

Definitions and Form of Contract

In these Conditions unless the context otherwise requires the following words and expressions have the following meanings:

Alun Griffiths means Alun Griffiths (Contractors) Ltd, which has placed an Order;

Applicable Laws means all laws, rules, regulations and other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in any part of UK;

Conditions means these terms and conditions;

Confidential Information means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part), whether disclosed orally or in writing before or after the date of the Contract;

Contract means a contract formed once the Supplier has accepted an Order in accordance with the provisions of these Conditions, incorporating the provisions of these Conditions and the Order;

Employment Liabilities means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Supplier (which shall, for the avoidance of doubt, include any incurred as a result of an indemnity or warranty given, or to be given, by Alun Griffiths to a New Supplier or sub-contractor);

Goods means the goods (including any part or parts of them) which the Supplier is to provide to Alun Griffiths pursuant to the Order;

Intellectual Property Rights means any patent, copyright, trade mark, service mark or trade name, right in design, image right, moral right, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights anywhere in the world in each case whether registered or not and including all applications (or rights to apply) for registration of the foregoing;

New Supplier means any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services;

Order means any order from Alun Griffiths to the Supplier for the supply of Goods in such form as Alun Griffiths may determine from time to time;

Price means the price for the Goods and/or Services as set out in the Order;

Procurement Agreement means a written agreement entered into between the Supplier and Alun Griffiths expressly incorporating these Conditions;

Services means the services which the Supplier is to provide to Alun Griffiths pursuant to the Order in accordance with these Conditions;

Site means any location where the Goods are to be delivered or the Services are to be performed;

Specification means Alun Griffiths' specification for the Goods and/or Services referred to or included in the applicable Order or otherwise;

Supplier means the person to whom the Order is addressed;

VAT means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

Drafting Conventions

- (a) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (b) References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.
- (c) References to the "Contract" in these Conditions shall, where these Conditions form part of a Procurement Agreement, be construed to also include reference to that Procurement Agreement and both or either of the "Contract" and "Procurement Agreement" as the context requires (save that this convention shall not apply in respect of such references in: (i) the definition of "Contract", (ii) Remedies (a) and (iii) Cancellation, Suspension and Termination.

Validity

The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, order acknowledgement or any other document issued by the Supplier).

The Order is an offer made by Alun Griffiths to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by Alun Griffiths, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven days of their date.

No Order shall be capable of acceptance by the Supplier unless it is an Alun Griffiths official purchase order and issued to the Supplier in writing. If there is any conflict between the terms of the Order and these Conditions, the terms of the Order shall prevail.

The parties acknowledge and agree that, in entering into any Contract, Alun Griffiths:

- (a) does not give any form of exclusivity or volume guarantee in respect of the purchase of Goods;
- (b) shall not at any time be prohibited or restricted from purchasing similar or equivalent goods and/or services from an alternative supplier which are the same as or similar to the Goods to be supplied under this Agreement.

Supplier Requirements

The Supplier agrees to comply with:

- (a) the Alun Griffiths policies including in relation to the Site(s); and;
- (b) all Applicable Laws relating to health and safety including the Health and Safety at Work Act 1974.

Delivery

Delivery of the Goods shall take place strictly in accordance with Alun Griffiths' delivery instructions (including as to date and location) whether given in the Order or separately. Where no instructions are given, delivery shall be Delivered Duty Paid (DDP).

The Supplier must deliver on the date and to the location specified in the Order. If no date(s) is specified in the Order the Goods shall be delivered as soon as practicable or as required by Alun Griffiths. Alun Griffiths is not obliged to accept delivery of the Goods before the specified delivery time.

Alun Griffiths can change its delivery instructions at any time, on paying any additional reasonable costs to be incurred by the Supplier as a result of any such change provided such costs are agreed in advance in writing by Alun Griffiths and the Supplier promptly submits proper invoices, vouchers or receipts for such costs to Alun Griffiths. Where Alun Griffiths requires the postponement or suspension of a delivery date, the Supplier shall store the Goods and, with the prior written consent of Alun Griffiths, insure them at Alun Griffiths' cost against damage, destruction or other loss.

A detailed advice note quoting the Order number shall accompany the Goods.

