

GRANGE FENCING LIMITED – TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

THE CUSTOMER'S ATTENTION IS DRAWN, IN PARTICULAR, TO THE PROVISIONS OF CLAUSE 10.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Contract: the contract between Grange and the Customer for the sale and purchase of the Goods in accordance with the Order Form, these T&Cs, and the Warranty.

Customer: the person detailed in the Order Form who purchases the Goods from Grange.

Delivery Location: any delivery location selected by the Customer pursuant to their Delivery Instructions.

Delivery Instructions: the instructions issued by the Customer from time to time in respect of the delivery of the Goods (or parts of the Goods) to the Customer's selected Delivery Locations.

Force Majeure Event: has the meaning given in clause 12.

Goods: the goods (or any part of them) set out in the Order Form and any other goods which the parties may agree are to be sold and purchased as part of the Order.

Grange: Grange Fencing Limited, registered in England and Wales with company number 01273959, whose registered office address is at Coates Quarry, Stretton Road, Much Wenlock, Shropshire, TF13 6DD.

Order: the Customer's order for the Goods, as set out in the Order Form, whether confirmed orally or in writing.

Order Form: Grange's order form, described as such, afore these T&Cs.

T&Cs: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.

Warranty: the warranty document, labelled "Goods Warranty", set out on the Website.

Website: Grange's website at www.grangefencing.co.uk (including any webpages thereon).

1.2 Interpretation:

1.2.1 words in the singular shall include the plural and in the plural shall include the singular.

1.2.2 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 a reference to **writing** or **written** includes emails but excludes other electronic forms.

2. ORDER AND BASIS OF CONTRACT

- 2.1 These T&Cs and the Warranty apply to the Contract to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these T&Cs and/or the Warranty.
- 2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these T&Cs and the Warranty. The Customer is responsible for ensuring that the terms of the Order, including the details set out in the Order Form, are complete and accurate.
- 2.4 The Order shall only be deemed to be accepted when Grange issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by Grange and any descriptions or illustrations contained in Grange's catalogues or brochures or on the Website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by Grange shall not constitute an offer. Unless otherwise stated by Grange in writing, a quotation shall only be valid for a period of 10 Business Days from its date of issue.

3. WARRANTY

- 3.1 Grange warrants that the Goods shall comply with the Warranty (subject to its terms).
- 3.2 For the avoidance of doubt, the Customer acknowledges and agrees that Grange:
- 3.2.1 is only liable to it for any breach of the Warranty (subject to its terms and these T&Cs); and
- 3.2.2 is not liable to any third party for any breach of the Warranty, including to any of the Customer's own customers or other companies within its group.

4. ACCEPTANCE AND REJECTION OF GOODS

The Customer may, in accordance with paragraph 5 of the Warranty, reject any Goods delivered to it that do not comply with the Warranty. If the Customer fails to give a notice of rejection in accordance with paragraph 5 of the Warranty, it shall be deemed to have accepted the Goods conform to the Contract.

5. REMEDIES FOR DEFECTIVE GOODS

In the event that any Goods are properly rejected by the Customer in accordance with these T&Cs and the Warranty, Grange shall, in accordance with paragraph 6 of the Warranty, offer the Customer a remedy in respect of such Goods rejected by the Customer. These T&Cs and the Warranty shall apply to any replacement Goods supplied by Grange pursuant to paragraph 6 of the Warranty.

6. DELIVERY

- 6.1 Grange shall deliver the Goods in accordance with the Customer's Delivery Instructions on such date as may be notified to the Customer by Grange, or which might otherwise be agreed between the parties. Any deliveries will take place within normal working hours on a Business Day. Any delivery dates notified to the Customer by Grange, or otherwise agreed between the parties, are deemed to be approximate delivery dates only, and the time of delivery of the Goods is not of the essence of the Contract.
- 6.2 If Grange fails to deliver the Goods within 14 Business Days of any delivery date notified to the Customer by Grange, or which has otherwise been agreed between the parties, or notifies the Customer that it will not be able to deliver the Goods, the Customer may cancel the Order and Grange's liability shall be limited to offering a refund of the price of the Goods only. Grange shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Grange with adequate Delivery Instructions or any other instructions that are relevant to the supply of the Goods.

- 6.3 Grange shall ensure that:
- 6.3.1 the Goods are properly packed and secured in a manner to enable them to reach their delivery destination in good condition; and
- 6.3.2 each delivery of the Goods is accompanied by a delivery note that shows the Customer's and Grange's reference numbers, the type and quantity of the Goods, storage and installation instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.4 Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.
- 6.5 The Customer shall:
- 6.5.1 at the time of delivery, carry out a careful inspection of the Goods to check that the type and quantity of the Goods is correct. The Customer shall notify Grange at the time of delivery if the type or quantity of Goods is incorrect. Unless such notification is given by the Customer at the time of delivery, the Customer shall be deemed to have accepted that the correct type and quantity of Goods have been delivered by Grange; and
- 6.5.2 within 48 hours of delivery of the Goods, carry out a careful inspection of the Goods to check for any obvious or noticeable defects which are apparent. The Customer shall notify Grange of any concerns it has in relation to the Goods immediately and, in such circumstances, the Customer may seek to reject the Goods in accordance with the provisions of paragraph 5 of the Warranty.
- 6.6 If the Customer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or Grange's failure to comply with its obligations under the Contract:
- 6.6.1 delivery of the Goods shall, for the purposes of Grange's rights, remedies and obligations under the Contract, be deemed to have been completed at the point in time Grange attempted to deliver the Goods; and
- 6.6.2 Grange shall take away and store the Goods until redelivery takes place, and charge the Customer for all related costs and expenses incurred by Grange as a result of the Customer's failure to accept delivery of the Goods at the point in time Grange first attempted to deliver the Goods (including storage, insurance and redelivery charges). This clause 6.6.2 shall, subject to clause 6.7, apply to any subsequent number of failed deliveries attempted by Grange after the first delivery attempt.
- 6.7 If, 14 days after the day on which Grange first attempted to deliver the Goods, the Customer has not accepted delivery of them, Grange may recall or resell or otherwise dispose of part or all of the Goods. Nothing in this clause shall affect the Customer's obligation to pay the price of the Goods in accordance with clause 8.
- 6.8 Grange may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 7.2.1 Grange receives payment in full (in cash or cleared funds) for the Goods and any other goods that Grange has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Grange's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4 notify Grange immediately if it becomes subject to any of the events listed in clause 9.1; and
 - 7.3.5 give Grange such information relating to the Goods as Grange may require from time to time.
- 7.4 Subject to clause 7.5, the Customer may resell the Goods in the ordinary course of its business (but not otherwise) before Grange receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 7.4.1 it does so as principal and not as Grange's agent;
 - 7.4.2 title to the Goods shall pass from Grange to the Customer immediately before the time at which resale by the Customer occurs; and
 - 7.4.3 any payment received by the Customer on account of such resale of the Goods shall be held by the Customer on trust for, and promptly paid to, Grange.
- 7.5 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy Grange may have:
- 7.5.1 the Customer's right to resell the Goods in the ordinary course of its business ceases immediately; and
 - 7.5.2 Grange may at any time:
 - (a) require the Customer to deliver up all Goods in its possession that have not been resold; and
 - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

- 8.1 The price of the Goods shall be the price set out in the Order Form, or, if no price is quoted, the price set out in Grange's published price list in force as at the date the Order is accepted.
- 8.2 Grange may, by giving notice to the Customer at any time before the Goods are dispatched for delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.2.1 any factor beyond Grange's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.2.2 any request by the Customer to change the Delivery Location, delivery date or quantities or types of Goods ordered; or
 - 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Grange adequate or accurate information or instructions (including Delivery Instructions).
- 8.3 The price of the Goods:
- 8.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Grange at the prevailing rate, subject to the receipt of a valid VAT invoice; and

8.3.2 includes the costs and charges of packaging and transport of the Goods (save for in circumstances where additional costs and charges are payable by the Customer pursuant to these T&Cs including, in particular, under clause 6.6.2).

8.4 If a Customer has a pre-arranged credit account with Grange, Grange shall issue the Customer with an invoice for the price of the Goods at any time after it receives and agrees to the Customer's Order. Grange may raise separate invoices for the Customer for any agreed instalments of the Goods at any time before Grange dispatches any instalment of the Goods. The Customer shall pay each invoice issued by Grange within 30 days of the end of the month in which the invoice is dated. Grange shall not be obliged to dispatch any Goods if the Customer's pre-arranged credit account is, or as a result of entering into the Contract will be, in excess of any credit limit imposed by Grange.

8.5 If the Customer does not have a pre-arranged credit account with Grange, Grange shall issue the Customer with an invoice for the price of the Goods at any time after it receives the Customer's Order. Grange may raise separate invoices for the Customer for any agreed instalments of the Goods at any time before Grange dispatches any instalment of the Goods. Any invoices issued by Grange must be paid by the Customer as soon as possible as Grange shall not be obliged to dispatch any Goods for delivery until such invoices have been paid.

8.6 Any payments to be made by the Customer under the Contract shall be in Sterling and in full and in cleared funds to such bank account as may be nominated in writing by Grange. Time for payment of Grange's invoices is of the essence.

8.7 If the Customer fails to make any payment due to Grange under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.8 The Customer hereby agrees to indemnify and keep indemnified Grange in full against all costs, expenses, charges and other amounts incurred or paid by Grange (including legal and debt recovery fees and VAT thereon) as a result of the Customer's failure to make any payment under the Contract when due.

8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Grange may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Grange to the Customer.

9. TERMINATION

9.1 Without limiting its other rights or remedies, Grange may terminate this Contract with immediate effect by giving written notice to the Customer if:

9.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of that party being notified in writing to do so;

9.1.2 the Customer 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;

9.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4 the Customer's financial position deteriorates to such an extent that in Grange's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, Grange may suspend supply of the Goods under the Contract or any other contract between the Customer and Grange if the Customer becomes subject to any of the

events listed in clause 9.1.1 to clause 9.1.4, or Grange reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, Grange may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to Grange all of Grange's outstanding unpaid invoices and interest.

9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these T&Cs shall limit or exclude Grange's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

10.1.4 defective products under the Consumer Protection Act 1987; or

10.1.5 any other matter in respect of which it would be unlawful for Grange to exclude or restrict liability.

10.2 Subject to clause 10.1:

10.2.1 Grange shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential losses, unless the exact nature and extent of such potential losses have been brought to Grange's attention in writing, making reference to this clause 10, before the Customer's Order has been accepted; and

10.2.2 Grange's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price of the Goods.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Nothing in these T&Cs is intended to or shall have the effect of transferring to or vesting in the Customer any intellectual property rights owned by Grange or any of its own licensors.

11.2 The Customer hereby agrees to indemnify and keep indemnified Grange in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses suffered, incurred or paid by Grange as a result of the Customer's actual or alleged infringement of Grange's or its own licensors' intellectual property rights.

12. FORCE MAJEURE

12.1 **Force Majeure Event** means any circumstance not in a party's reasonable control including:

12.1.1 acts of God, including earthquakes and other natural disasters;

12.1.2 unusual or severe weather, including snow storms, blizzards, hail, prolonged sub-zero temperatures and icing, flooding, droughts, high winds, prolonged fog, dust storms, and any circumstances attributable to the same (in particular, travel disruptions, delays and cancellations suffered by the party's personnel);

12.1.3 epidemic or pandemic;

12.1.4 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

12.1.5 nuclear, chemical or biological contamination, or sonic boom;

12.1.6 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

12.1.7 collapse of buildings, fire, explosion or accident;

12.1.8 any labour shortages (for whatever reason) or trade disputes, strikes, industrial action or lockouts;

12.1.9 non-performance by suppliers or subcontractors; and/or

12.1.10 interruption or failure of utility service.

12.2 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or nonperformance continues for three months, the party not affected may terminate this Contract by giving 14 days written notice to the affected party.

13. GENERAL

13.1 **Assignment and other dealings.**

13.1.1 Grange may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Grange.

13.2 **Confidentiality.**

13.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.2.

13.2.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations

under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13.3 **Entire agreement.**

13.3.1 This Contract 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.

13.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.4 **Variation.**

13.4.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Warranty and these T&Cs are updated by Grange from time to time and the Customer acknowledges and agrees that it should check for changes each time it enters into a Contract. The date on which the T&Cs were last updated is set out at the end of the T&Cs. The date on which the Warranty was last updated is set out at the end of the Warranty.

13.4.2 Special terms may be incorporated into the Contract as set out in the Order Form. In the event of any conflict between the Warranty and these T&Cs and any such special terms, such special terms set out in the Order Form shall prevail.

13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.7 **Notices.**

13.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

13.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

13.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 13.8 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 13.9 **Governing law.** The Contract, 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.
- 13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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