF releases a related Order Documentation.

6. Change Control

6.1 If either party identifies a requirement for a change (including without limitation a change to Order, Product or Charges) it shall send a Change Request to the other party detailing the change requirements.

6.2 If a Change Request is sent by GRF, the Change Request shall state the effect such a change shall have upon the Order, Product and Charges.

6.3 If a Change Request is sent by Customer, the receipt of the Change Request by GRF will constitute a request to GRF to state in writing the effect such a change shall have upon the Order, Product and Charges. GRF shall use reasonable endeavours to supply the necessary details within seven (7) days from receipt of the Change Request.

6.4 The parties will then decide whether or not to implement the change. If the change is implemented, the amended order, product and charges shall then become the Order, Product and Charges (as defined) and be deemed incorporated into this Agreement.

7. Acceptance Tests

7.1 GRF may (as necessary) specify and undertake tests of Product to check its performance is in accordance with Purchase Instructions (“**Acceptance Tests**”).

7.2 GRF may charge Customer additional fees for undertaking such Acceptance Tests which may include, without limitation, fees incurred by any third party involved in Acceptance Tests.

7.3 Upon Product passing the Acceptance Tests GRF shall either notify Customer that Product is ready for delivery or (at its discretion) deliver Product to a delivery address agreed by GRF.

8. Delivery

8.1 GRF shall use all reasonable endeavours to deliver Product upon any delivery date indicated or as soon thereafter as is possible. Customer acknowledges that time for performance by GRF of any of its obligations under this Agreement shall not be of the essence of this Agreement.

8.2 If delivery will be later than any delivery date indicated then GRF will use reasonable endeavours to give Customer not less than 24 hours notice of the actual delivery date.

8.3 Upon delivery Customer shall sign any delivery note presented and shall make available to GRF (or GRF’s delivery agent) free of charge such labour and equipment as is required to effect delivery of Product.

8.4 Upon request by GRF Customer shall store all packing cases and other containers and pallets for collection by GRF upon a date to be confirmed by GRF. Otherwise Customer shall be solely responsible for removal and disposal of all packing materials.

8.5 Customer shall have seven (7) days in which to inspect a delivered Order and notify GRF of any shortage or material defect. The Customer agrees that seven (7) days is a reasonable period in which to inspect each Order.

9. Title to and Risk in Product

- 9.1 Title to Product shall not pass to Customer until the date that the Charges (and any additional sums payable by Customer pursuant to this Agreement) and value added tax thereon have been paid in full to GRF ("**Payment Date**").
- 9.2 Until the Payment Date Customer shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber Product and the relationship between GRF and Customer in respect of Product including any proceeds of sale or other consideration therefor shall be a fiduciary one.
- 9.3 If either:
- 9.3.1 Customer fails to effect payment in full of all sums due hereunder by the due date; or
- 9.3.2 prior to the Payment Date Customer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) Customer's creditors or if Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of Customer or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction)

then GRF (without prejudice to any other legal remedies it may have) shall at any time thereafter be entitled to enter upon any premises under Customer's control (without notice to Customer) and remove Product.

- 9.4 If in breach of clause 9.2 above Customer sells (or otherwise deals in or encumbers) Product prior to the Payment Date then any proceeds of such sale, deal or encumbrance in respect thereof and all rights arising under or in respect of said sale, deal or encumbrance shall be held (in the case of the proceeds of sale in a separate account) by Customer as trustee for GRF.
- 9.5 Risk in Product shall pass to Customer upon delivery.
- 9.6 With effect from delivery up to and including the Payment Date Customer shall insure Product for its full replacement value with a reputable insurance company.
- 9.7 Until the Payment Date, Customer shall keep all Orders separately identified by the Order number indicated on the Order Documentation.

10. Charges

- 10.1 The Charges shall include the cost of supply of Product only.
- 10.2 The Charges shall not include (without limitation):
- 10.2.1 any special delivery costs properly incurred by GRF which costs shall be separately invoiced to Customer and shall be payable (together with value added tax thereon) in accordance with this Agreement; and
- 10.2.2 value added tax which shall be payable by Customer in the manner and at the rate from time to time prescribed by law; and
- 10.2.3 any fees for Additional Services.