Alun Griffiths is not obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order. Alun Griffiths has no responsibility for Goods delivered or Services performed in excess of the Order.

The Supplier shall properly pack and secure the Goods so as to reach their destination undamaged and in good condition. Alun Griffiths is not obliged to return to the Supplier any packaging materials for the Goods.

The Supplier shall not deliver the Goods in instalments without Alun Griffiths' prior written consent. Failure by the Supplier to deliver any one instalment on time or at all shall entitle Alun Griffiths to the remedies set out at Remedies.

The Supplier shall immediately notify Alun Griffiths in writing providing all relevant details if it discovers that there is any defect in, or any error or omission in the instructions for the use and/or assembly of, the Goods which have been delivered to Alun Griffiths at any time which causes or may cause any risk of death, injury or damage to property.

Alun Griffiths' rights under these Conditions are in addition to any statutory remedies available to Alun Griffiths.

On arrival delivery drivers must report to the main site office to receive clear instruction on the location for the safe off-loading/loading of the goods under the appropriate supervision. Where traffic management details will be given, drivers entering site areas must remain accompanied at all times. The minimum Personal Protective Equipment (PPE) to be worn will include safety helmets, high visibility vest, hand and eye protection and safety footwear. To ensure compliance with the current Control of Substances Hazardous to Health Regulations (COSHH) any material of a hazardous nature supplied to The Buyer must be accompanied with a material hazard data sheet.

Acceptance of Goods

Alun Griffiths shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent.

The Supplier shall promptly keep Alun Griffiths informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Alun Griffiths.

Intellectual Property

All materials including any Specifications supplied by Alun Griffiths are the exclusive property of Alun Griffiths shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to Alun Griffiths at the Supplier's sole risk and cost. Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract shall belong exclusively, throughout the world, to Alun Griffiths.

The Supplier shall grant or procure the grant of an adequate licence to Alun Griffiths at no extra cost, of any Intellectual Property Rights which the Supplier does not own, incorporated or utilised in any work done by the Supplier for Alun Griffiths, or Goods provided, in pursuance of the Contract sufficient to enable Alun Griffiths to make full use (including to repair, maintain and update) of such work, Goods or Services.

Title and Risk in Goods

The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when title to and risk in the Goods shall pass to Alun Griffiths.

Provision of Goods

The Supplier undertakes, represents and warrants to Alun Griffiths that the Goods and their packaging and labelling shall:

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of Alun Griffiths, and shall otherwise meet the requirements of the Order and the Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of Alun Griffiths);
- (e) comply with all Applicable Laws;
- (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

The Supplier shall use its best endeavours to transfer or assign to Alun Griffiths or otherwise obtain for the benefit of Alun Griffiths any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to Alun Griffiths or otherwise providing such benefit for Alun Griffiths.

Fitness of Goods and Services and Time of Performance

In the absence of specification all goods and services supplied by the Supplier or any subcontractor shall be fit for purpose. Where British Standard Specifications are referred to they should be interpreted as the minimum standard. Time is of the essence as regards dates of delivery of goods and completion of the work. Breach of these or any other express or implied conditions of the Contract shall entitle the Alun Griffiths to terminate the Contract on the ground of the Supplier repudiation/breach thereof whether or not he has accepted the goods or services and/or to claim damages.

Remedies

Where there is any breach of the Supplier's warranty in Provision of Goods, or the Goods or any instalment of the Goods are not delivered at the specified time Alun Griffiths may (without liability to the Supplier arising out of such action), without limiting its other rights or remedies, take one or more of the following actions to:

- (a) cancel the Contract;
- (b) reject the Goods (in whole or in part) and such Goods shall be at Supplier's cost and risk from date of rejection;
- (c) refuse to accept any subsequent delivery of the Goods;
- (d) recover from the Supplier any costs reasonably incurred by Alun Griffiths in obtaining substitute goods or services from another supplier;
- (e) require the Supplier at its sole cost to replace, repair the Goods or to provide a full refund of the Price (if paid);
- (f) claim such damages as may have been incurred by Alun Griffiths as a result of the Supplier's breach of the Contract.

If Alun Griffiths exercises any right under these Conditions Alun Griffiths may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

Prices and Payment

The Price shall be fixed and shall be inclusive of all packaging, packing, labelling, export or import or other customs duties taxes or licences, insurance and delivery costs and all other costs (including card fees) incurred by the Supplier in relation to the Goods and/or Services and their delivery and/or performance unless otherwise specified in the Order.

