

## 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.8.

**Contract:** the contract between CRP and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

**CRP, we, our:** Corrosion Resistant Products Limited, registered in England and Wales with company number 3564229, whose registered office is at Todmorden Road, Littleborough, OL15 9EG, UK. Our VAT number is GB 278484843.

**Force Majeure Event:** an event beyond the reasonable control of the parties including but not limited to failure of a utility service or internet provider, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** CRP's order for the Goods, as set out in CRP's purchase order form or CRP's written acceptance of the Supplier's quotation.

**Specification:** any specification for the Goods, including any related plans and drawings that are agreed in writing by CRP and the Supplier.

**Supplier, you:** the person or firm from whom CRP purchases the Goods.

1.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 A reference to **writing** or **written** includes faxes and e-mails.

1.5 Headings are used in these Conditions for convenience only and do not limit the meaning of the individual clauses.

## 2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.1 The Order constitutes an offer by CRP to purchase the Goods in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing a written acceptance of the Order; or

2.2.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

## 3. THE GOODS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 for non-impact tested carbon steel pipe and flanges (including ASTM A105, ASTM A106 Grade B & API 5L Grade B) the following upper limits shall apply to their chemical composition: carbon: 0.023%, Phosphorus: 0.035% and sulfur: 0.025%. If any of these limits are to be exceeded, the supplier must agree a concession with CRP prior to delivery;

- 3.1.3 be of satisfactory quality (within the meaning of the Consumer Rights Act 2015, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by CRP expressly or by implication, and in this respect CRP relies on the Supplier's skill and judgement;
  - 3.1.4 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 24 months after delivery; and
  - 3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, including but not limited to all requirements under the relevant Health and Safety legislation in force at the time.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.3 CRP shall have the right to inspect and test the Goods at any time before delivery, upon giving reasonable notice to the Supplier.
- 3.4 If following such inspection or testing CRP considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, CRP shall inform the Supplier and the Supplier shall as soon as possible thereafter take the remedial action necessary to ensure compliance.

#### **4. DELIVERY**

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the CRP part number, the order references (if any) of both parties, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 4.1.3 if the Supplier requires CRP to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Returns of packaging materials by CRP shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or such other date as may be agreed between the parties (Delivery Date);
  - 4.2.2 to CRP's premises at Todmorden Road, Littleborough, OL15 9EG, UK or such other location as the parties may agree prior to delivery (Delivery Location); and
  - 4.2.3 during CRP's normal business hours, or as otherwise agreed by the parties.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4 If the Supplier is unable to deliver the Goods on the Delivery Date it shall advise CRP as soon as it becomes aware that this is the case and the parties shall, if practicable, attempt to agree an alternative Delivery Date.
- 4.5 If the Supplier fails to deliver the Goods on the Delivery Date, it shall be liable for any costs and expenses which are incurred by CRP in obtaining replacement goods of similar description and quality. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event.
- 4.6 The Supplier shall not deliver the Goods in instalments without CRP's prior consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately.

## **5. REMEDIES**

- 5.1 If the Goods do not comply with the undertakings set out in clause 3.1 or the Supplier breaches any of its other obligations under the Contract, CRP shall give notice to the Supplier within a reasonable time in writing and, without limiting any of its other rights or remedies, CRP shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:
- 5.1.1 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own cost, after providing the Supplier with a reasonable opportunity to inspect the Goods;
  - 5.1.2 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 5.1.3 to recover from the Supplier any costs reasonably incurred by CRP in obtaining replacement goods of similar description and quality from a third party;
  - 5.1.4 to claim damages for any other costs, loss or expenses incurred by CRP which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; and
  - 5.1.5 to terminate the Contract in accordance with Clause 12 below.
- 5.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.3 CRP's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **6. TITLE AND RISK**

Title and risk in the Goods shall pass to CRP on completion of delivery.

