

### MAIN BRANCH YOU INTEND TO TRADE WITH:

TOWN/CITY: \_\_\_\_\_

To find your nearest branch, please use the branch finder at [www.grahamdirect.co.uk/branch-locator](http://www.grahamdirect.co.uk/branch-locator)

### YOUR BUSINESS DETAILS

NAME OF MAIN PURCHASER:	DATE OF BIRTH:
TEL NO:	MOBILE NUMBER
E-MAIL:	
COMPANY/TRADING NAME:	
LIMITED COMPANY NAME (if different):	
COMPANY REGISTRATION NUMBER:	YEAR BUSINESS ESTABLISHED:
COMPANY ADDRESS:	
POSTCODE:	
LENGTH OF TIME AT THIS ADDRESS: <input type="checkbox"/> YEARS <input type="checkbox"/> MONTHS	
NUMBER OF EMPLOYEES: <input type="checkbox"/> 0 <input type="checkbox"/> 1-5 <input type="checkbox"/> 6-10 <input type="checkbox"/> 11-19 <input type="checkbox"/> 20-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200+	
EXISTING GRAHAM CASH ACCOUNT NUMBER:	
ESTIMATED SPEND: <input type="checkbox"/> LESS THAN £500 <input type="checkbox"/> £500-£900 <input type="checkbox"/> £1000-£1999 <input type="checkbox"/> £2000-£4999 <input type="checkbox"/> £5000-£9999 <input type="checkbox"/> £10000+	

### TYPE OF COMPANY (Please tick one)

PLUMBING CONTRACTOR <input type="checkbox"/>	M&E CONTRACTOR <input type="checkbox"/>	RETAIL CUSTOMER <input type="checkbox"/>
HEATING CONTRACTOR <input type="checkbox"/>	PUBLIC SECTOR <input type="checkbox"/>	OTHER <input type="checkbox"/>
BATHROOM FITTER <input type="checkbox"/>	NATIONAL BUSINESS <input type="checkbox"/>	
GENERALIST <input type="checkbox"/>		

PLEASE COMPLETE ALL SECTIONS AND RETURN TO:

**GRAHAM, 99 HARMONY ROW, GLASGOW G51 3LH.**

### CUSTOMER DECLARATION

I/We the undersigned apply to UK Plumbing Supplies Ltd for account facilities and declare that the information given above is accurate. I/We agree to trade on UK Plumbing Supplies Ltd Terms and Conditions of Sale or Hire as are applicable at the date of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. UK Plumbing Supplies Ltd reserves the right to terminate this Agreement forthwith without notice upon a breach by the customer of any Terms and Conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

CUSTOMER SIGNATURE: \_\_\_\_\_  
NAME (please print): \_\_\_\_\_  
POSITION: \_\_\_\_\_  
DATE: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_  
NAME (please print): \_\_\_\_\_  
POSITION: \_\_\_\_\_  
DATE: \_\_\_\_\_

### GRAHAM RESPECTING YOUR PRIVACY

By submitting this Account Application Form in order to open a cash account, you acknowledge that we will search the files of credit reference agencies and fraud prevention agencies. These agencies will provide us with information about you, such as your financial situation and financial history. We carry out these searches in order to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent fraud and criminal activity. We may also search the files of the Land Registry. These searches will be conducted both in order to open your account, and from time to time during the lifetime of your relationship with us. Credit reference agency searches will place a search footprint on your credit file when we make a search, and this may be seen by other lenders. We will continue to exchange information about you with credit reference agencies while you have a relationship with us, including information about your settled accounts and any debts not fully repaid on time. Credit reference agencies will share your information with other organisations. Your information will also be linked to the information of others, such as your spouse or partner, any joint applicants, or other financial associates. If you're opting to open a cash account only we do not undertake any credit reference checks. We always strive to adopt best practice in relation to the collection, storage and processing of your personal information. We take your privacy very seriously and adhere to the highest standards to protect your personal information. Essentially, we collect personal information about you in relation to our dealings with you as our customer, and so that we can tell you more about our products and services, and the products and services of our group companies. If you would like to find out more about the personal information we collect and what we do with it, then please read the UK Plumbing Supplies Ltd Privacy Policy and our addendum on line through <https://www.grahamdirect.co.uk/legal-information/privacy-policy/> or ask to view a copy in branch. If you would prefer to request a hard copy of the policy, have any questions about how we collect, store and use your personal information, or if you have any other privacy-related questions, please contact our Privacy Correspondent by email at [website@grahamdirect.co.uk](mailto:website@grahamdirect.co.uk). On the successful opening of an account with us, we will advise you of your account details and we will take the opportunity to ask you for your communication preferences, so we can keep you up to date with offers relating to goods and services which may be of interest to you.

