

1. Basis of contract

- 1.1 The Order constitutes an offer by Krohne to purchase Goods from the Supplier in accordance with these Conditions.
- 1.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order at which point, and on which date the Contract shall come into existence. The Supplier must confirm receipt of any Order within 24 hours and send formal acknowledgment of any Order within 48 hours of receipt.
- 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

2. Supply of Goods

- 2.1 The Supplier shall ensure that the Goods:
- 2.1.1 correspond with their description and any applicable Specification;
- 2.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Krohne and in this respect Krohne relies on the Supplier's skill and judgement;
- 2.1.3 where they are manufactured products, are free from defects in design, materials and workmanship and remain so for 12 months after delivery (in addition to any warranties or guarantees offered by the Supplier); and
- 2.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.
- 2.2 Krohne may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 2.3 If following such inspection or testing Krohne considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 2.1, Krohne shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Krohne may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Delivery

- 3.1 The Supplier shall ensure that:
- 3.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 3.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 3.1.3 it states clearly on the delivery note any requirement for Krohne to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- 3.2 The Supplier shall deliver the Goods:
- 3.2.1 on or before the date specified in the Order (but only within the month of the date specified in the Order) or, if no such date is specified, then within 5 Business Days of the date of the Order;
- 3.2.2 to Krohne's premises at 6-10 Davy Close, Park Farm Industrial estate, Wellingborough, NN8 6XX or such other location as is set out in the Order or as instructed by Krohne before delivery; and
- 3.2.3 during Krohne's normal hours of business, or as instructed by Krohne.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at Krohne's designated delivery location.
- 3.4 If the Goods are delivered to Krohne in excess of the quantities ordered Krohne shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 3.5 The Supplier shall not deliver the Goods in instalments without Krohne's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Krohne to the remedies set out in clause 4.1.
- 3.6 Title and risk in the Goods shall pass to Krohne on completion of delivery.

4. Krohne remedies

- 4.1 If the Supplier fails to comply with the terms of the Contract, Krohne shall, without limiting or affecting other rights or remedies available to it, be entitled to:
- 4.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 4.1.2 to reject the Goods (in whole or in part)(if delivered) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense
- 4.1.3 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 4.1.4 to recover from the Supplier any costs incurred by Krohne in obtaining substitute goods from a third party;
- 4.1.5 to require a refund from the Supplier of sums paid in advance for Goods that it has not delivered; and
- 4.1.6 to claim damages for any additional costs, loss or expenses incurred by Krohne which are in any way attributable to the Supplier's failure to comply with the terms of the Contract; and
- 4.1.7 to require the Supplier to repair or replace any rejected Goods or to provide a full refund of the price of the rejected Goods (if paid).

5. Charges and payment

- 5.1 The price for the Goods shall be as set out in the Order or otherwise agreed in writing by Krohne and will inclusive of all costs and expenses relating to the provision of the Goods (including costs for packaging, insurance and carriage). No extra charges for the Goods shall be payable unless agreed in writing and signed by Krohne.

- 5.2 The Supplier shall invoice Krohne on or at any time after completion of delivery.
- 5.3 In consideration of the supply of Goods by the Supplier, Krohne shall pay the invoiced amounts, within thirty days of the end of the month in which a correctly rendered invoice is issued, to a bank account nominated in writing by the Supplier.
- 5.4 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum at 2% per annum above the Bank of England's base rate, whether before or after judgment.
- 5.5 Krohne may at any time, without notice to the Supplier, set off any liability of the Supplier to Krohne against any liability of Krohne to the Supplier.
- 6. Indemnity**
- 6.1 The Supplier shall indemnify Krohne against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses) suffered or incurred by Krohne arising out of or in connection with:
- 6.1.1 any claim made against Krohne for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods;
- 6.1.2 any claim made against Krohne by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as; and
- 6.1.3 any claim made against Krohne by a third party arising out of or in connection with the supply of the Goods, as delivered.
- 6.2 This clause 6 shall survive termination of the Contract.
- 7. Confidentiality**
- 7.1 Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
- 7.2.1 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 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 7; and
- 7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 Neither party shall use the 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.
- 8. Compliance with laws**
- 8.1 The Supplier will ensure that at all times:
- 8.1.1 it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 8.1.2 it complies with Krohne's Mandatory Policies; and
- 8.1.3 in completing all Orders for Krohne assess and reduce the environmental impact of its own products and services throughout their entire life cycle and use material resources responsibly, in order to achieve sustainable growth that respects the environment, including (but not limited to) reducing the use of single use plastics and/or harmful chemicals and recycling any scrap materials to the fullest extent possible.
- 9. Termination**
- 9.1 Without affecting any other right or remedy available to it, Krohne may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 9.1.1 the Supplier commits a breach of clause 8 (Compliance with relevant laws and policies).
- 9.1.2 for convenience by giving the Supplier one week's written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified to do so;
- 9.2.2 the other party 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), obtaining a moratorium, 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; or
- 9.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.3 On termination of the Contract, the Supplier shall immediately deliver to Krohne all Goods whether or not then complete and return all of Krohne's materials. If the Supplier fails to do so, then Krohne may enter the Supplier's premises and take possession of them.
- 9.4 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Notices

- 10.1 Any notice given to a party under or in connection with the Contract shall be:
- 10.1.1 in writing;
- 10.1.2 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and
- 10.1.3 deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address or 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 or at the time recorded by the delivery service.

11. General

- 11.1 Krohne may at any time deal in any manner with all or any of its rights and obligations under the Contract. The Supplier shall not assign, transfer, sub-contract, or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Krohne.
- 11.2 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 11.3 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.4 The 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.
- 11.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 11.6 The Contract, and any dispute or claim arising out of or in connection with it shall be governed by English law and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.

12. Interpretation

- 12.1 The following definitions and rules of interpretation apply in these Conditions.

12.1.1 Definitions:

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

"Conditions" these terms and conditions as amended from time to time in accordance with clause 11.5.

"Contract" the contract between Krohne and the Supplier for the supply of Goods in accordance with these Conditions.

"Goods" the goods (or any part of them) set out in the Order.

"Krohne" Krohne Limited registered in England and Wales with company number 01254855 whose registered office is at 34-38 Rutherford Drive, Park Farm Industrial Estate, Wellingborough, Northamptonshire, NN8 6AE.

"Krohne's Mandatory Policies" means Krohne's Business Partners Code of Conduct and HSE Suppliers' Policy (as amended from time to time) and such other policies as Krohne may notify to the Supplier from time to time.

"Order" Krohne's order for the supply of Goods, as set out in the Krohne's purchase order form, or in the Krohne's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

"Specification" any specification for the Goods, including any related plans and drawings that is agreed in writing by Krohne and the Supplier.

"Supplier" the person or firm from whom Krohne purchases the Goods.

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