- 10.3 Any Additional Services supplied by GRF at Customer's request shall be charged in accordance with Charges indicated or otherwise in accordance with Rates calculated upon a time and materials basis.

11. Terms of Payment

- 11.1 The Charges, Rates and other sums are expressed exclusive of all duties and taxes including without limitation value added tax which shall be paid by Customer at the rate and in the manner provided by the law governing this Agreement.
- 11.2 Payment of sums due from Customer to GRF shall be made by Customer within thirty (30) days of the end of the calendar month in which an invoice was submitted. All payments hereunder shall be made in Pounds Sterling.
- 11.3 In the event that Customer fails to pay any sum by the due date GRF reserves the right to charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts Regulations 2002.
- 11.4 Notwithstanding clause 11.3, if Customer fails to pay any sum by the due date GRF may at its option, and without prejudice to any other remedy at any time after payment has become due, terminate or suspend performance of this Agreement.
- 11.5 If GRF shall terminate this Agreement for any reason, any sums (including interest for late payment) will immediately become payable by Customer in full.

12. Warranty

- 12.1 In the event that Customer discovers that Product materially fails to accord to Purchase Instructions and notifies GRF of the material failure within ninety (90) days of delivery of Product ("**Warranty Period**"), GRF shall at its sole option either refund the Charges or an equitable proportion of the Charges (as applicable) or use all reasonable endeavours to correct the material failure provided that such material failure has not been caused by any breach by Customer of its obligations hereunder or by use of Product in any manner not notified to GRF in writing within Purchase Instructions.
- 12.2 Save as expressly specified in this Agreement, all terms, conditions, warranties, representations, or guarantees whether express or implied relating to the performance, quality or fitness for purpose of any part of Product are hereby excluded.

13. Liability

- 13.1 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of any goods or services (including without limitation Products) provided hereunder will be assumed by GRF and except as expressly provided in this Agreement all such warranties, conditions, undertaking and terms are hereby excluded.
- 13.2 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 13.3 The aggregate liability of GRF in respect of breaches of this Agreement or of any other duty to Customer or for negligence in connection with the subject matter of this Agreement (whether arising before, during or after the date of this Agreement) shall be limited to the Charges paid by Customer to GRF in respect of the Order giving rise to the liability provided that in no event shall GRF be liable to Customer for any of the following however and whenever arising:
- 13.3.1 loss of profits, business, revenue, data, goodwill or anticipated savings; and/ or

13.3.2 indirect or consequential loss or damage.

13.4 Each party agrees that the limitations of liability contained in this clause 13 have been agreed between the parties in the context of the other provisions of this Agreement and satisfy the requirement of reasonableness within the meaning of sub-section 2(2) and Section 11 of the Unfair Contract Terms Act 1977.

13.5 The parties expressly agree that should any limitation or provision contained in this Agreement be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

14. Copyright, Patent, Trademarks and other Intellectual Property Rights

14.1 The parties acknowledge that any and all of the IP Rights subsisting in Product shall be and shall remain the sole property of the party that created the IP Rights. Nothing in this Agreement is intended to or will operate to transfer title to any IP Rights between the parties (unless otherwise agreed in writing).

14.2 Customer warrants that it is the owner of all IP Rights in Product and shall indemnify GRF fully against all liabilities, costs and expenses which GRF may incur as a result of preparations made or work undertaken involving infringement of any IP Rights.

15. Confidential Information

15.1 GRF and Customer shall use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations shall not apply to information which is:

15.1.1 or becomes publicly known through no wrongful act of the party concerned; or

15.1.2 required to be disclosed by law or other binding authority; or

15.1.3 disclosed to any adviser of either party bound by a professional duty of confidentiality.

16. Force Majeure

16.1 GRF will not be under any liability to Customer for, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("**Force Majeure**"), provided always that GRF will use all reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by the Force Majeure.

