



1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

"Conditions" means GBIS' terms and conditions of purchase set out in this document;

"Confidential Information" means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by GBIS in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means the agreement between the Supplier and GBIS for the sale and purchase of the Deliverables incorporating these Conditions and the Order;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company;

"Deliverables" means the Goods or Services or both as the case may be;

"GBIS" means GB Inspection Systems Limited, company number 03021497, whose registered office is at 22a Burntwood Business Park, Cobbett Road, Burntwood, Staffordshire, United Kingdom, WS7 3GL;

"Goods" means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to GBIS;

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

"Location" means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;

"Order" means GBIS's order for the Deliverables in substantially the same form as set out in the Schedule overleaf;

"Price" has the meaning given in clause 3;

"Services" means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by the Supplier to GBIS;

"Specification" means the description or specification of the Deliverables set out or referred to in the Order; and

"Supplier" means the person who sells the Deliverables to GBIS and whose details are set out in the Order;

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

- (a) a reference to a 'party' means either the Supplier or GBIS and includes that party's personal representatives, successors and permitted assigns;
- (b) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;



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- (c) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (d) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- (e) a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made under that statute or statutory provision;
- (f) a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and GBIS. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that GBIS otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of GBIS.
- 2.4 Each Order by GBIS to the Supplier shall be an offer to purchase Deliverables subject to these Conditions. An Order may be withdrawn or amended by GBIS at any time before acceptance by the Supplier. An Order shall lapse unless accepted by the Supplier before the expiry of 15 Business Days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify GBIS promptly.
- 2.5 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which GBIS reasonably considers is consistent with acceptance of the Order.

3. PRICE

The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by GBIS before the date the Order is made (Price). No increase in the Price may be made after the Order is placed. The Price is inclusive of all costs, expenses, fees, and charges of any kind unless specified otherwise in the Order.

4. PAYMENT

- 4.1 The Supplier shall invoice GBIS for: (a) the Goods no sooner than completion of delivery of the Goods or, if later, GBIS's acceptance of the Goods, (b) Services no sooner than completion of performance of the Services or, if later, GBIS's acceptance of the Services.
- 4.2 GBIS shall pay each validly submitted invoice of the Supplier within sixty (60) days from the invoice date, unless otherwise agreed in writing by GBIS..
- 4.3 If GBIS fails to pay any sum due under the Contract by the due date, the Supplier may charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate from time to time, accruing on a daily basis from the due date until payment in full, whether before or after judgment. The parties agree that this constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 VAT shall be charged by the Supplier and paid by GBIS at the then applicable rate.

5. CANCELLATION

- 5.1 GBIS shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, GBIS.



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- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, GBIS shall pay for:
- (a) in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been manufactured and ready for delivery to GBIS; and
 - (b) in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund; and
 - (c) in respect of any Services, for any Services that have been performed at the time of cancellation.
- 6. DELIVERY AND PERFORMANCE**
- 6.1 The Goods shall be delivered by the Supplier to GBIS' premises or, if specified in the Order, the Location on the date(s) specified in the Order. The Goods shall be deemed delivered by the Supplier only on arrival, or completion of unloading if set out in the Specification, of the Goods at the Location or GBIS' premises.
- 6.2 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.
- 6.3 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 9.
- 6.4 In providing the Deliverables, the Supplier shall:
- (a) co-operate with GBIS in all matters relating to the Deliverables, and comply with all instructions of GBIS;
 - (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (c) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (d) obtain and at all times maintain all licences and consents which may be required for the provision of the Deliverables;
 - (e) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Deliverables;
 - (f) observe all health and safety rules and regulations and any other security requirements that apply at any of GBIS' premises;
 - (g) hold all materials, equipment and tools, drawings, specifications and data supplied by GBIS to the Supplier (GBIS Materials) in safe custody at its own risk, maintain the GBIS Materials in good condition until returned to GBIS, and not dispose or use the GBIS other than in accordance with the GBIS' written instructions or authorisation; and
 - (h) not do or omit to do anything which may cause GBIS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that GBIS may rely or act on the Services.
 - (i) implement and maintain appropriate cyber security measures consistent with good industry practice and promptly notify GBIS of any cyber incident affecting the Deliverables
- 6.5 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating the date of the Order, the relevant GBIS and Supplier details, the product numbers and type and quantity of Goods in the consignment, the category, type and quantity of Services performed, any special instructions, confirming that the Goods conform with the Order and where relevant the Specification, handling and other requests, and whether the packaging material is to be returned in which case GBIS shall, after the Goods are unpacked, make the packaging available for collection by the Supplier at the Supplier's expense.



6.6 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, GBIS shall (without prejudice to its other rights and remedies) be entitled to terminate the Contract in whole or in part.

