

Standard Terms & Conditions of Purchase

Clause 1

Only and specifically the terms and conditions of purchase issued by PennWhite shall be valid and will remain in force as the sole terms and conditions between PennWhite and its supplier. Within these Terms & Conditions "PennWhite" shall be taken to refer to PennWhite Ltd.

Clause 2

The supplier is obliged to deliver within the time frame explicitly stated in the PennWhite purchase order. Upon exceeding this time frame PennWhite shall be entitled to terminate the contractual agreement between the parties, notwithstanding its right to claim damages for non-compliance with the delivery period.

Clause 3

The supplier warrants that any and all goods, packaging and labelling delivered to PennWhite are in compliance with the contractual or otherwise reasonable and customary quality requirements. The packaging and/or wrapping of goods are expected to be included in the agreed price. If packaging and/or wrapping is not included in the agreed price, such deviation and exception shall be separately confirmed by the supplier in their purchase offering. All goods delivered must be marked and identified clearly in an identifiable way. Any and all deliveries must be accompanied by delivery notes that include all references and details included in the PennWhite purchase order. If appropriate or requested a Certificate of Analysis must also accompany the goods.

Clause 4

Acceptance of any goods delivered to PennWhite shall be made under reservation and conditional to the completion of any subsequent tests or inspection which PennWhite finds or deems necessary. Any acceptance of goods shall occur solely at the place of delivery specified by PennWhite.

The rejection of delivered goods entitles PennWhite to terminate the contractual agreement, without any right or entitlement on the part of the supplier to any claims of damages, and without any further notice given to the supplier by PennWhite, to return the goods to the supplier at the supplier's risk or alternatively to demand from the supplier, repair or fulfilment of the contractual agreement notwithstanding PennWhite entitlement to reimbursement of any damages so incurred.

Clause 5

Any PennWhite purchase order must be fulfilled and complied with solely by the organisation to whom such purchase order is addressed. Sub-contracting is only allowed if agreed in writing and in advance by PennWhite. The manufacture of goods relating to a PennWhite purchase order can be inspected by PennWhite while in progress at the actual working place where the supplier (or sub-contractor) is manufacturing the goods.

Clause 6

The supplier indemnifies PennWhite against any infringement of intellectual knowledge including, but not limited to, licences, trademarks and third-party products.

Clause 7

Any samples requested or required by PennWhite must be manufactured by the supplier using the same materials and, if appropriate, formulation which will be used in the manufacture of the supplied goods. If this is not complied with PennWhite is entitled to refuse delivery without being liable for any additional costs. Alternatively, PennWhite is allowed to demand immediate re-manufacture of the goods as per the sample, or to terminate the purchase order under reservation of any possible claims for damages.

Clause 8

Any documentation (including electronic variants) provided by PennWhite, which is its legitimate property, must be returned as soon as the purchase order has been satisfied. The same applies to any materials supplied by PennWhite, which is its legitimate property, such materials must be returned in proper condition. If this is not done PennWhite reserves the right to claim reimbursement for damages incurred.

Clause 9

Unless otherwise agreed in writing and in advance, payment for any delivered goods or services will occur solely after PennWhite has explicitly approved the delivered goods or services. Supplier invoices must be submitted to PennWhite at the address provided on the purchase order. They must contain all reference numbers and relevant details included on the purchase order.

Clause 10

The supplier is obliged to ensure the goods to be supplied are insured against any transport risk whether delivered by their own vehicles or those of a third-party sub-contractor. Subsequent to the availability of a proper insurance PennWhite may demand damages for possible loss of production or loss of sales. Goods which are assigned or given in trust by PennWhite to the supplier shall be stored and dealt with by the latter. A monthly itemised survey of such goods shall be submitted to PennWhite by the supplier and any loss or damage shall be reimbursed by the supplier.

Clause 11

Unless agreed in writing and in advance PennWhite will not accept any increase in the contractually agreed prices.

Clause 12

Any damages occurring to PennWhite personnel, installations, equipment or buildings while the supplier is making their delivery or performing their services shall be fully and totally reimbursed by the supplier or proper and full repairs made by them to the satisfaction of PennWhite.

Clause 13

All goods delivered inclusive the proper transportation of such goods must be in compliance with European regulations and resolutions as well as any further safety regulations and directives as may be applicable and relevant. The supplier shall for such purposes identify in advance any relevant written documentation in this respect.

Clause 14

The supplier will be deemed to be fully aware of the general PennWhite Terms & Conditions of Purchase (this document) which are available at www.pennwhite.co.uk. Any disputes arising from, or addressed by these Terms & Conditions, shall be subject to English law.

Clause 15

Suppliers are expected to comply with best practice in ethical and environmental matters. Suppliers should offer safe and fair employment in line with the tenets of the Ethical Trading Initiative's Base Code or Social Accountability International's SA8000 Standard. Suppliers are also expected to monitor and manage the environmental impact of their operations in line with the requirements of ISO14001 Environmental Management Systems.