17. Termination and Suspension

17.1 Notwithstanding any other provisions herein contained, and without prejudice to any other rights GRF may have, GRF may forthwith terminate this Agreement by written notice to Customer if any of the following events shall occur:

17.1.1 If Customer commits any breach of this Agreement and fails to remedy such breach (unless it is a breach which entitles GRF to terminate this Agreement immediately or insofar as such breach is not capable of remedy to furnish adequate compensation therefor) within thirty (30) days after receiving written notice requiring it to do so;

17.1.2 If Customer becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be threatened or levied upon any property of Customer or if Customer is unable to pay its debts in accordance with the law relating to this Agreement; or

17.1.3 A Force Majeure continues for a period of more than 3 months.

17.2 Without prejudice to any right of termination GRF shall be entitled by immediate notice to suspend performance of some or all of the obligations specified in this Agreement upon the occurrence of circumstances specified in clause 17.1, and this Agreement will in any event be deemed suspended in the event of Force Majeure.

17.3 Termination or suspension of this Agreement will be without prejudice to any accrued rights or obligations of either party.

18. Data Protection

18.1 Each party warrants to the other that it shall, in connection with this Agreement, comply with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 and any modification, consolidation or re-enactment thereof and shall indemnify the other party against any reasonable losses, liabilities and costs which it suffers or incurs as a result of a breach of this clause.

18.2 GRF processes all personal information (“**Information**”) as defined in the Data Protection Act 2018 (“**DPA**”) in accordance with applicable data protection law.

18.3 By submitting Information to GRF Customer (and each individual as applicable) consent to such Information being processed by GRF in accordance with this clause 18. If Information changes Customer (and each individual as applicable) are responsible for informing GRF of the change so that GRF can update its records.

18.4 GRF will use Information as follows:

- (i) To supply goods and services as requested by Customer including such transfer of Information to employees, agents and third parties as required for this purpose.
- (ii) For GRF internal administration purposes.
- (iii) To market GRF goods and services to Customer (and each individual as applicable).

GRF reserves the right to:

- (iv) Transfer GRF’s business assets (which include Information) on sale or merger of the whole or part of GRF’s business.
- (v) Transfer Information as required to obtain legal advice, comply with legal requirements, protect GRF’s rights and property, and the safety of GRF employees, clients, suppliers and others.
- (vi) Transfer Information outside the European Economic Area as is necessary for the purposes listed in this clause 18.

19. Entire Agreement

- 19.1 This Agreement:
- 19.1.1 represents the whole agreement and understanding between the parties in respect of the matters referred to herein; and
 - 19.1.2 shall, except in the case of fraud, override and no reliance shall be placed upon any other verbal or written representations, warranties or understandings in respect of the subject matter of this Agreement including, without limitation, any conflicting provisions of any terms of purchase notified by Customer.
- 19.2 The remedies available to the parties are exclusively those available under this Agreement.
- 19.3 The parties acknowledge that they have expressly agreed the terms of this clause 19.

20. General

- 20.1 No amendment to this Agreement shall be binding unless made in writing and signed by duly authorised representatives of both parties.
- 20.2 Customer shall not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of GRF.
- 20.3 No waiver of any breach of the other party's obligations hereunder shall represent a waiver of the waiving party's rights hereunder or of any subsequent breach.
- 20.4 The parties respectively shall and shall procure that any other necessary party shall execute and/ or do all such documents, acts and things (as applicable) as may reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the parties under this Agreement.
- 20.5 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
- 20.6 Any notice to effect suspension or termination of the whole or any part of this Agreement:
- (i) shall be made in writing and either delivered personally or sent by first class recorded delivery to Customer's address as set out in this Agreement or such other address as Customer may specify by notice in writing to GRF;
 - (ii) in the absence of evidence of earlier receipt, notice shall be deemed to have been duly given:
 - (a) if delivered personally, when left at the address referred to in 20.6(i); or
 - (b) if sent by first class recorded delivery, at the time recorded by the delivery agent.
- 20.7 For the avoidance of doubt electronic mail shall be deemed to be "writing" for the purpose of this Agreement but this shall not prejudice the express requirements for delivery of notices under clause 20.6.
- 20.8 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 20.9 This Agreement shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties hereto.

20.10 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding any expiry or earlier termination.

21. Applicable Law

21.1 This Agreement shall be governed by and construed in accordance with English law and each party to this Agreement submits to the exclusive jurisdiction of the English courts.