## **7. PRICE AND PAYMENT**

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is agreed, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
- 7.2 The price of the Goods is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods, unless any other delivery terms agreed. No extra charges shall be effective unless agreed in writing and signed by CRP.
- 7.3 CRP shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.4 The Supplier may invoice CRP for the Goods on or at any time after the completion of delivery.
- 7.5 CRP shall pay correctly rendered invoices within 60 days of receipt of the invoice, unless otherwise agreed between the parties. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.6 Unless expressly agreed in writing by CRP, the Supplier shall not be entitled to charge interest on any late payment.
- 7.7 CRP may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to CRP against any liability of CRP to the Supplier.

## **8. CRP MATERIALS**

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by CRP to the Supplier (CRP Materials) and all rights in CRP Materials are and shall remain the exclusive property of CRP. The Supplier shall keep the CRP Materials in safe custody at its own risk, maintain them in good condition until returned to CRP, and not dispose or use the same other than in accordance with CRP's written instructions or authorisation.

## **9. INDEMNITY**

- 9.1 The Supplier shall keep CRP indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by CRP as a result of or in connection with:

- 9.1.1 any claim made against CRP for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 9.1.2 any claim made against CRP by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 9.1.3 any claim made against CRP by a third party arising out of or in connection with the supply of the Goods, 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 subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

## **10. INSURANCE**

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on CRP's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **11. CONFIDENTIALITY**

- 11.1 The Supplier 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 by CRP to the Supplier, and any other confidential information concerning the CRP's business, its products and services which the Supplier may obtain.
- 11.2 The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 11.3 The Supplier may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.4 This clause 11 shall survive termination of the Contract.

## **12. TERMINATION**

- 12.1 Either party may terminate the Contract by giving not less than one month's written notice to the other party Supplier.
- 12.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
  - 12.2.1 commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
  - 12.2.2 (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 12.2.3 (being a natural person) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 12.2.4 enters into compulsory or members voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose (save for the purposes of solvent amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to this agreement);
- 12.2.5 has an administrative receiver or receiver appointed over all or any part of its assets or undertaking;
- 12.2.6 suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a partnership) has any partner to whom any of the foregoing apply or who is declared bankrupt;
- 12.2.7 is the subject of any judgment or order made against it or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any of its assets;
- 12.2.8 has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself;
- 12.2.9 ceases or threatens to cease to carry on business; or
- 12.2.10 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 condition 12.2.2 to condition 12.2.9 (inclusive);
- 12.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 12.2.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

### **13. CONSEQUENCES OF TERMINATION**

- 13.1 On termination of the Contract the Supplier shall discontinue all work on the Contract. CRP shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2 On termination of the Contract for any reason the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected and conditions which expressly or by implication survive termination shall continue in full force and effect.

### **14. FORCE MAJEURE**

- 14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from the occurrence of a Force Majeure Event.
- 14.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 14.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 14 business days, CRP may terminate the Contract immediately by giving written notice to the Supplier.

## 15. COMPLIANCE WITH FOREIGN TRADE REGULATIONS

- 15.1** Items supplied to CRP, may not come from the below countries due to UK restrictions on imports / exports: Cuba, Afghanistan, Iran, North Korea, Syria, Belarus, Democratic Republic of Congo, Iraq, Libya, Nicaragua, Russia, Ukraine, Crimea, Somalia, Sudan, Venezuela, Zimbabwe. This list is not exhaustive, please see the full restrictions: <https://www.gov.uk/guidance/current-arms-embargoes-and-other-restrictions>
- 15.2 The Supplier must specify the Country of Origin within the enquiry response. (The Country of Origin is defined as either the Country where the article has been wholly obtained or, when more than one Country is concerned in the production of the goods, the Country where the last substantial transformation has been carried out.)
- 15.3 The Supplier must specify the Harmonised Tariff Code and if any items are controlled goods
- 15.4 The Supplier must notify CRP if any products supplied contain tin, tantalum, tungsten or gold

## 16. GENERAL

- 16.1 CRP may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 The Supplier shall not, without the prior written consent of CRP, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 16.3 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, commercial courier, fax or e-mail.
- 16.4 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.3; if sent by pre-paid first class post, at 9 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, at 9am on the next business day after transmission.
- 16.5 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.6 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.
- 16.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.8 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.
- 16.9 The Contract, and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales.
- 16.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.