



Pegler Yorkshire



TERMS & CONDITIONS OF PURCHASE



GENERAL TERMS AND CONDITIONS OF PURCHASE OF PEGLER YORKSHIRE GROUP LIMITED

1. Definitions

- 1.1. **"Customer"**: Pegler Yorkshire Group Limited (registered in England and Wales with company number 00401507) with its registered office at St. Catherine's Avenue, Doncaster, South Yorkshire, DN4 8DF United Kingdom.
- 1.2. **"Contractor"**: the supplier or service provider concluding, or wishing to conclude, an Agreement with the Customer.
- 1.3. **"Delivery or deliveries"**: all services and/or goods to be provided and/or work to be performed as set out in the Agreement.
- 1.4. **"Agreement"**: a purchase agreement between the Customer and the Contractor for the sale and purchase of the Delivery in accordance with these general terms and conditions of purchase.

2. Applicability general terms and conditions of purchase

- 2.1. These general terms and conditions of purchase shall apply to all Agreements and to all legal acts relating to the formation thereof. Every reference to the Agreement also contains a reference to these general terms and conditions of purchase unless the context expressly indicates otherwise.
- 2.2. Deviations from, or additions to, these general terms and conditions of purchase require the express written consent of the Customer.
- 2.3. Any terms and conditions of delivery or other conditions of the Contractor are expressly excluded unless the Customer accepts these conditions explicitly in writing and the Contractor waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Contractor that is inconsistent with these general terms and conditions of purchase.
- 2.4. If authorised persons of the Customer and the Contractor conclude further written agreements on a Delivery, these further written agreements shall prevail, to the extent that those agreements deviate from these general terms and conditions of purchase.
- 2.5. If one or more provisions of these general terms and conditions of purchase or the Agreement are found to be void or invalid by the Court, the other provisions of these general terms and conditions of purchase or the Agreement shall maintain their legal effect. The Parties shall consult on the provisions that are void or invalid in order to make alternative arrangements that, to the extent possible, will be consistent with the purpose and intent of the provisions that are void or invalid.

3. Formation of the Agreement

- 3.1. The Agreement between the Customer and the Contractor will be formed the moment the Contractor has accepted, in writing, the purchase order submitted by the Customer or the Contractor doing any act consistent with fulfilling the Customer's order.
- 3.2. The Customer reserves the right to withdraw the order placed by the Customer or to withdraw the purchase order placed, if the Contractor fails to confirm the order in writing within one (1) calendar week after receipt of the order by means of an order confirmation.
- 3.3. If the order confirmation deviates from the original order or purchase order, the Customer will only be bound if the Customer expressly states in writing to agree with the deviation. Receipt of the Delivery by the Customer and payments made by the Customer do not imply acknowledgement of the deviations. Any documentation received by the Customer with any quotation and samples will not be returned by the Customer.

4. Prices

- 4.1. The agreed prices are as stated in the Customer's order or purchase order, excluding VAT (which the Customer shall additionally be liable to pay to the Contractor at the prevailing rate, subject to the receipt of a valid VAT invoice) and including all other costs relating to the Delivery, including but not limited to: insurance, overhead, packaging, transport, delivery, administration, shipping, call-out and connection charges.
- 4.2. If the Contractor, during the term of the Agreement, charges one or more customers lower prices and/or rates for the services or goods to be provided, comparable in nature and size to the Deliveries, the Contractor will also charge these lower prices and/or rates to the Customer.
- 4.3. The adjustment as referred to in article 4.2 shall apply as of the date on which the Contractor started charging these lower prices. The Contractor shall inform the Customer of its own volition about these lower prices and/or rates and shall forthwith credit the overpaid amount.
- 4.4. To ascertain whether the Contractor acts in accordance with the provisions of this article, the Customer has the right to periodically conduct a check of the records of the Contractor.