All sums payable under the Contract are exclusive of VAT.

The Supplier may only invoice Alun Griffiths on or after delivery of the Goods (or if staged payments have been agreed by Alun Griffiths after the agreed stage has been completed to Alun Griffiths' satisfaction in accordance with the Contract) and invoices submitted early shall be deemed received on the date of delivery of the. Invoices shall be in such form and shall be submitted as Alun Griffiths specifies from time to time.

Unless otherwise stated in the Order, Alun Griffiths shall pay the Price not later than; For companies of 50 Employees or less 30 days after the end of the calendar month; For companies over 50 Employees 60 days after the end of the calendar month during which an invoice is received by Alun Griffiths.

If Alun Griffiths fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of Barclays Bank PLC accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Supplier shall reimburse Alun Griffiths in respect of any rejected Goods rejected together with any additional expenditure above the Price reasonably incurred by Alun Griffiths for obtaining replacement goods within 14 days of Alun Griffiths' written demand or, at Alun Griffiths' sole option, such monies shall be deducted from the money still to be paid by Alun Griffiths to the Supplier in relation to such Goods.

Variations

The Order is placed on a fixed price basis by Alun Griffiths. No claims for extras or price variations shall be entertained unless Alun Griffiths agrees in writing. Verbal variations of the Contract or specifications therein will not be recognised save at the absolute discretion of Alun Griffiths. Alun Griffiths shall be entitled during the execution of the Contract by notice in writing to direct the Supplier to add to or omit from or vary the goods rendered, but no such direction shall be binding until both it and any amendment in the price are agreed in writing by both parties.

Indemnity

In addition to any other remedy available to Alun Griffiths, the Supplier shall indemnify, defend and hold harmless Alun Griffiths, and their respective directors, officers and employees in full and on demand, from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

- (a) any claim made against Alun Griffiths 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 defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against Alun Griffiths by a third party arising out of, or in connection with, the supply of the Goods or Services, 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;
- (c) any claim made against Alun Griffiths 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; and
- (d) any Bribery Offence or other breach by the Supplier of Anti-Bribery Condition, including all of Alun Griffiths' cost of any investigation.

The Supplier shall provide all facilities, assistance and advice required by Alun Griffiths or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

Force Majeure

For the purposes of this Condition "Force Majeure" shall mean any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Contract including Act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction war, revolution, act of terrorism, riot or civil commotion, but excluding strikes whether of the affected party's own employees or otherwise failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

Force Majeure contd

- (a) A party will not be in breach of the Contract nor liable for any failure or delay in performance of any obligations under the Contract (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such party complies with the obligations set out in this Condition Save as provided in Condition (f), a Force Majeure will not entitle either party to terminate the Contract.
- (b) The party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- (c) The party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under the Contract.
- (d) The party affected by Force Majeure will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure.
- (e) If an event of Force Majeure results in the suspension of the provision of the Goods and/or the Services, then if the Supplier is the affected party Alun Griffiths shall not be obliged to pay the Price until such time as the event of Force Majeure shall have ceased to have effect. If the provision of the Goods and/or Services are partly suspended a pro rata amount of the Price shall be forfeit.
- (f) If Force Majeure continues for longer than one-month Alun Griffiths may, whilst the Force Majeure continues terminate the Contract on a date to be specified in that notice by notice in writing to the Supplier.

Insurance

The Supplier shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract.

Data Protection

Within this Condition "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

"Data Protection Legislation" shall mean all applicable data protection laws, including:

- (a) the Data Protection Act 1998;
- (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679, together with any implementation of the above into the law of England and Wales;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on privacy and Electronic Communications);

To the extent the Supplier Processes any of Alun Griffiths' Personal Data under or in connection with the Contract, the Supplier shall:

- (a) only Process the Personal Data in accordance with the terms of the Contract or otherwise in accordance with the documented instructions of Alun Griffiths from time to time for the purpose of the provision of the Services;
- (b) ensure that all of its personnel engaged in the provision of the Services have entered into a confidentiality agreement or nondisclosure agreement with the Supplier and that such personnel are made aware of and observe the Supplier's obligations under the Contract with regard to the security and protection of Personal Data;
- (c) implement appropriate technical and organisational measures in respect of the protection of Personal Data;
- (d) at no additional cost to Alun Griffiths, assist Alun Griffiths to fulfil its obligations to respond to requests for the exercise of rights by a Data Subject under the Data Protection Legislation;
- (e) at no additional cost to Alun Griffiths, assist Alun Griffiths in complying with its obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and the information available to the Supplier;
- (f) on termination or expiry of the Contract, at Alun Griffiths' option, either return the Personal Data to Alun Griffiths or delete the Personal Data and at Alun Griffiths' request the Supplier shall confirm in writing that this Condition (f) has been complied with in full. The provisions of this Condition (f) shall not apply to the extent the Supplier is required by Applicable Laws to retain or store the Personal Data;
- (g) make available to Alun Griffiths all information necessary for Alun Griffiths to demonstrate compliance with Alun Griffiths' obligations and the obligations of the Supplier under Article 28 of the GDPR; and
- (h) allow for and contribute to audits, including inspections, conducted by Alun Griffiths or another auditor mandated by Alun Griffiths.

To the extent Alun Griffiths has given its prior written consent for the Supplier subcontracting any of its obligations under the Contract in accordance with the General Conditions, the Supplier shall do so only by way of a written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this Condition. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if such acts and omissions were its own.

Cancellation, Suspension and Termination

If Alun Griffiths is for any reason unable to accept delivery of the Goods at the dates and/or times stated in the Order, or at all, then Alun Griffiths may by notice in writing to the Supplier cancel or suspend the delivery of any of the undelivered Goods or the performance of any of the unperformed Services. If Alun Griffiths cancels the Contract, the Supplier shall be entitled to be paid up to but no more than such portion of the price as fairly represents the work carried out and/or procured up to the date of cancellation.

Alun Griffiths may terminate the Contract for convenience at any time on 30 days' prior notice in writing.

Each party may immediately terminate the Contract by giving notice in writing to the other party if:

- (a) the other party commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (b) the other party commits a breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist;
- (c) the other party:
 - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
 - (iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
 - (iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
 - (v) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
 - (vi) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
 - (vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being levied; and/or
 - (viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition (c).
- (vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being levied; and/or
- (viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition (c).

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class domestic postal service	9.00am on the second Business Day after posting;	properly addressed prepaid and posted

Consequences of Termination

The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

Upon termination of the Contract for any reason whatsoever:

- (a) subject to the above Condition the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (c) save to the extent otherwise required by Applicable Laws, the Supplier shall make no further use of and immediately return to Alun Griffiths (or if Alun Griffiths so requests by notice in writing, destroy) all of Alun Griffiths' property in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information.
- (d) shall notify Alun Griffiths immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Condition. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and

Consequences of Termination (contd)

- (e) allow for and contribute to audits, including inspections, conducted by Alun Griffiths or another auditor mandated by Alun Griffiths

The Supplier acknowledges and agrees that any breach of the provisions of this Condition shall be a material breach of the Contract which is incapable of remedy and without prejudice to Alun Griffiths' right to immediately terminate the Contract in accordance with the Cancellation, Suspension and Termination Condition and any other right or remedy Alun Griffiths may have, Alun Griffiths may immediately cease all payments to the Supplier.

Anti-Bribery

The Supplier undertakes that it:

- (a) has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence");
(b) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010;
(c) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010; and
(d) will cooperate to the fullest extent with Alun Griffiths and/or any authorities in any investigation into suspected or alleged Bribery Offences and assist Alun Griffiths in complying with any requests from relevant authorities.

The Supplier agrees that it:

- (a) has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, subcontractor or agent or other third party working on behalf of the Supplier or any Group Company) (an "Associated Person") from committing a Bribery Offence (including the provision of anti-bribery and anti-corruption training);
(b) shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence;
(c) shall not do or permit anything to be done which would cause Alun Griffiths or any of Alun Griffiths' employees, subcontractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act;

Confidentiality

Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party.

General

The Contract is personal to the Supplier. The Supplier shall not assign, subcontract, transfer or charge any aspect of the Contract without the prior written consent of Alun Griffiths.