7. ACCEPTANCE, REJECTION AND INSPECTION

7.1 GBIS shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of GBIS's rights and remedies, including its right to reject.

7.2 Any rejected Goods may be returned to the Supplier by GBIS at the Supplier's cost and risk. The Supplier shall pay to GBIS a reasonable charge for storing and returning any of the Goods over-delivered or rejected.

7.3 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, GBIS may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, GBIS may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and GBIS accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

7.4 GBIS may require acceptance tests to be performed or to be carried out, at GBIS's option, either by GBIS or the Supplier, and the results of the tests shall be made available to GBIS.

7.5 GBIS may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier shall provide GBIS with all facilities reasonably required. If GBIS considers that the Deliverables do not or are unlikely to comply with the Supplier's obligations and warranties, GBIS shall inform the Supplier who shall take such action as GBIS reasonably requires to ensure compliance.

7.6 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of GBIS's rights and remedies, including its right to reject. The rights of GBIS in this clause 7 are without prejudice to GBIS's rights under clause 9.

8. TITLE AND RISK

8.1 Title and risk in the Goods shall pass to GBIS on delivery and when GBIS has accepted the Goods as conforming in every respect with the Contract.

8.2 The Supplier warrants and represents that it:

- (a) has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to GBIS; and
- (b) shall hold such title and right to enable it to ensure that GBIS shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9. WARRANTY

9.1 The Supplier warrants and represents that, for a period of 12 months from delivery (the Warranty Period), the Deliverables shall:

- (a) conform in all material respects to any sample, their description and to the Specification;
- (b) be fit for any purpose held out by the Supplier or made known to the Supplier by GBIS, and in this respect GBIS relies on the Supplier's skill and judgement;
- (c) be free from material defects in design, material and workmanship;
- (d) comply with all applicable laws, standards and best industry practice;
- (e) if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

- (f) if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
- (g) any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

- 9.2 The Supplier agrees that the approval by GBIS of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.3 GBIS may reject any Deliverables that do not comply with clause 9.1, and refuse to take any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make, and the Supplier shall, at GBIS's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that GBIS serves a written notice on the Supplier within the Warranty Period that the relevant Deliverables do not comply with clause 9.1.
- 9.4 The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 9.5 GBIS's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.
- 9.6 GBIS shall be entitled to exercise its rights under clause 9 regardless of whether the Deliverables have been accepted and notwithstanding that the Deliverables were not rejected following their initial inspection.

10. INDEMNITY AND INSURANCE

- 10.1 The Supplier shall indemnify GBIS 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 (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by GBIS arising out of or in connection with:
- (a) any claim made against GBIS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the GBIS Materials);
 - (b) any claim made against GBIS by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
 - (c) any claim made against GBIS by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 10.2 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Deliverables and any of GBIS's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to GBIS, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to GBIS the benefit of such insurance.
- 10.3 This Clause 10 shall survive termination of the Contract.
- 10.4 **LIMITATION OF LIABILITY**
- (a) Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited by law
 - (b) Subject to clause 10.4(a), GBIS's total aggregate liability arising under or in connection with the Contract shall not exceed the total Price paid or payable under the relevant Order.
 - (c) GBIS shall not be liable for any indirect or consequential loss

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All specifications provided by GBIS and all Intellectual Property Rights in the Deliverables made or performed in accordance with such specifications shall vest in and remain at all times the property of GBIS and such specifications may only be used by the Supplier as necessary to perform the Contract.
- 11.2 The Supplier assigns (or shall procure the assignment) to GBIS absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in GBIS's opinion to so vest all such Intellectual Property Rights in GBIS, and to enable GBIS to defend and enforce such Intellectual Property Rights, and the Supplier shall at GBIS's request waive or procure a waiver of applicable moral rights.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

- 12.1 The Supplier shall keep confidential all Confidential Information of GBIS and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- (a) any information which was in the public domain at the date of the Contract;
 - (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - (c) any information which is independently developed by the Supplier without using information supplied by GBIS; or
 - (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 This clause shall remain in force for a period of 3 years from the date of the Contract.
- 12.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

13. DATA PROTECTION

- 13.1 Each party shall comply with all applicable Data Protection Legislation including the UK GDPR, the Data Protection Act 2018 and any successor legislation
- 13.2 To the extent that the Supplier processes personal data on behalf of GBIS, the Supplier shall:
- (a) process such personal data only on documented instructions from GBIS;
 - (b) implement appropriate technical and organisational security measures;
 - (c) ensure that personnel are subject to confidentiality obligations;
 - (d) not transfer personal data outside the United Kingdom without GBIS's prior written consent and appropriate safeguards;
 - (e) assist GBIS in responding to data subject rights requests;
 - (f) notify GBIS without undue delay upon becoming aware of any personal data breach; and
 - (g) delete or return personal data upon termination of the Contract
- 13.3 The Supplier shall not appoint a sub-processor without GBIS's prior written consent

14. COMPLIANCE WITH LAWS

14.1 The Supplier shall comply with:

- (a) the Bribery Act 2010;
- (b) the Modern Slavery Act 2015;
- (c) all applicable sanctions and export control laws; and
- (d) all applicable anti-corruption laws.

14.2 The Supplier shall maintain adequate policies and procedures to ensure compliance

14.3 GBIS may terminate the Contract immediately for breach of this clause

15. FORCE MAJEURE

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 events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 24 weeks, the party not affected may terminate the Contract by giving 15 Business Days' written notice to the affected party. The affected party shall notify the other party promptly and use reasonable endeavours to mitigate the effects of the event.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, GBIS may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in GBIS' opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of Clause 6.4(e),
 - (iv) for convenience by giving the Supplier 30 Business Days' written notice.

16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

- 16.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle GBIS to terminate the Contract under this clause 16, it shall immediately notify GBIS in writing.
- 16.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of GBIS at any time up to the date of termination.
- 17. DISPUTE RESOLUTION**
- 17.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 17.
- 17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- (a) Within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
 - (b) If the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the managing directors (or persons of equivalent seniority). The managing directors (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.
- 17.4 The specific format for the resolution of the dispute under clause 17.3(a) and, if necessary, clause 17.3(b) shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 17.5 Until the parties have completed the steps referred to in clauses 17.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.
- 18. NOTICES**
- 18.1 Any notice or other communication given by a party under these Conditions shall:
- (a) be in writing and in English;
 - (b) be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - (c) be sent to the relevant party at the address set out in the Contract
- 18.2 Notices may be given, and are deemed received:
- (a) by hand: on receipt of a signature at the time of delivery;
 - (b) by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
 - (c) by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; or
 - (d) by email: at the time of transmission, provided that no automated delivery failure notification is received by the sender.
- 18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 18.1 and shall be effective:
- (a) on the date specified in the notice as being the date of such change; or
 - (b) if no date is so specified, 3 Business Days after the notice is deemed to be received.
- 18.4 All references to time are to the local time at the place of deemed receipt.
- 18.5 This clause does not apply to notices given in legal proceedings or arbitration.



19. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for GBIS only are cumulative and not exclusive of any rights and remedies provided by law.

20. TIME

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.

21. FURTHER ASSURANCE

The Supplier shall at the request of GBIS, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22. ENTIRE AGREEMENT

- 22.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

23. VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, GBIS.

24. ASSIGNMENT

The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without GBIS's prior written consent, such consent not to be unreasonably withheld or delayed.

25. SET OFF

- 25.1 GBIS shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which GBIS has with the Supplier.
- 25.2 The Supplier shall pay all sums that it owes to GBIS under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27. EQUITABLE RELIEF

The Supplier recognises that any breach or threatened breach of the Contract may cause GBIS irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to GBIS, the Supplier acknowledges and agrees that GBIS is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

28. SEVERANCE

- 28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.



28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29. WAIVER

29.1 No failure, delay or omission by GBIS in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by GBIS shall prevent any future exercise of it or the exercise of any other right, power or remedy by GBIS.

29.3 A waiver of any term, provision, condition or breach of the Contract by GBIS shall only be effective if given in writing and signed by GBIS, and then only in the instance and for the purpose for which it is given.

30. CONFLICTS WITHIN CONTRACT

30.1 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

30.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

31. COSTS AND EXPENSES

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

32. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

33. GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

34. JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).



Schedule 1
Part 1 Sample Order Form

GB Inspection Systems Ltd.

www.gbinspection.com
Tel: +44 (0)121 351 5025



Purchase Order 0000

Supplier	FULL Registered Company Name	OrderDate	00/00/0000
Address	Registered Number	Your Ref	
	FULL Address	Requested Date	00/00/0000
	Postcode	All values in GBP	

Item Code	Description	Qty	List Price	Disc %	Net Price	Line Total
	Description of goods including reference number if applicable? Delivery Required: Specification:	1	0.00	0.00	0.00	0.00

JobNumber

Goods Total	<input type="text" value="0.00"/>
Carriage	<input type="text" value="0.00"/>
Order Total	<input type="text" value="0.00"/>

All deliveries to address details below

Approved By
Vicky Kett

All pricing excludes VAT @ prevailing rates
VAT Reg No. GB405251491



SUBJECT TO OUR PURCHASE TERMS AND CONDITIONS QP-28 ISSUE 02 - AVAILABLE UPON REQUEST

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