5. Invoicing and payment

- 5.1. Invoicing by the Contractor will be carried out after the Delivery has been made.
- 5.2. Invoices shall at least include:
 - the number of the delivery / order specified per position, stating the position number/numbers and article number/numbers;
 - a specified description of the Delivery;
 - the address where the Delivery has been made or carried out;
 - the date on which the Delivery has been carried out or actually has been made, the number of hours worked, the wage costs per hour and the materials used (stating the unit prices).

As long as this information is missing, the Customer has the right to suspend the payment obligation. Duplicates of an invoice shall be marked as such.

- 5.3. The Customer shall pay the Contractor's correctly rendered invoices within sixty (60) calendar days after end of the month of invoice, unless otherwise agreed in writing.
- 5.4. If the Customer pays an invoice within fifteen (15) working days after receipt of the invoice, the Customer is entitled to deduct a discount of two (2) % of the total invoiced amount.
- 5.5. Payment by the Customer in no way constitutes a waiver of any right to reconsider the performance of the Delivery.
- 5.6. The Customer has the right at any time, without limiting any of its other rights or remedies, to offset any liability of the Contractor to the Customer against the liability of the Customer to the Contractor.
- 5.7. If the Customer so requests, the Contractor will pay a deposit or will provide a bank or parent company guarantee to guarantee the due and punctual performance of the Agreement by the Contractor, to be determined by the Customer before the Customer makes goods available or in case of a full or partial advance payment for the Delivery.

6. Delivery

- 6.1. In case of delivery of goods, unless otherwise agreed in writing, the Delivery will be made at the address of the Customer in accordance with the applicable Incoterm 2010, as stated by the Customer in writing, without prejudice to the provisions of these general terms and conditions of purchase.
- 6.2. Partial deliveries are not permitted unless the Customer has agreed in writing to the same. Where partial deliveries are agreed, they may be invoiced and paid for separately. However, failure by the Contractor 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 article 13 in respect of the whole Agreement.
- 6.3. The delivery date/dates or delivery period/periods of the Agreement as specified in the Customer's order or purchase order, are agreed and considered to be strict and final and apply to the complete Delivery, including the accompanying drawings or other documents. Time of delivery is of the essence of the Agreement.
- 6.4. If there are circumstances as a result of which it can be expected that an agreed delivery date/dates or period shall be exceeded, the Contractor shall immediately inform the Customer.
- 6.5. If the Contractor exceeds any agreed delivery date/dates or period/periods, the Customer has the right, without prior notice of default, to claim or deduct one (1) % of the price of the Delivery per calendar week by way of liquidated damages, up to a maximum of ten (10) %, which will be due on demand. If the Customer exercises its rights under this condition 6.5, it shall not affect any rights or remedies it may have in respect of the Delivery's condition.
- 6.6. Delivery of goods shall be completed on the completion of unloading the goods at the delivery location.
- 6.7. If the Customer, for any reason whatsoever, is unable to accept a Delivery on the agreed delivery date, the Contractor shall suspend the delivery at the request of the Customer, for a maximum period of 12 calendar weeks without the Customer being liable to pay any damages to the Contractor.
- 6.8. If the Contractor delivers 5% less than the quantity of Goods ordered, the Customer may reject the Goods.
- 6.9. If the Contractor delivers more than 5% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Contractor's risk and expense.
- 6.10. If the Contractor delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Delivery.

7. Packing and shipment

- 7.1. The Contractor shall package the goods to be delivered as economically, environmentally-friendly, safely and carefully as possible and in such a manner that the shipment can be handled during transport and unloading. The Contractor shall ensure that the Delivery will reach the place of destination in good condition. Special packaging that should be returned to the Contractor must be marked as such. Any such packaging material shall be returned to the Contractor at the cost of the Contractor.

- 7.2. The packaging, the transport, the storage and the processing of the Delivery must comply with the applicable laws and regulations in the field of safety, environment and working conditions. If there are safety data sheets for a Delivery or the packaging, the Contractor shall always immediately provide these sheets with the Delivery.

- 7.3. The Contractor shall mark the shipment with at least the reference number and the number of packages as well as the correct name and address details of the delivery address. The outside of the packages shall be provided with a packing list indicating the content of the shipment. A Delivery that does not meet these requirements may be refused by the Customer.