# Standard Terms and Conditions of Sale

These Terms & Conditions relate to trade sales only and not consumer sales.

These terms apply to all contracts which any customer enters into with Graham, a trading brand of UK Plumbing Supplies Ltd (No.02723962) wholly or mainly for the purposes of its trade, craft, business or profession. Separate terms apply to consumer sales and the statutory rights of a Customer who is a Consumer are not affected by these Conditions.

All Customers should print out and keep a copy of these terms and your order/order confirmation for future reference.

## 1. Interpretation

### a) In these Conditions:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. "Company" means Graham, a trading brand of UK Plumbing Supplies Ltd (Company No.02723962); "Conditions" means these commercial terms and conditions of sale; "Customer" means the Customer; "Contract" means the contract between the Customer and the Company; "Contract Documents" means the Conditions, the quotation and any other documents made between the Company and the Customer in accordance with these Conditions. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control. "Goods" means the goods and materials and any part of them (including samples, where relevant) which are the subject of the Contract. "Specification" means any specification for the Goods, including any related plans and drawings that is agreed by the Customer and the Company. b) Interpretation:

(a) 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 re-enacted. (b) Any phrase introduced by the words "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. (c) A reference to writing or written includes emails.

### 2. The Contract/Order Acceptance

(a) These Conditions shall apply to the Contract and to all orders placed to and accepted by the Company to the exclusion of any other terms and conditions which the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. (b) No variation to these Conditions shall be binding without the express written agreement of a director of the Company. (c) The Company may, at its discretion, refuse to supply to the Customer the Company shall constitute an offer to contract on these Conditions. Even if the Company has given a quotation and/or estimate, no order placed by the Customer is binding on the Company until it has been accepted by the Company. (d) In placing an order with the Company the Customer and its representatives warrant and represent that each of them has the necessary authority to bind the Customer in contract. (e) The Customer is solely responsible for ensuring that the terms of its order and any applicable specification are complete and accurate. (f) The Customer's order for Goods will be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract in accordance with these Conditions shall come into existence. (g) 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 Conditions. (h) The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

### 3. Estimates/Quotations

Please note: All Estimates and Quotations are valid for a maximum period of 30 days.

(a) The Customer is entirely responsible for ascertaining the quantities it requires notwithstanding that an estimate or quotation may have been given by the Company. (b) Quotations or estimates do not constitute an offer and the Customer may, at its discretion, accept or reject any quotation or estimate provided to the Customer by the Company is not an offer and the Company reserves the right to withdraw or amend any quotation at any time before the Company's acceptance of the Customer's order. (c) Where fine or specific tolerances are required in Goods beyond those generally accepted in the building trade no liability will attach to the Company unless the tolerances are notified in writing to the Company at the time the Customer provides its order to the Company and the Company has agreed in writing to supply Goods that meet those tolerances. (d) The Company may without notice to the Customer reasonably alter any specification, description, design, drawing, illustration and/or other particulars relating to the Goods and to the performance of the Contract and may also substitute and supply similar goods of equivalent type in the performance of the Contract, provided that any alteration or substitution does not significantly reduce or change the substantive quality and/or nature of the Goods.

### 4. Returns/Cancellations

(a) If the Customer incorrectly orders any Goods or otherwise wishes to terminate the contract for convenience the Company may, in its sole discretion, determine whether or not to accept the return of the Goods/termination. The acceptance by the Company of returned Goods shall be on the same terms as it may determine and in particular the Company may charge for the carriage and handling of such Goods at the greater of 25% of their invoiced value or £25.00 per order for Goods that are not made or marked "Special Order". (b) Goods returned for any reason not for convenience by the Customer once the order has been accepted by the Company nor will any allowance be made in respect of Specials if they are subsequently returned.

### 5. Prices

(a) The price of the Goods ("the Price") shall be the price quoted by the Company to the Customer provided the Customer accepts the quotation within 30 days of its date and a quotation or estimate shall only be valid for 30 days. Where no price has been quoted (or a quoted price is no longer valid) the Price shall be the Company's base price on the date the Goods are delivered. (b) The Company may, by giving notice to the Customer at any time up to 7 days before delivery or collection of the Goods, increase the Price to reflect any increase in the cost to the Company of procuring or supplying the Goods which is due to factors beyond its reasonable control (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and manufacturing costs); in such circumstances the Customer may cancel the Contract provided that they do so not later than 3 days before the due date for delivery. (c) All prices quoted are exclusive of Value Added Tax and delivery charges unless otherwise stated. (d) If the Customer orders Goods to be collected in accordance with Condition 7(a)(i) but then changes its mind to request delivery to a Delivery Location, the Company may charge the Customer a reasonable fee for delivery plus a reasonable administration fee.

### 6. Accounts/Payments

(a) Credit accounts may be opened at the discretion of the Company, subject to satisfactory credit references being obtained. Unless otherwise agreed in writing, payment for Goods supplied on credit accounts shall become due and payable no later than the last day of the month following the month of delivery. However if the Goods concerned are Specials the Company may instead apply the payment terms in Condition 7(a) to such accounts, that is, Customers who do not have a credit account with the Company or whose credit account is cancelled or suspended under Condition 6(g) and in respect of the supply of Specials to credit account Customers and other non-standard transactions (as determined by the Company), the Customer shall pay the price for the Goods on acceptance of order, or on or before delivery, (where applicable), upon receipt of the Company's invoice. (c) No payment shall be deemed to have been received until the Company has received cash or cleared funds. Time for payment shall be of the essence. Notwithstanding any other provision, all payments payable to the Company under any Contract shall become due immediately if the Company becomes entitled to terminate the Contract under Condition 16(a) or the Contract otherwise terminates. (d) An invoice for Goods shall be issued by the Customer within 21 days of the invoice date, otherwise the invoice amount shall be deemed to be accepted by the Customer. (e) Without prejudice to the Company's rights to enforce payment, if the Customer fails to make payment in accordance with these Conditions the Company is entitled to seek interest on any overdue balance outstanding pursuant to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, or (at the Company's absolute discretion) to charge interest on any overdue balance outstanding (notwithstanding that a portion of the account or invoice is the subject of any dispute or from the due date for payment). (f) The Company may, at its discretion, suspend the payment of interest on any overdue balance pending the lending rate from time to time of the Bank of England. (g) The Customer shall indemnify the Company against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights under this Condition 6, including any administration fee incurred if the Company refers a late/non payment dispute to its lawyers or collection agents. (h) The Company may cancel or suspend the Customer's credit account by notice in writing at any time should it decide, for whatever reason, that it requires further security from the Customer, other than that already provided (if any). If the Company exercises such rights it may continue trading with the Customer in accordance with Condition 6(a). The Company may restate the credit account once the additional security required has been provided by the Customer and any other conditions have been met. The Customer agrees to use its best endeavours to ensure that any additional security required by the Company (including but not limited to a third party guarantee) is provided. (i) The Company may at any time, at its sole discretion and without reference to the Customer or any guarantor: (i) increase (without limit) or decrease any credit limit applied to the Customer; and (ii) supply Goods in excess of the credit limit. (j) The Company may take action to collect all monies owing in full whether or not the sums due exceed the prevailing credit limit. (k) Where more than one invoice is outstanding the Company may choose against which invoice(s) to apply any payment received by the Customer. (l) The Company may, at its discretion, suspend the payment of interest on any sums due to the Company prior to written notice, which acknowledges service, of any change in its constitution or ownership or, in the case of a sole trader or partnership, if it wishes to incorporate or merge with others. The Company may then decide whether to exercise its rights in Condition 6(g) to continue trading with the Customer, whether a new credit application is required and whether to continue with any credit arrangements granted to the Customer and shall not be obliged to continue with either unless a written confirmation and acceptance is issued by an authorised member of the Company's credit management team, Company director or the Company Secretary. (m) If a cheque issued by the Customer to pay an account is dishonoured the Company may debit the Customer's account with any charge or cost incurred by the Company as a consequence. (n) On termination of the Contract, however caused, the Company's rights contained in this Condition 6 shall remain in effect.

### 7. Delivery/Despatch

(a) Delivery of the Goods shall be made: (i) by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection; or (ii) if some other place for delivery ("Delivery Location") is agreed between the Customer and the Company, by the Company delivering the Goods to that place at any time after the Company has notified the Customer that the Goods are ready. (b) Risk of loss of or damage to the Goods shall pass to the Customer: (i) in the case of Goods collected from the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; (ii) in the case of Goods to be delivered to the Delivery Location, on delivery to the Delivery Location; and (iii) if the Customer fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods. (c) If Goods are delivered to the Delivery Location: (i) the Company accepts no liability whatsoever for any loss of or damage to the Goods whilst in transit unless it is notified in writing with the details of the damage within 7 days of delivery; (ii) the Customer shall procure and pay for the transport of the Goods to the Delivery Location; (iii) the Customer shall ensure that the Goods and the equipment required to complete the delivery (iv) the Customer shall be responsible for any return visits made as a result of the Customer's failure to take delivery of the Goods; (v) delivery is completed on the completion of unloading of the Goods at the Delivery Location as near as possible to the Delivery Location as is safe and the public highway permits. (d) Any stated time or date for delivery is an estimate only and is not binding on the Company. The time and date of delivery is not of the essence and the Company shall not be liable for any failure to deliver by such time or date, nor for any loss or damage arising directly or indirectly from such failure. The Customer may not refuse to accept Goods because of late delivery, nor, where Goods are to be delivered in instalments, shall the Company's failure to deliver any instalments by any time or date entitle the Customer to treat the Contract as wholly or partly repudiated. (e) If the Customer fails to take delivery of Goods or to give the Company adequate instruction for delivery then, without prejudice to its other rights, the Company may: (i) store the Goods until actual delivery and charge the Customer for the costs (including insurance) of storage; or (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the Price or charge the Customer for any shortfall against the Price. (f) Where delivery is to be made by instalments, each instalment shall be deemed to be a separate and distinct contract and no default by the Company in respect of any one or more instalments shall entitle the Customer to reject or withhold payment in respect of any other instalment. (g) The Company shall provide evidence (such as a delivery note) of the delivery of Goods supplied in response to a request from the Customer provided it is received within 3 months of the delivery date. If the Customer does not raise any query about delivery within such period, the Goods concerned shall be deemed to have been delivered in accordance with the Contract. (h) The Company does not accept liability for shortages in quantities delivered unless the Customer notifies the Company of any claim for short delivery of the Goods within 2 days of the delivery to the Customer. In such circumstances the Company's liability shall be restricted to making good the shortage. Any delivery book or note marked "NOT EXAMINED" will not prevent the operation of these clauses nor constitute express or implied notice in writing of any potential or actual shortage. (i) If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company 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 the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. (j) The Customer must provide the Company with an address for delivery if it does not intend to collect the Goods, along with all of the information which the Company reasonably requires to enable it to determine whether it will be able to deliver the Goods, the appropriate method of delivery and the cost to the Customer of providing the delivery service. (k) The Customer is responsible for any additional lifting once delivery has been completed.

### 8. Performance

The Customer is responsible for ensuring that: (i) the Goods are sufficiently suitable and fit for the purpose intended and comply with all applicable requirements whether statutory, regulatory, municipal or otherwise; (ii) its premises are safe and suitable for the delivery, installation, use and operation of the Goods and comply both before and after such delivery, installation and during such operation with all relevant legislation (including without limitation safety legislation); (iii) any item of equipment provided by it which relates to the installation or operation of the Goods or is ancillary to or for use in connection with the Goods shall not adversely affect their suitability or fitness for purpose.

### 9. Warranty

(a) Subject to Condition 10(a) the Company agrees (in its discretion) to repair (if possible), replace free of charge or refund any sums paid by the Customer for any Goods which in the reasonable opinion of the Company are defective due to a manufacturing fault but only if: (i) such fault is notified to the Company in writing within 7 days of delivery; and (ii) the Company and/or its representative is given a reasonable opportunity after receiving the notice of examining such Goods in situ and the Customer (if asked to do so by the Company) returns such Goods to the Company, at such address specified by the Company, for the examination to take place there. (b) The Company shall not be liable for a breach of the warranty in Condition 9(a) if the Customer makes any further use of such Goods after giving notice of a defect; (ii) the defect arises because the Customer failed to follow the Company's or the manufacturer's oral or written instructions as to the storage, installation,

commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (iii) the Customer alters or repairs such Goods without the written consent of the Company. (c) The Company is not responsible either for the cost of removing or re-installing any repaired or replacement Goods, unless previously agreed in writing by a Company director. (d) Any defective Goods or parts thereof replaced by the Company shall be supplied on the same terms and conditions as the original Goods. (e) Where the property of the Customer in the Goods is transferred to the Company, the property of the Customer in the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company. (f) The Company shall not be liable for consequential loss or damage to or for loss of profit, business, savings, production or goodwill which arises out of or in connection with the Contract. (g) The Customer shall indemnify the Company from and against all claims, damages, or liability suffered or incurred by the Company or any third person for or arising out of the negligence, breach of statutory duty, breach of contract or other duty of the Customer or its officers, employees, agents or contractors, in each case in the course of performance of or otherwise in any way arising out of or in connection with the Contract. (f) These Conditions set out the Company's entire liability in respect of the Goods and rights granted under them in lieu and to the exclusion of all other warranties, conditions and other terms express or implied by statute, common law or a course of business except for any which cannot legally be excluded. (g) 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.

### 11. Misrepresentation

(a) The Company shall not be liable in respect of any misrepresentation made by the Company its servants or agents to the Customer its servants or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements unless the representation is made or confirmed in writing by the Company and/or is fraudulent. (b) Without prejudice to Condition 11(a), whilst the Company takes every precaution in the preparation of its catalogues technical circular price lists and other literature, these documents are for the Customer's general guidance only and statements made in them (in the absence of fraud on the part of the Company) shall not constitute representations by the Company to the Customer and shall not be bound by them.

### 12. Ownership

(a) The risk in the Goods shall pass to the Customer on completion of delivery (b) Unless the Company agrees otherwise in writing, title to the goods shall not pass to the Customer until the earlier of (i) The Company receives payment in full (in cash or cleared funds) for the Goods and all other sums which are due to the Company from the Customer, in which case title to the Goods shall pass at the time of payment of all such sums and (ii) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 12(c). (b) Subject to Condition 12(a) the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before all other goods held by the Customer or any third party to which they remain readily identifiable as the Company's property (ii) not remove, deface or obscure any identifying mark, serial number or packaging on or relating to the Goods (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price from the date of delivery, providing the Company with a copy of the insurance policy upon request (iv) notify the Company immediately if it becomes subject to any of the events listed in Condition 16(b) or it seeks to encumber or in any way charges any of the Goods; and (v) give the Company such information relating to the Goods as the Company may require from time to time. (c) Subject to Condition 12(a) the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time: (i) it does so as principal and not as the Company's agent; and (ii) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs. (d) If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 16(b) then, without limiting any other right or remedy the Company may have (i) the Customer's right to resell the Goods or use them in the ordinary course of its business; and (ii) the Company may at any time require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and, 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.

### 13. Sizes and Weights etc.

(a) All sizes stated by the Company or a manufacturer are subject to dimensional tolerances in accordance with the appropriate BSS. (b) The Company may deliver to the Customer an excess and/or deficiency of up to 10% of the weight or volume it agrees to deliver without any liability to the Customer and in such circumstances the Price payable by the Customer may be adjusted accordingly.

### 14. Goods and Packaging

(a) The Company may charge for any packaging provided on a time and materials basis. Charges levied by the Company for crates, cases, pallets or aggregate bags will be credited if reusable items in good condition are returned to the Company carriage paid within 28 days of delivery. Polythene sacks are nonreturnable. (b) The Customer is solely responsible for the disposal of any waste arising from the Goods once delivered and will comply with all applicable laws, regulations and waste management licences relating to such waste.

