

## Greengate Spring Limited Terms and Conditions of Sale

### 1. Scope

- (1) The Buyer wishes to purchase the Goods from Greengate Spring Limited (trading as Greengate Spring) (the 'Seller').
- (2) The Supplier has the resources to supply the Goods.
- (3) The Supplier is willing to supply the Goods and the Buyer is willing to purchase the Goods, all subject to the provisions of these terms and conditions.

### 2. Definitions

- 'Buyer' means any natural person or other legal entity which orders, buys or receives Goods from the Supplier.
- 'Buyer's Provisions' has the meaning given in Clause 4.1.
- 'Conditions' has the meaning given in Clause 14.4.
- 'Delivery Date' means the date appearing on the quotation.
- 'Goods' means quality assured drinking water from the Seller's spring.
- 'Order' has the meaning given in clause 3.1.
- 'Price' has the meaning given in clause 7.
- 'Quotation' means the document sent by the Supplier to the Buyer setting out the details of the Goods requested by the Buyer giving details of the volume of goods and the price per litre of the Goods.
- 'Supplier' means Greengate Spring Limited (Company No. 07170848) registered office Greengate Road, Keighley, West Yorkshire BD21 5LH, trading as Greengate Spring.

### 3. Order

- 3.1 Order means any order placed by the Buyer for supply of Goods by the Supplier to the Buyer (including a standing order and website order).
- 3.2 The Buyer orders, and the Seller agrees to sell, the Goods at the Price for delivery by the Delivery Date ex-works.
- 3.3 The quantity of the Goods are set out in the quotation
- 3.4 Subject to manifest error the reading of the Supplier's volume meters on site will be binding as to the quantity of Goods supplied to the Buyer.

### 4. Conditions applicable

- 4.1 The express provisions of these terms and conditions shall apply to the sale of the Goods by the Seller to the Buyer. Any provisions not set out in these terms and conditions, including those of the Buyer which the Buyer applies or purports to apply, shall not be the terms and conditions concerning the sale of the Goods by the Seller to the Buyer, however such provisions are introduced (including but not limited to provisions included on purchase order(s), confirmations of order or similar documents) ('Buyer's Provisions'). For the avoidance of doubt, the Buyer acknowledges and agrees that the Seller shall not be bound by any of the Buyer's provisions.
- 4.2 An order for the Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to the provisions of this Agreement.
- 4.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these terms and conditions.
- 4.4 Any variation to the provisions of these terms and conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Seller.

### 5. Descriptions

- The Buyer acknowledges and agrees that any description which is given or applied to the Goods:
- 5.1 Is only for the purpose of identifying the goods; and
  - 5.2 Shall not make this Agreement a sale by description; and
  - 5.3 Is not relied on by the Buyer when entering into this Agreement.

### 6. Sample

- The Buyer acknowledges and agrees that where a sample of the Goods have been shown and/or inspected by the Buyer:
- 6.1 The sole purpose of so doing was to enable the Buyer to judge the quality of the bulk; and
  - 6.2 Does not constitute a sale by sample.

### 7. Price

- The Buyer shall pay the Price for the Goods which cannot be varied without the prior written authorisation of the Seller.
- 7.1 Price means the price as specified in the Supplier's quotation to the Buyer.
  - 7.2 Prices, discounts, offer terms published by the Supplier are subject to variation by the Supplier at any time without notice.

### 8. Payment

- 8.1 Payment for the goods shall be made within 30 days of invoice.
- 8.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Buyer.
- 8.3 If payment is not received by the due date, the Seller shall be entitled:
  - 8.3.1 To charge interest on the outstanding amount at the rate of 8% per annum pursuant to Section 69 of the County Courts Act 1984;
  - 8.3.2 To require that the Buyer make a payment in advance of any delivery not yet made;
  - 8.3.3 Not to make any delivery.

### 9. Delivery

- 9.1 The Seller shall deliver the Goods ex works.
- 9.2 The Buyer is responsible for all transport of the goods from the Supplier's premises.
- 9.3 The Supplier will deliver the goods at its premises through a WRAS approved standard hose (having a 2 inch internal, 2.5inch external instantaneous hose connector). It is the Buyer's responsibility to ensure that its dedicated drinking water tanker has all relevant adaptors in order to enable it to take delivery.
- 9.4 Only dedicated drinking water tankers will be allowed onto the Seller's premises to take delivery. It is the Buyer's responsibility to ensure that any tanker sent by it to collect any delivery is clean and a dedicated drinking water tanker. Whilst any non-dedicated drinking water tanker will not be allowed on site the Seller accepts no liability for the quality of the Goods after they have left the Seller's WRAS approved standard hose whether delivery is into a dedicated drinking water tanker or not.

