



G.P.E.C SUPPLY LIMITED (12325979)

Standard Terms and Conditions of Sale: Revision 0. Dated 02-July-2024

1. Definitions

- a. "Buyer" means any person, firm, or company receiving a quotation from and/or placing an Order with the Seller.
- b. "Seller" means GPEC Supply Ltd.
- c. "Goods" means any items described in the Order and supplied under the terms of the Contract.
- d. "Order" means the Order placed by the Buyer for the supply of the Goods.
- e. "Offer" means the quotation offered by the Seller to the Buyer.
- f. "Conditions" means these Standard Terms and Conditions of Sale.
- g. "Contract" means the Contract for the sale of the Goods between the Seller and the Buyer governed by these Conditions.

2. The Agreement

- a. Our Offer is based upon information supplied at the time of quotation. Please ensure that product selection and suitability of all materials meet your specific requirements prior to Order placement.
- b. GPEC Supply Ltd. reserves the right to amend or withdraw our quotation in the event of a change to specification or quantities.
- c. If your Order is changed after it has been accepted by us, we reserve the right to change the price. Any responses should refer to our quote or sales reference. Quotations are valid until the expiry date detailed in the quotation.
- d. Acceptance of an Order by the Seller constitutes the formation of a binding Contract under these Conditions. Any terms and conditions proposed by the Buyer that are inconsistent with these Conditions are hereby rejected.

3. Cancellation

- a. No cancellation by the Buyer is permitted except where expressly agreed by the Seller in writing.
- b. Cancellations agreed by the Seller may be subject to a cancellation fee, which the Seller will determine based on costs incurred.

4. Delivery

- a. Deliveries quoted are ex works unless stated otherwise, in working days/weeks, from receipt of your official Order.
- b. For Goods being sourced outside of the UK, the country of manufacture will be detailed and DDP cost can be quoted if requested.

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- c. Carriage and packing, unless stated above, are not included in the quoted price.
- d. The Seller shall not be liable for any delay in delivery or failure to deliver due to circumstances beyond its control, including but not limited to acts of God, war, embargoes, labour disputes, and transportation issues (force majeure).
- e. In the event that an Order is delivered directly from the Manufacturer or Supplier to the Buyer, visual inspection of the Goods upon delivery is the responsibility of the Buyer.

5. Documentation

- a. Third-party manufacturers' pressure test and material certification, unless otherwise stated in our quotation, are not included.
- b. Non-standard documentation will incur an additional charge. The definition of non-standard documentation and examples will be provided upon request.

6. Invoicing and Payment Terms

- a. Payment is required in advance against pro-forma invoices for new customers. In this instance, the Order will not be processed until payment has been received.
- b. For existing customers with a credit account, payment is 30 days from the date of invoice unless otherwise agreed.
- c. Failure to meet payment terms detailed in clause 6. subclause b. may result in prices being subject to change, and interest may be charged on overdue payments at the rate of 4% per annum above the Bank of England base rate.
- d. The Seller reserves the right to suspend deliveries or terminate the Contract if the Buyer fails to comply with the payment terms.

7. Quality

- a. GPEC Supply Ltd. is audited to ISO 9001:2015. A copy of our certificate is available on our website, www.gpec-ltd.com.
- b. Our standard warranty is 18 months from delivery or 12 months from installation, whichever is sooner, or as per the manufacturer's warranty if this differs from the above.
- c. The process for making warranty claims, including required documentation and return procedures, will be provided upon request.

8. Trade Compliance

- a. Prior to Order acceptance, we reserve the right to request the completion of an end-user undertaking (EUU) form to ensure Goods are not being exported to any restricted areas under UK, EU, or USA controls.
- b. The Buyer certifies that such Goods will not be diverted, transhipped, re-exported, or otherwise transferred in contravention of UK, EU, and USA export laws and regulations.
- c. The Buyer affirms that such Goods will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation without proper authorisation or compliance with U.S. and EU export regulations.
- d. The Buyer agrees to indemnify the Seller against any claims or liabilities arising from the Buyer's breach of these export control regulations.
- e. Each of the subclauses in clause 8 shall be treated as separate and independent.

9. Liability

- a. The Seller shall not be liable for any liquidated damages arising from late delivery of the Goods. This exclusion applies to any contractual terms that the Buyer may have with third parties, and the Buyer acknowledges that timely delivery of Goods is critical to its operations. The Seller recommends that the Buyer mitigates this risk through appropriate contingency planning.
- b. The Seller shall not be liable for any consequential damages arising from defective Goods. This exclusion applies to all indirect or consequential losses, including but not limited to loss of profit, loss of production, plant shutdowns, or any other damages that may arise as a result of the failure of the Goods. The Buyer is advised to conduct regular maintenance and checks to prevent potential failures and mitigate associated risks.
- c. These exclusions of liability apply irrespective of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and are in addition to any other limitations of liability set forth in these Conditions.
- d. Nothing in these Conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.

10. Guarantee

- a. The Contract shall be governed by and construed in accordance with English Law, and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.
- b. Before resorting to litigation, the parties agree to attempt to resolve disputes amicably through mediation or arbitration.

11. Confidentiality

- a. The Buyer shall, during and after the termination of the Contract, keep confidential all information from the Seller that becomes known to the Buyer in connection with the Contract, except for information that is publicly available or required to be disclosed by law.

12. Headings

- a. The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

13. Entire Agreement

- a. These Conditions, along with any associated documents, constitute the entire agreement between the parties and supersede any prior agreements, understandings, or arrangements, whether oral or written.

14. Force Majeure

- a. The Seller shall not be liable for any failure to perform its obligations under the Contract if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, embargoes, strikes, labour disputes, and transportation disruptions.