8. Transfer of ownership and risk

- 8.1. In case of delivery of goods, even in case of maintenance, replacement of parts or otherwise, the ownership of the delivered goods or the goods to be delivered will be transferred to the Customer at the time that the goods to be delivered are identified and/or separated as being designated for the Customer, at the location of the Contractor.
- 8.2. In case of deliveries taking place to perform services, the delivery is at the Customer's risk at the time of completion of the work. In all other cases, the delivery is at the Customer's risk at the time the delivery has been accepted by the Customer.
- 8.3. In the event that the delivery is returned to the Contractor as a result of rejection of the delivery by the Customer, the risk of the delivery in question will again rest with the Contractor as of the moment the delivery is despatched back to the Contractor.

9. Inspections

- 9.1. The Customer (incl. its officers) has the right but not the obligation to inspect or examine the Delivery, or to let a third party inspect or examine the Delivery on its behalf, before or upon the Delivery. The Contractor shall provide all the assistance needed for this purpose. The Contractor shall remain fully responsible for the Delivery despite any such inspection or examination and cannot derive any rights vis-a-vis the Customer from the results of an inspection as referred to in this article 9.1 or an inspection carried out by the Contractor prior to Delivery and any such inspection or testing shall not reduce or otherwise affect the Contractor's obligations under the Agreement.
- 9.2. All costs associated with inspections and reinspections shall be borne by the Contractor, except the costs of the officers designated by the Customer to carry out the inspection.
- 9.3. The Contractor shall provide the Delivery with a unique (batch) number to be able to trace the raw materials, the processing and test/inspection results of the Delivery. Mixed batches may be refused. At the first request of the Customer, the Contractor shall submit the documentary evidence relating to the origin of the raw materials.

10. Contract variations

- 10.1. The Customer has the right to adjust the size and/or capacity of the Delivery, even if this results in variations to the Agreement.
- 10.2. If the Contractor believes that the adjustment will affect the agreed price or delivery period, it shall forthwith inform the Customer in writing and in case of additional work submit a written offer in respect of the price and/or the delivery period as well as the consequences for the other work to be performed by the Contractor.
- 10.3. If in the event of such an adjustment no agreement is reached on a new price and/or delivery period, the Customer has the right to terminate all or part of the Agreement without being liable for any of the associated damage or costs.
- 10.4. Additional work will only be performed by the Contractor following written instructions from the Customer. Additional work in any case does not include additional work the Contractor could or should have anticipated upon conclusion of the Agreement in order to be able to provide the agreed performance and functionality/functionality of the work resulting from a breach by the Contractor. No payment is due for additional work that has been performed without written instructions from the Customer.

11. Personnel of the Contractor

- 11.1. In the event of services, the Contractor shall ensure that the relevant personnel have the skills, experience and knowledge required for the performance of the tasks assigned to it. The Contractor shall make every effort to perform the services to best industry standards in the most cost-efficient manner.
- 11.2. The Contractor shall only use its own personnel, except for the situation in which the Customer has given its prior written consent for the use of others.
- 11.3. If a member of the Contractor's personnel in the reasonable opinion of the Customer is not suited for the provision of the services or the performance of the work and/or performs unsatisfactorily, the Contractor shall

arrange for replacement immediately, without any additional costs and at the first request to this effect from the Customer.

- 11.4. If the Contractor's personnel or subcontractors enter on any premises of the Customer in connection with the Agreement, the Contractor shall indemnify the Customer on demand 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 professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with any loss damage or injury to persons or property arising out of any act or omission, negligent or otherwise, of the Contractor, its personnel or subcontractors.

12. No exclusivity and/or minimum purchase

- 12.1. The Customer is always allowed to hire other Contractors for the Delivery unless for a particular Delivery it has explicitly been agreed in writing, in a separate paragraph of the order with the title: "Exclusivity of Delivery", between the Customer and the Contractor, that the Delivery will be made on an exclusive basis.
- 12.2. The Customer is never obligated, now or in the future, to accept or place orders for a minimum amount of goods, activities or work unless this has explicitly been agreed in writing, in a separate paragraph of the order with the title: "Minimum volume obligation".

13. Warranty

- 13.1. The Contractor warrants that the Delivery:
- will be of good quality and free of defects for the duration of the warranty period determined in accordance with article 13.6 and in case of performance of work will be carried out by personnel with the requisite skills, experience and knowledge required to perform the tasks assigned and with the use of new and sound materials;
 - fully complies with the provisions of the Agreement, the description and specifications stated or expressly referred to in the Customer's order or purchase order and the reasonable expectations of the Customer in respect of the characteristics, the quality and reliability of the Delivery;
 - is suitable for the purpose of the Delivery as is evident from the nature of the goods or services or from the delivery or order, or held out by the Contractor or made known to the Contractor by the Customer expressly or by implication, and in this respect the Customer relies on the Contractor's skill and judgement;
 - meets the applicable legal requirements and the applicable governmental regulations;
 - meets the accepted norms and standards in the relevant branch of trade and industry;
 - in accordance with the statutory European directives complies with the CE marking and the EC declaration of conformity for machinery / safety components or "manufacturer's declaration" whereby the Contractor shall provide the EC declaration of conformity;
 - if applicable to the Delivery is ISO 14001 certified; and
 - continuously applies and warrants the principles and guidelines of ISO 26000.
- 13.2. If the Agreement refers to technical, safety, quality, environmental or other regulations and documents not appended to the Agreement, the Contractor is deemed to be aware of these regulations unless the Contractor promptly notifies the Customer in writing that it is not. The Customer then shall provide the Contractor with further information about these regulations and documents.
- 13.3. The Contractor shall at its own risk and expense arrange for timely obtaining the consents, permits or licences required for the performance of the Agreement and for the compliance with the conditions specified therein.
- 13.4. If within the warranty period determined in accordance with article 13.6, the Delivery is found not to comply with the provisions of article 13.1 of these general terms and conditions of purchase, the Contractor at its own expense, on the first demand and at the option of the Customer, within one (1) calendar week, shall provide a full refund of the price of the Delivery, replace, repair or again perform the Delivery, without prejudice to the other rights of the Customer under the Agreement or by law.
- 13.5. If the Delivery does not comply with the provisions of article 13.1 and either (a) in the reasonable opinion of the Customer immediate repair or replacement is required and the Contractor is unable to immediately carry out the repair or replacement, or (b) the Contractor after the period referred to in article 13.4 fails to fulfil its warranty obligations, the Customer has the right to let the repair or the replacement be carried out by a third party, without prejudice to the other rights of the Customer according to the law. The associated costs and any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Contractor's failure to carry out its obligations under the Agreement shall be borne by the Contractor. The Contractor shall pay these costs to the Customer within thirty (30) calendar days after the Customer has sent a specified invoice.

- 13.6. If the Parties have not agreed on a written warranty period, the warranty period will be five (5) calendar years after the date of delivery of the goods and/or completion of the work. For goods intended to be incorporated in the Customer's goods, installations or systems, the warranty period will only commence at the time of completion or delivery of those goods, installations or systems, on the understanding that the warranty period will end no later than seven (7) calendar years after the date of delivery of the goods to the Customer.

- 13.7. A new warranty period will apply to parts that have been replaced, repaired or again performed, equal to the original warranty period.

- 13.8. The Customer's rights and remedies under these general terms and conditions of purchase are in addition to its rights and remedies implied by statute and common law.

14. Force majeure

- 14.1. The Contractor can only rely on force majeure vis-a-vis the Customer if it informs the Customer of the plea of force majeure as soon as possible, but no later than within 24 hours after the circumstance has occurred which led to the plea of force majeure, in writing, on submission of the documentary evidence.
- 14.2. Force majeure does not include in any case: illness of personnel, delay caused by suppliers or otherwise late provision of materials or personnel, material scarcity or unsuitability of materials, inability to obtain the required licences or consents and strikes (both organized and unorganized).
- 14.3. If the period of delay or non-performance caused by the force majeure event continues for such a period that the Customer needs to secure alternative supplies from elsewhere, the Customer may terminate the Agreement immediately by giving written notice to the Contractor.

15. Liability

- 15.1. The Contractor is liable for all direct and indirect damage, including loss of profits, incurred by the Customer as a result of failure to perform the Agreement by the Contractor or late or improper performance of the Agreement by the Contractor or violation of any other contractual obligation or an unlawful act by the Contractor ("Contractor Default"). The Contractor shall indemnify the Customer on demand 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 professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with any claim by third parties attributable to a Contractor Default.
- 15.2. The Contractor shall take out sufficient insurance with a reputable insurance company for its liability under the law and/or Agreement vis-a-vis the Customer and keep it insured and furthermore take out insurance for all on normal conditions insurable risks of its business operations and keep these insured.
- 15.3. At the request of the Customer, the Contractor shall forthwith submit a (certified copy) of the policies and proof of premium payment. The Contractor hereby assigns in advance to the Customer all claims to payment of insurance proceeds insofar as related to the damage for which the Contractor is liable towards the Customer.
- 15.4. In case of liability of the Contractor as referred to in this article, the Contractor shall also be liable for all legal costs (calculated on a full indemnity basis) and all other professional costs and expenses reasonably incurred by the Customer in order to obtain payment of its claim.

16. Free-issue materials and tools

- 16.1. The Contractor acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Contractor ("Customer Materials") and all rights in the Customer Materials are and shall remain the exclusive property of the Customer.
- 16.2. The Contractor shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition and identified as belonging to the Customer until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.
- 16.3. Any surplus Customer Materials, including scrap and swarf, shall be fully segregated and disposed of, or returned to the Customer, in accordance with the Customer's directions.
- 16.4. Any tools (such as jigs, dies etc) which the Contractor may construct or acquire specifically in connection with the Agreement and for which the Contractor makes any charge to the Customer, shall be and remain the Customer's sole and unencumbered property and the Customer may at any time require delivery of such tools to the Customer.

17. Termination of the Agreement

- 17.1. Without prejudice to the Customer's other rights, the Customer has the right to terminate the Agreement without further notice of default being required, in part or in whole,

with immediate effect by giving written notice to the Contractor, if:

- The Contractor fails to fulfil one or more obligations arising from the Agreement;
- the Contractor has been declared insolvent, bankrupt, 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;
- there is a change of control over the Contractor's company as a result of merger or acquisition.

- 17.2. In case of termination, the Customer can, at its option, require the Contractor to collect the goods, in which case risk for the goods already delivered will remain with the Contractor and the Contractor shall forthwith refund the payments already made by the Customer in respect of the terminated Agreement. In addition, the Contractor shall immediately return the goods made available by the Customer in the context of this Agreement, payable by the Contractor, and also immediately deliver to the Customer all Customer Materials.

- 17.3. In case of termination, pursuant to article 17.1, without prejudice to the other rights of the Customer under the Agreement or by law, the Customer is entitled to:

- reimbursement by the Contractor of the extra costs the Customer has to incur for purchasing or repurchasing goods that have not yet been delivered or a reasonable replacement of goods not received and/or kept by the Customer;
- have the work to still be performed according to the Agreement carried out by third parties, at the expense of the Contractor;
- withhold an outstanding part of the total price of the Delivery as security for the fulfilment of the warranty obligations of the Contractor; and
- all claims the Customer may have or acquire against the Contractor under this article shall be immediately due and payable.

- 17.4. Without prejudice to the provisions of the preceding paragraphs, the Customer shall at all times be entitled to terminate the Agreement, in whole or in part, with immediate effect by giving the Contractor written notice, whereupon the Contractor shall discontinue all work on the Agreement. In such an event, the Customer shall only reimburse the Contractor for the demonstrable costs incurred prior to the termination (excluding loss of anticipated profits or any indirect or consequential loss).

- 17.5. Termination of the Agreement, however arising, shall not affect any of the Customer's rights and remedies that have accrued as at termination.

- 17.6. Articles that expressly or by implication survive termination of the Agreement shall continue in full force and effect.

18. Intellectual property rights

- 18.1. Subject to article 18.2, if the Delivery or the accompanying documentation are subject to intellectual property rights, the Customer acquires the right, free of charge, by means of a fully paid up, non-exclusive, worldwide, perpetual licence from the Contractor to use, copy and modify the Delivery and/or the accompanying documentation.

- 18.2. All intellectual property rights arisen as a result of the execution of the Delivery by the Contractor, its personnel or third parties engaged by the Contractor for the performance of the Agreement, vest in and belong to the Customer.

- 18.3. On the first request by the Customer, the Contractor shall do all that is necessary for the acquisition and safeguarding of these rights and to transfer and vest in the Customer ownership of these rights.

- 18.4. The Contractor warrants that the Delivery does not infringe any intellectual property rights of third parties. The Contractor indemnifies the Customer on demand against claims from third parties based on (actual or alleged) infringements in this respect and shall indemnify the Customer on demand against any 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 professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with such (actual or alleged) infringement.

19. Obligation of confidentiality and obligation to provide information

- 19.1. The Contractor 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 to it (directly or indirectly) by the Customer and any other confidential information concerning the Customer's business, its products and services which the Contractor may obtain, except that the Contractor may disclose such confidential information to

those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Contractor's obligations under the Agreement and as is required by law, any governmental or regulatory authority or by a court of competent jurisdiction.

19.2. The Contractor shall bind its personnel and the third parties engaged by the Contractor to fulfil this obligation of confidentiality as though they were a party to the Agreement and guarantees that these persons will fulfil this obligation.

19.3. The Contractor makes no public announcements relating to the Agreement and/or the Delivery except with prior written permission of the Customer.

19.4. The Contractor shall make available to the Customer any electronic and written information it has in its possession within the context of the performance of the Agreement, within ten (10) calendar days of termination of the relevant work.

20. EU/US export regulations

20.1. If in a Delivery technology is processed falling under the "US Export Administration Regulations" or under export regulations of the EU or an EU Member State, the Contractor shall inform the Customer thereof in accordance with the relevant provisions.

21. Encumber, transfer and subcontract

21.1. The Contractor does not have the right to assign, mortgage, charge or deal in any other manner any rights or obligations under the Agreement without the prior written consent of the Customer.

21.2. The Contractor does not have the right, without the prior written consent of the Customer, to subcontract or transfer the execution of the Delivery, in whole or in part, to third parties. If the Customer consents to any subcontracting or transfer by the Contractor, the Contractor shall remain responsible for all the acts and omissions of such third parties as if they were its own.

21.3. The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Agreement.

22. Suspension and set-off

22.1. The Contractor does not have the right to suspend any obligation under the Agreement, in whole or in part.

22.2. The Contractor does not have the right to offset any liability of the Customer to the Contractor against any liability of the Contractor to the Customer.

23. Governance and integrity

23.1. The Contractor shall observe all relevant laws and regulations in its business operations in general and in the execution of the Delivery in particular, explicitly including, but not limited to, the provisions on competition, export control and sanctions, bribery, modern slavery, environment and safety.

23.2. The Contractor is also bound to the most recent version of the Supplier Code of Conduct of Aalberts Industries N.V. as published on the website www.aalberts.com/suppliercode. If the Contractor at any time does not (fully) comply with this code or threatens to not (fully) comply with this code, the Contractor shall immediately inform the Customer hereof in writing.

24. General

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

24.2. Except as set out in article 2.3, no failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. Applicable law and disputes

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

25.2. Any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation between the Customer and the Contractor shall be exclusively settled by the courts of England and Wales.

26. Translation

26.1. In case of discrepancies between these general terms and conditions of purchase in the English language and translations thereof, the English version shall be binding.



Pegler Yorkshire

Follow us on



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