GRAINGER & WORRALL

Standard Terms & Conditions of Purchase

Issue 4
Dated : 25th August 2026

1. Interpretation

In these Terms:

1.1. "**Buyer**" means Grainger & Worrall Limited (registered in England and Wales under number 980487).
1.2. "**Seller**" means the person or company who accepts the written Order of the Buyer for the Goods.
1.3. "**Terms**" means these Standard Terms & Conditions of Purchase.
1.4. "**Order**" means the purchase order issued by the Buyer and accepted by the Seller (expressly or impliedly), forming the contract.
1.5. "**Goods**" means all goods and/or services supplied under the Order.
1.6. "**Proprietary Goods**" shall mean unused Goods of a standard type not designed or modified by us or by you on our instructions or by some third party on our behalf.
1.7. "**DDP**" means Delivered Duty Paid in accordance with Incoterms 2020 published by the International Chamber of Commerce, effective from 1st January 2020.
1.8. "**Items**" means all materials, tools, drawings, patterns, data, and specifications provided or prepared under the Order.
1.9. "**Force Majeure Events**" means those events listed in article 17.1.
1.10. "**BACS**" means Banker's Automated Clearing System that is the UK-based system for making electronic payment.

2. Entire Agreement

2.1. The Order and these Terms constitute the entire agreement between the parties.
2.2. Any other terms, including the Seller's standard terms, are excluded unless explicitly incorporated in writing.
2.3. Acceptance of the Order, including by delivery, constitutes unconditional acceptance of these Terms.

3. Variation

3.1. No variation to the Order or these Terms shall be binding unless agreed in writing and signed by an authorised representative of the Seller and the Buyer.

4. Specifications & Quality

4.1. Goods must conform precisely to specifications, drawings, samples, or descriptions provided by the Buyer.
4.2. Goods must be of merchantable quality and free from defects in material, workmanship, and design.
4.3. The Seller must notify the Buyer in advance of any changes to specifications or design for Proprietary Goods.
4.4. The Buyer may inspect Goods during manufacture or upon delivery. Such inspection shall not constitute acceptance.
4.5. The Seller agrees to comply with the latest revision of the G&W Supplier Quality Assurance Manual (SQAM) by accepting a purchase order.

5. Delivery

5.1. Goods must be delivered in the quantities and at the times specified in the Order or as otherwise instructed.
5.2. The Buyer reserves the right to amend delivery schedules.

5.3. Time is of the essence. Failure to deliver on time may entitle the Seller to cancel the Order without liability (except payment for accepted Goods).
5.4. Delivery shall be DDP (to Grainger & Worrall, Stanmore Industrial Estate, Bridgnorth, Shropshire, United Kingdom WV15 5HP), unless otherwise stated.

6. Documentation

6.1. The Seller must provide all documentation reasonably required by the Buyer, including invoices, delivery notes, and certificates of conformity.

7. Title & Risk

7.1. Risk in the Goods passes from the Seller to the Buyer upon delivery.
7.2. Title passes from the Seller to the Buyer upon acceptance after any inspection.

8. Packing & Transport

8.1. Unless agreed otherwise, the Buyer will not pay for or return packing materials. The Buyer may make alternative delivery arrangements and recover carriage costs from the Seller.

9. Tools, Data & Intellectual Property

9.1. Items shall remain the property of the Buyer.
9.2. The Seller shall not use the Items except to fulfil the Order and shall treat them as confidential.
9.3. Clauses 10–12 do not apply to Proprietary Goods.

10. Intellectual Property Rights

10.1. The Seller shall not apply for intellectual property rights in relation to the Goods or Items. The Seller shall indemnify the Buyer against claims for intellectual property infringement unless caused by the Buyer's specifications.

11. Confidentiality & Use of Name

11.1. The Seller must treat all information and Items as confidential.
11.2. The Seller must not use the name of the Buyer or this Order for advertising or publicity without the Buyer's written consent.