No third party has any rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any third party.

The Supplier shall not pledge the credit of Alun Griffiths nor represent itself as being Alun Griffiths nor an agent, partner, employee or representative of Alun Griffiths and the Supplier shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of Alun Griffiths. Nothing in the Contract and no action taken by the parties pursuant to the Contract creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

The Supplier shall not exercise any right of lien, over any Goods, any materials relating to the Services or otherwise, in respect of any sums owed by Alun Griffiths to the Supplier under the Contract or otherwise.

The Supplier shall immediately notify Alun Griffiths upon the occurrence of a change of Control of the Supplier. For the purposes of this sub-Condition, "Control" shall mean that a person possesses, directly or indirectly, the power to direct or cause the direction of affairs and policies of the other person (whether through ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise).

Severability of Provisions

If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

Waiver

Any waiver of any breach of the Contract shall be in writing. Any failure by either party to enforce or exercise any of its rights and remedies in respect of the Contract shall not be construed as a waiver of that party's right to enforce or exercise that right in future or other rights and remedies under the Contract.

Principal Contract

The principal contract between Alun Griffiths and the employer, person, firm or authority for the performance of which Alun Griffiths orders the goods or services specified in the Order is available for inspection by the Supplier on appointment at Alun Griffiths' head office. The conditions and specifications of the principal contract shall insofar as consistent with the Order, and these conditions be deemed incorporated in these conditions, so that the respective rights and duties of Alun Griffiths and the employer shall become the respective rights and duties of Alun Griffiths and the Supplier so far as goods or services comprised or referred to in this Order are concerned, and that where the decision or certificate of the architect or engineer under the principal contract is made final and binding it shall also be final and binding insofar as it relates to goods or services supplied under the Order. Where under the terms of the principal contract the rights of the employer or Alun Griffiths are subject to a decision or opinion or certificate of the architect, engineer or third party, there shall be substituted for the purpose of the goods or services supplied by the Supplier the decision or opinion or certificate of the Buyer.

Assignment

The Contract shall not be assigned by the Supplier nor sublet as a whole. The Supplier shall not sublet any part of the work without Alun Griffiths' written consent, which shall not be unreasonably withheld. This restriction shall not however apply to subcontracts for materials, minor details, or for any goods of which the makers are named in the Contract.

Design and Professional Indemnity

The Supplier confirms that if its services include a design element, its price is fully inclusive of all design costs including provision of such drawings, specifications and other design documents as Alun Griffiths may from time to time request. The Supplier confirms that it shall take out and maintain professional indemnity insurance or product liability insurance in relation to the design of the Goods to a minimum amount of £2,000,000 or other such greater amount detailed in any contract documentation provided with the Order. The cover shall apply to each and every claim for a period of 12 years from the date of delivery of the Goods to Alun Griffiths. No approval comment review or inspection of the seller's design by Alun Griffiths shall limit or discharge the liability of the Supplier to Alun Griffiths under this contract.

UKCA Marking (Construction Products Regulation 2011)

As from 1 July 2013, it is the manufacturers' responsibility to ensure that construction products placed on the market in the UK and conforming to Annex ZA of a harmonised standard (hEN) or an ETA are accompanied by a DoP and have marking.

UK left the single market at the end of 2020, the trade deal signed in December 2020 did not change this. The UK markets now have a separate regulatory system for product compliance. To this end, the UK has adopted the CE Marking regulations, adapting them to use for the UKCA mark. Technical requirements for products and most certification procedures have not changed. The UK will continue to accept the CE mark until the 31st December 2021.

The UKCA marking system becomes mandatory on 1st Jan 2022 and will replace CE marking in the UK.

Additional markings and marks may be permitted provided that:

- (a) they fulfil a different function from that of the CE marking;
(b) are not liable to cause confusion with it;
(c) do not reduce its legibility and visibility.

Law of Contract and Jurisdiction

The Contract, these Conditions and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

Notices

(a) Any notices sent under the Contract must be in writing.
(b) Notices may be served in the ways set out in the table below at the relevant party's registered office (if it is a company) or its principal place of business (in any other case) or at such other address as the relevant party may give notice to the other party
for the purpose of service of notices under the Contract and, the following table sets out the respective deemed time and proof of service: