



cleaning & hygiene supplies



BUNZL UK & IRELAND LTD
(Trading as BUNZL CLEANING & HYGIENE SUPPLIES)

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In these Terms and Conditions of Purchase:

- 1.1 "the company" means Bunzl Outsourcing Services UK Ltd.
- 1.2 "the supplier" means the supplier named overleaf and any assignee and sub-contractor permitted under clause 12.
- 1.3 "the goods" means all or any of the goods stated overleaf for supply to the Company (Provided always that where the Order is for the provision of services the words "the Goods" shall be constructed as meaning the services which the Supplier has contracted to provide).
- 1.4 "the Order" means the contract formed by the acceptance of the Order stated overleaf on these terms and conditions.

2. THE CONTRACT

- 2.1 All the terms of the contract for the supply of the Goods between the Company and the Supplier are set out on the face of the Company's order form and these Terms and Conditions, and all other written printed or standard terms are hereby excluded.
- 2.2 Unless any terms discussed or arising from any previous course of business between the Company and the Supplier are specifically incorporated into the Order in writing they shall not form part of the Contract.
- 2.3 Any written acceptance of the Order (unless clearly stated on its face to be a counter offer) or delivery of the Goods shall be unconditional acceptance of the Order.

3. VARIATION AND WITHDRAWAL OF OFFER

- 3.1 No variation or waiver of the Order shall be binding on the Company and the Supplier unless agreed in writing and signed by a director of the Company.
- 3.2 The details set out overleaf constitute an offer to contract with the Supplier and may be withdrawn by the Company at any time before the Supplier's written acceptance has been received by the Company.

4. WARRANTIES AND REPRESENTATIONS

- 4.1 The Goods shall:
 - 4.1.1 conform in every respect to the specification, designs, drawings, samples, instructions or descriptions furnished to or adopted by the Company and to any latest relevant British Standard Specification; and
 - 4.1.2 be of the very best quality; and
 - 4.1.3 be fit for their purpose where such purpose was expressly drawn to the attention of the Supplier or was apparent by implication from the nature of the Goods; and
 - 4.1.4 be free from defect in tolerance, performance, safety, materials and workmanship.
- 4.2 The Supplier warrants that the Goods will be safe as persons generally are entitled to expect in all the circumstances and that therefore appropriate quality control



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- and testing will have been carried out on the Goods.
- 4.3 The Supplier warrants that the design, construction, quality, packaging and labeling of the Goods comply in all respects with the relevant requirements of any statute, statutory rule instrument or order including (without prejudice to the generality of the forgoing) COSHH and environmental regulations.
- 4.4 The Company shall be entitled to rely on any representation made to the Company by or on behalf of the Supplier concerning the Supplier or any aspect of the Goods to the Company by or on behalf of the Supplier.
- 4.5 Except to the extent that they embody designs prepared by the Company the Supplier warrants that neither the Goods nor the use thereof by the Company or its assignees will infringe any patent, trade mark, registered designs or other proprietary right and the Supplier undertakes to indemnify the Company against all actions claims demands and costs arising from or by reason of any actual infringement of any such right.
5. DELIVERY AND PACKING
- 5.1 The Goods must be delivered in quantities and at the times and dates stated in the order (and if no time is stated delivery must be during normal working hours).
- 5.2 The Company may by notice in writing cancel the Order if the supplier fails to deliver any or all of the Goods by the specified dates without any liability (in particular for payment on a partial performance or quantum meruit basis). The right of cancellation is without prejudice to any other remedy the Company may have on exercising the right of cancellation the Company may, as its option in respect of Goods already delivered comprising of an Order.
- 5.2.1 choose to make payment in full or part; or
- 5.2.2 return such Goods at the Supplier's expense or require the Supplier to collect such goods at the Supplier's expense without any liability to make any payment either in respect of such Goods or in respect of further instalments of the order. If the Company exercises its right of cancellation the Company may recover from the supplier any expenditure incurred by the Company (whether directly or indirectly) in obtaining goods in substitution for those which have not been delivered or accepted.
- 5.3 Subject to clause 5.5, time shall be of the essence of the contract, but the Company reserves the right to adjust the specified rate or date of delivery at any time.
- 5.4 All Goods must be delivered to and off loaded carriage and packing paid at the Supplier's risk to such destination as the Company may direct. Any third party carrier shall be deemed to be agent of the Supplier and not of the Company. The Company reserves the right to make alternative delivery arrangements and to claim an allowance equal to any carriage charge. The Company will not pay for non return packing materials unless previously agreed.
- 5.5 If for any reason the Company is unable to accept delivery when the Supplier is ready willing and able to deliver, and the date for delivery has passed at the written request of the Company the Supplier shall store and keep safe the Goods until delivery is requested by the Company, the Company undertaking to pay the reasonable costs of the Supplier for such storage and safekeeping.
- 5.6 The Supplier warrants that the packing materials will be such that the Goods will resist pilferage, distortion, corrosion, leakage or contamination.