### 15. Force Majeure

The Company may defer the date of delivery or cancel the Contract or reduce the volume of Goods ordered by the Customer (without liability) if the Company is affected by or delayed in performing its obligations under a Force Majeure Event including, without limitation, acts of God, governmental actions, or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

### 16. Default and Termination

(a) The Company may, without prejudice to or limiting its other rights and remedies, stop any Goods in transit and/or suspend further deliveries and/or by notice in writing to the Customer terminate the Contract with immediate effect, if (i) the Customer becomes insolvent (ii) if the Customer fails to pay any amount due under the Contract on the due date for payment or (iii) the Customer commits any other material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so; (b) For the purposes of Condition 16(a) "insolvent" means the Customer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, the levying of the threat of execution or distress on any property of the Customer, the appointment of a receiver or administrative receiver over all or any part of the Customer's property or assets, a proposal for a voluntary arrangement or compromise between the Customer or its creditors whether pursuant to the Insolvency Act 1986 or otherwise, being wound up by order of the court or the Customer's agreement to pass its undertaking to a receiver or administrator or to a liquidator, the presentation of a petition for the winding-up of the Customer or an administration order in relation to the Customer, the Customer taking 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), the Customer ceasing or threatening to cease to carry on all or a substantial part of its business or the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy;. (c) If the Company is terminated under the Contract under Condition 16(a) the Company may, without prejudice to its other rights: (i) in the case of any sale involving more than one delivery forthwith suspend any further deliveries; (ii) demand immediate payment of all sums then payable by the Customer regardless of whether the Customer is in default of the contract under which such sums are payable, including such sums not yet due.

### 17. Patent and Trade Marks

(a) No representation is made or warranty given that any Goods supplied do not infringe any letters patent, trademarks, registered designs, or similar industrial or intellectual property rights. (b) The Customer will unconditionally fully and effectively indemnify the Company against all liabilities, losses, damages, costs, expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered and/or awarded against and/or incurred by the Company in connection with or paid or agreed to be paid by the Company as a consequence of, arising out of or in connection with the Company's use of the Specification and/or supplying Goods to Specification or designs provided by or on behalf of the Customer, including in settlement of any claim for infringement of any patents, copyright, design, trademark or any other industrial or intellectual property rights of any other person. This Clause 16(b) shall survive termination of the Contract.

### 18. Notices

Any notice under or in connection with the Contract shall be in writing and shall be deemed properly delivered if addressed to the party concerned at its principal place of business or last known address and sent by first class pre-paid post. Such notice shall be deemed to be delivered 48 hours after posting. Notices may not be given by email.

### 19. Disputes and Set-Off

Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these Conditions and the Customer may not withhold or delay payment or exercise any rights of set-off whatsoever and h/wsoever arising which might otherwise be available to it.

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.

### 21. Health & Safety

Certain Goods could, if incorrectly used, give rise to risks to health and safety. Information in respect of such Goods is available from the Company. The Company shall ensure compliance so far as is reasonably practicable by its employees, agents, licensees and customers with any instructions given by the Company or the manufacturer for the purpose of ensuring that the Goods are safe and without risk to health when properly used and will take any other steps or precautions, having regard to the nature of the Goods, as are reasonably necessary to preserve the health and safety of persons handling, using or disposing of them.

### 22. Severability

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. 23. Headings

The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 24. Governing Law and Jurisdiction

(a) 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 (b) Subject to Condition 24(c) 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. (c) The Company shall, in its acceptance of the Customer's order, be entitled to elect that the Contract shall be governed by and construed in accordance with Scottish law and/or that all disputes arising in connection with the Contract shall be submitted to the exclusive or non-exclusive jurisdiction of the Scottish Courts. .

### 25. Credit Search

The Company will make a search with a Credit Reference Agency, who will keep a record of that search and will share the information with the Company and its other businesses. In some instances the Company may also make a search on the personal credit file of principal directors. The Company may also pass or share Customer information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. The Company will monitor and record information relating to Customer trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing the Company may also share information with other businesses.

### 26. Assignment

(a) 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 the Company. (b) The Company may assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### 27. No Rights to Third Parties 28. Data Protection

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms. The Company will only use the personal information provided to it by the Customer as set out in the Company's Privacy Policy. The Company's data protection policy can be found at its websites or by writing to our Data Protection Officer at Graham, Quayside 2A Wilderspool Park, Greenalls Avenue, Stockton Heath, Cheshire, WA4 6HL.

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