12. Pricing & Payment

12.1. Prices are fixed and inclusive of delivery, packaging and all other charges, unless agreed in writing.
12.2. No price increase shall be valid without the prior written agreement of the Buyer.
12.3. Unless otherwise agreed, payment terms are 60 days from the end of the month (EOM) on a monthly account, payable by BACS.

13. Warranties & Indemnities

13.1. The Seller warrants that the Goods will comply with the Order and be fit for purpose.
13.2. The Seller shall indemnify the Buyer against all losses, costs, claims, or damages arising from:

13.2.1. Defective Goods, including workmanship, materials, or design (where applicable).
13.2.2. The Seller's failure to comply with the Order.
13.2.3. Any third-party claims resulting from such failure or defect.

13.3. The Seller must hold and maintain adequate insurance to cover your liabilities.

14. Warranty Remedies

14.1. If the Buyer is required to replace defective Goods under the Buyer's own warranty obligations and the defect is attributable to the Seller's Goods, the Seller must promptly provide replacement, repair, credit, or compensation.
14.2. Returned Goods shall be held for inspection by the Seller or returned at the Seller's expense.
14.3. Any attempt to limit or exclude the Seller's liability under this clause will be void.

15. Assignment & Sub-Contracting

15.1. The Seller may not assign or sub-contract the Order without the written consent of the Buyer.
15.2. The Seller remains fully responsible for all work done by any approved sub-contractor.

16. Force Majeure

16.1. Neither party shall be liable for any failure or delay in performing its obligations under the Order (except payment obligations) where such failure or delay is caused by Force Majeure Events beyond its reasonable control. Force Majeure Events include, but are not limited to:

16.1.1. Acts of God (e.g., flood, earthquake, storm, fire).
16.1.2. War, armed conflict, terrorism, civil unrest.
16.1.3. Epidemic or pandemic (including government-imposed restrictions).
16.1.4. Governmental actions or orders, embargoes, trade restrictions.
16.1.5. Labour disputes not involving the affected party's own workforce (e.g., strikes by external carriers or ports).
16.1.6. Shortages of materials or energy resulting from such causes.
16.1.7. Cyber-attacks or major telecommunications failures.

17. Use of Buyer's Premises

17.1. The Seller shall comply with all health, safety, and security regulations when on the Buyer's premises.
17.2. The Seller is responsible for any damage caused by unauthorised or negligent acts by the Seller's personnel or sub-contractors.

18. Breach & Remedies

18.1. If the Seller breaches the Order, the Buyer may, without limiting other rights:

18.1.1. Cancel the Order.
18.1.2. Return defective Goods at the Seller's cost.
18.1.3. Require the Seller to repair or replace at the Seller's cost.
18.1.4. Refuse future deliveries.
18.1.5. Rectify defects at the Seller's expense.
18.1.6. Claim damages.

19. Termination for Convenience

19.1. The Buyer may terminate the Order by written notice. Upon termination:

19.1.1. The Buyer will pay for accepted Goods delivered to date.

19.1.2. The Buyer may require completion of partially manufactured Goods.
19.1.3. The Buyer may purchase allocated raw materials, provided they are suitable and not usable elsewhere, at the lesser of cost or market price.

20. Waiver

21.1.1. Any extension of time or concession shall not affect the Buyer's rights or the Seller's obligations under the Order.

21. Governing Law

21.1. These Terms and the Order shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

22. Anti-Bribery & Corruption

22.1. The Seller shall comply with all applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010. The Seller shall not offer, promise, give, request, or accept any bribe or improper payment, either directly or through third parties, in connection with the performance of the Order.

23. Modern Slavery

23.1. The Seller shall ensure that neither it nor any of its supply chain engages in any form of modern slavery, human trafficking, forced or child labour. The Seller shall comply with the UK Modern Slavery Act 2015 and shall, upon request, provide evidence of the steps it has taken to ensure compliance.

24. Sustainability & Ethical Standards

24.1. The Seller shall operate in accordance with sound environmental, social, and ethical practices. This includes complying with all applicable environmental laws and taking reasonable steps to reduce negative environmental impacts. The Seller is expected to uphold fair labour practices, avoid exploitation and promote sustainability within its operations and supply chain.