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6. **INSTALMENTS AND CALL-OFF**
 - 6.1 Where the Goods are contracted to be delivered by instalments or by call-off by the Company:-
 - 6.1.1 the Company shall have the right to treat any breach by the Supplier of its obligations as regards one or more instalments or call-off as a repudiation entitling the Company itself to repudiate further performance and to recover damages for the breach;
 - 6.1.2 the acceptance by the Company of any one or more instalments or call-off notwithstanding a breach of its obligations by the Supplier shall not prejudice or restrict any of the Company's rights in respect of any other breach by the Supplier.
7. **INVOICES AND ADVICE NOTES ETC.**

The Supplier shall provide the Company with such invoice invoices advice notes delivery notes and other documentation as the Company shall have from time to time specified.
8. **NO PUBLICITY**

Neither this order nor the Company's name shall be used by the Supplier for advertisement or publicity or be disclosed to any third party without the Company's prior written consent.
9. **PRICE**
 - 9.1 No increase in price will be accepted by the Company without prior written agreement. The Supplier shall give a minimum of 6 weeks prior written notice of intention to increase prices. The price quoted by the Supplier shall include the cost of delivery and packing.
10. **PAYMENT**
 - 10.1 Unless otherwise agreed in writing the Company shall pay for the Goods as outlined overleaf.
 - 10.2 The Company shall have the right to set off against any sums due to the Supplier the amount of any claim to the Company has against the Supplier or the amount of any monies due to the Company from the Supplier.
11. **INDEMNITIES**



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IMPORTANT: THE SUPPLIER IS ADVISED TO READ THIS CLAUSE

- 11.1 The supplier shall fully and effectively indemnify the Company against all losses (including loss of profit and other consequential loss), costs, claims, demands, expenses (legal or otherwise) interest, damage or injury directly or indirectly suffered by the Company (or claims in respect thereof made against the Company by third parties and any costs and expenses arising in connection therewith) which result from failure to comply with or being in breach of the Order (including these Terms and Conditions) or the supplier's performance of the Order (whether negligent or otherwise) and in particular but without prejudice to the generality of their foregoing which result from late delivery, a defect in the Goods or their material construction workmanship or design (where design is the Supplier's responsibility) and from the expense of obtaining replacement goods in respect of Goods which have been rejected or have not been delivered.
- 11.2 The Supplier shall fully and effectively indemnify the Company against all losses, (including loss of profit and other consequential loss), costs, claims, demands, expenses (legal or otherwise) interest, damage or injury which may (directly or indirectly) be suffered by the Company as a result of:
- 11.2.1 any claims for infringement of any letters patent or registered design trademark or trade name by reason of the use or sale of the Goods including such costs claims demands and expenses and interest which the Company may incur in any action for such infringement or for which the Company may become liable in such action; and
- 11.2.2 any royalties payable by the Supplier or the Company; and
- 11.2.3 the Goods being (whether in whole or part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of the claim was directly caused by an act or omission of the Company.
- 11.3 The Supplier will at all times insure and keep itself insured with a reputable Insurance Company against all insurable liability under the Order and in particular against all liabilities under this clause 11. The Company has contracted with the Supplier on the basis that the Supplier will bar the cost of insuring against all such liabilities. The Supplier will provide all facilities assistance and advise required by the Company and the Supplier's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Supplier's performance of the Order.
12. **ASSIGNMENT**
The Order or any part of it must not be assigned or sub-contracted by the Supplier without the Company's prior written consent. In any legal proceedings between the Company and the Supplier the supplier shall not set the existence of a sub-contract as a defence to such proceedings and shall be responsible for the Supplier's contractors in all respects.
13. **WAIVER**
No extension of time or other concessions or waivers granted by the Company shall in any way affect the Company's rights or the Supplier's obligations under the Order.



14. PROPERTY AND RISK

- 14.1 Unless otherwise agreed in writing property and risk in the Goods shall pass to the Company on the latest of delivery at the Company's premises, and the Company's acceptance thereof after any inspection the Company may require, (but without prejudice to the Company's right of rejection).
- 14.2 The property and risk in any rejected Goods passes to the Supplier immediately on written notice of rejection being served on the Supplier.
- 14.3 The Supplier warrants to the Company that there is no restriction on or impediment against such passing of the property to the Company.

15. SUPPLIER'S BREACH

IMPORTANT: THE SUPPLIER IS ADVISED TO READ THIS CLAUSE

If the Supplier has failed to comply with the terms of the Order (including any of these terms and conditions and whether as to the whole or part of the Goods comprising the Order) or with any other contract with the Company the Company shall be entitled (whether or not the goods or any part of the Goods have been accepted by the Company) to any one or more of the following remedies at the Company's discretion:-

- 15.1 to treat such breach by the Supplier of its obligation as a repudiation entitling the Company itself to repudiate further performance and to recover damages for the breach and without any liability to the Supplier (in particular for payment on a partial performance or quantum meruit basis);
- 15.2 to reject and return Goods or require the Supplier to collect them or any part thereof, any costs incurred to be paid by the Supplier. The Company shall be entitled to be repaid in full for any goods so returned;
- 15.3 to give the Supplier the opportunity to replace or repair the Goods or reinstate them at the Supplier's expense so that they comply with the terms of the order;
- 15.4 to refuse to accept any further deliveries or instalments of the Goods or any part thereof without any liability to the Supplier;
- 15.5 to carry out at the Supplier's expense such work as may be necessary to make the Goods or any part thereof comply with the Order;
- 15.6 to claim such damage as the Company may have sustained in consequence of any breach of contract including loss of profit and the expenses of;
 - 15.6.1 Obtaining goods to replace those which have been rejected or have not been delivered; and
 - 15.6.2 carrying out any further work on the Goods or any items of which the Goods comprise part or to which the Goods relate.