### 10. Risk

The risk in the Goods shall pass to the Buyer at the time the Goods leave the Seller's WRAS approved standard hose.

### 11. Property

The property in the goods shall not pass to the Buyer until the Seller has received the payment of the Price (and any other sums that are due or owing to the Seller) in full whether or not delivery has been made.

### 12. Acknowledgment of examination

- The Buyer acknowledges and agrees:
- 12.1 The Seller has given the Buyer a reasonable opportunity to inspect the Goods;
  - 12.2 That the Buyer has inspected the Goods;
  - 12.3 That the Buyer has satisfied himself as to the condition of the Goods;
  - 12.4 That the Seller has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;

- 12.5 That all conditions or warranties, express or implied (whether by statute or otherwise) are expressly excluded;
- 12.6 That delivery of the Goods to the Buyer shall be conclusive evidence that the Buyer has examined the Goods and that the Goods are in conformity with the contract description, in good order and condition, of satisfactory quality and fit for any purpose to which they may be required.

### 13. Defects

- 13.1 The Seller will make good by the supply of a replacement, defects which, under proper use, appear in the Goods within a period of 7 days after the Goods have been delivered, provided that:
  - 13.1.1 the Buyer notifies the Seller in writing of the claimed defects immediately on their appearance; and
  - 13.1.2 the Seller is satisfied that the defects arise solely from faulty materials.
- 13.2 The replacement Goods will be delivered to the Buyer to the original place of delivery, but otherwise subject to the provisions of these terms and conditions.
- 13.3 As an alternative to Clause 13.1, the Seller shall be, in its absolute discretion, entitled to return the Price to the Buyer if the Buyer has already paid the Price when the claimed defect is notified by the Buyer to the Seller.
- 13.4 The remedy provided in this Clause 13 is without prejudice to the other provisions of these terms and conditions, including without limitation, Clause 14 below.

### 14. Liability

- 14.1 The Seller shall not incur or accept any liability concerning any representation made by the Seller (or made on the Seller's behalf) to the Buyer (or any person acting on behalf of the Buyer) where such representation was made or given in relation to the Conditions;
- 14.2 The Seller shall not accept any liability to the Buyer concerning any express term or provision where such a term relates to the Conditions;
- 14.3 All terms, conditions or warranties implied by statutory or common law relating to the Conditions are excluded to the fullest extent permitted by law;
- 14.4 The 'Conditions' shall mean:
  - 14.4.1 the correspondence of the goods with any description; and/or
  - 14.4.2 the quality of the goods; and/or
  - 14.4.3 the fitness of the goods for any purpose(s) whatsoever (whether made known to the Seller or not).

### 15. Cancellation

Cancellation of orders will only be accepted on condition that all expenses incurred by the Seller up to the time of cancellation, including loss of profits, will be reimbursed in full by the Buyer forthwith.

### 16. General

- The Seller shall not be responsible for any delay or failure to fulfil any of its obligations under the Contract nor be liable for any loss or damage suffered or incurred by Buyer by any act of God, war, government or parliamentary restriction, import or export regulation, strike, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, unavailability of goods late or non-delivery of any supplies or any other cause whatsoever beyond the control of the Seller.
- 16.1 Amendments  
These terms and conditions may only be amended in writing signed by duly authorised representatives of the Parties.
  - 16.2 Waiver  
No failure or delay by the Seller in exercising any right, power or privilege under these terms and conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights and remedies provided by law.
  - 16.3 Agency, partnership etc  
These terms and conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in them. Neither party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
  - 16.4 Severance  
If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of the contract between the parties.
  - 16.5 Interpretation  
In this Agreement unless the context otherwise requires:
    - 16.5.1 Words importing any gender include every gender;
    - 16.5.2 Words importing the singular number include the plural number and vice versa;
    - 16.5.3 Words importing persons include firms, companies and corporations and vice versa;
    - 16.5.4 Reference to numbered clauses and schedules are references to the relevant clause in or schedule to these terms and conditions;
    - 16.5.5 Any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
    - 16.5.6 The headings to the clauses, schedules and paragraphs of these terms and conditions are not to affect the interpretation;
    - 16.5.7 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;
    - 16.5.8 Where the word 'including' is used in these terms and conditions it shall be understood as meaning 'including without limitation'.
  - 16.6 Law and jurisdiction  
The validity, construction and performance of these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties submit.
  - 16.7 Third parties  
For the purposes of the Contracts (Rights of Third Parties) Act 1999 these terms and conditions are not intended to, and do not, give any person who is not a party to them any right to enforce any of their provisions.

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