These rights shall be in addition to and without prejudice to any other rights the Company may have.



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16. FORCE MAJEURE
- 16.1 The Company shall not be liable to the Supplier for any failure to fulfil obligations under the Order if such failure is attributable to inability to obtain sufficient labour inability to obtain licences or consents for the import, export or use of the Goods or any item of which the Goods may comprise part, or any other cause beyond the reasonable control of the Company and the Company shall have the right to defer the date of delivery or performance by the Supplier or to cancel the Order without liability.
17. TERMINATION OF NOTICE
- In addition to any rights the Company may have under these Terms and Conditions or at Law the Company shall be entitled to terminate the Order and any other agreement outstanding with the Supplier by written notice without liability and to refuse to accept any Goods not delivered and accepted at the date of such notice PROVIDED THAT:-
- 17.1 the Company shall pay to the Supplier the contract price of Goods delivered and accepted by the Company and not already paid for;
- 17.2 the Supplier shall if so required complete all Goods partially manufactured at the date of such notice and the Company shall pay the contract price of all such goods as are accepted by the Company.
18. INSOLVENCY AND CHANGE IN CONTROL
- 18.1 The Company shall have the right to exercise any of the rights set out in clause 18.2 forthwith by notice in writing to the Supplier if any of the following events occurs to the Supplier;
- 18.1.1 if there is a change in control of the Supplier (within the meaning of section 840 Income and Corporation Taxes Act 1988);
- 18.1.2 if the Supplier has a bankruptcy petition presented against him, or a bankruptcy order is made;
- 18.1.3 if the Supplier makes or seeks to make any composition or arrangement with his creditors;
- 18.1.4 if the Supplier makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of section 286 Insolvency Act 1986);
- 18.1.5 if an encumbrancer takes possession of any of the Supplier's assets, or any of the Supplier's property is taken in execution or process of law;
- 18.1.6 if a petition is presented or an order is made or a resolution is passed for the winding-up of the Supplier;
- 18.1.7 if a petition is presented or an order is made for an administration order to be made in relation to the Supplier;
- 18.1.8 if the Supplier's directors make a proposal for a voluntary arrangement with the Supplier's creditors;
- 18.1.9 if the Supplier is unable to pay its debts (within the meaning of section 123 Insolvency Act 1986);
- 18.1.10 if a receiver or administrative receiver is appointed over any of the Supplier's assets.
- 18.2 The Company shall have the right without liability:



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- 18.1.1 to terminate the Order forthwith by notice in writing to the Supplier, or to the trustee in bankruptcy administrator or administrative receiver or liquidator, or to any person in whom the contract may become vested;
- 18.2.2 to give the Supplier, trustee in bankruptcy, administrator or administrative receiver or liquidator or other person in whom the contract may become vested the option of carrying out the contract subject to its or his providing a guarantee for the due and faithful performance of the contract.
19. GUARANTEE
- 19.1 Without prejudice to any other right of the Company whether express or implied or any other Guarantee given by the Supplier to the Company or which the Company has the benefit of, the Supplier shall without delay repair or replace at its own expense any Goods which are or become defective within 12 months from delivery (or such longer period as may be specified overleaf or such longer period as is normally specified by the Supplier, whichever is the longer) where such defect arises under proper use from faulty design materials or workmanship or the Supplier's incorrect instructions as to use or any other breach of any guarantee, warranty express or implied. Such guarantee shall then apply to the repaired or replaced items for a further period of 12 months from the date of repair or replacement.
- 19.2 Any breach by the Supplier of its obligations under paragraph 19.1 shall entitle the Company after serving written notice of intent to proceed to remedy the defect at the Supplier's risk and expense without prejudice to the Company's other rights.
20. NOTICES
- Any notices may be served by:
- 20.1 posting it in a first class prepaid envelope to the last known address of the Supplier or the Company (as the case may be) and shall be deemed to have been served at the time at which the notice so posted would have been delivered in the ordinary course of post;
- 20.2 telex or facsimile transmission and shall be deemed served twelve hours after time of transmission.
21. CONSTRUCTION
- The Order and all matters arising therefrom shall be construed and take effect according to the Laws of England and be subject to the sole jurisdiction of the English Courts.

Registered Office: 110 Park Street
London
W1K 6NX
Registration No.: 2902454