1.0 DEFINITIONS

1.1 "**Claims**" means any costs, claims, demands, proceedings, losses, liabilities and expenses (including legal expenses)
1.2 "**Conditions**" means these terms and conditions relating to the provision of Services/Supplies;
1.3 "**Contract**" means the contract formed by the acceptance of the Purchase Order and shall incorporate these Conditions and those of the Purchase Order
1.4 "**Contracto**r" means the person or company as described in the Purchase Order who has supplied or will provide Services/Supplies to 21CC Group Ltd pursuant to the Contract
1.5 "**Date of Delivery**" means the date of delivery specified in the Purchase Order
1.6 "**Delivery Address**" means the delivery address at which the Supplies are to be delivered as specified in the Purchase Order
1.7 "**Goods**" means any Goods supplied to 21CC Group Ltd in terms of the Contract, including any installment of goods or any Goods substituted for Goods supplied to 21CC Group Ltd
1.8 "**Intellectual Property Rights**" means all patents, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing-off, rights in confidential information (including know-how) and any other intellectual property rights;
1.9 "**Method Statement**" means the statement of methods that the Contractor intends to use when supplying the Services/Supplies at the Delivery Address
1.10 "**Price**" means the price of the Services/Supplies exclusive of VAT which has been negotiated between 21CC Group Ltd and the Contractor such price being that as detailed in the Purchase Order or such other price as 21CC Group Ltd may accept in writing
1.11 "**Purchase Order**" means the purchase order attached to these Conditions which is subject to these Conditions
1.12 "**Risk Assessment**" means an evaluation carried out by the Contractor in respect of the potential implications of supplying the Services/Supplies at the Delivery Address and any hazards arising as a result
1.13 "**Services**" means any services provided to 21CC Group Ltd in terms of the Contract
1.14 "**Supplies**" means supplies of Goods to 21CC Group Ltd including Goods for hire
1.15 "**21CC Group Limited**" means 21CC Group Limited a company incorporated in Scotland under the Companies Acts registered number SC417594 and having its registered office Hopetoun Sawmill, Hopetoun Estate, South Queensferry EH30 9SL.

2.0 CONDITIONS

2.1 These Conditions shall apply both to contracts for the purchase of Goods and to contracts for the purchase of Services and shall be interpreted accordingly.
2.2 These Conditions shall supersede and override any conditions of sale, supply or business or any other terms, which have been or may be issued by the Contractor at any time in the past or at any time during the negotiation of the Contract.
2.3 These Conditions do not affect 21CC Group's statutory and other legal rights.
2.4 A reference to a provision of law is a reference to that provision as it is in force for the time being taking account of any amendment, extension, application or reenactment and includes any subordinate legislation for the time being in force made under it.
2.5 The headings are for convenience only and shall not affect the interpretation of these Conditions.
2.6 These Conditions (as amended from time to time by 21CC Group Ltd shall apply to all future purchases of Goods and/or Services by 21CC Group Ltd from the Contractor, unless otherwise agreed in writing by 21CC Group Ltd and the Contractor.
2.7 References to any conditions are references to these Conditions.
2.8 These Conditions and the Purchase Order together comprise the Contract between 21CC Group Ltd and the Contractor.

3.0 DELIVERY OF GOODS AND PROVISION OF SERVICES

Goods

3.1 The Contractor shall deliver the Goods or complete provision of the services by the Date of Delivery (or within a reasonable time if no date of delivery or time of delivery is specified in the Purchase Order). Time of delivery is of the essence.
3.2 Provision of the Supplies to 21CC Group Ltd shall be made to the Delivery Address unless otherwise agreed in writing between 21CC Group Ltd and the Contractor.
3.3 The Contractor shall ensure that the Goods are properly packaged so as to avoid loss, damage, deterioration, contamination or distortion prior to their being delivered to 21CC Group Ltd.
3.4 The Contractor shall be responsible for the unloading and transportation of all Goods and all equipment necessary for the provision of the Services at the Delivery Address or such other location as is agreed between the parties in writing.
3.5 21CC Group Ltd shall endeavor to notify the Contractor of any Goods incorrectly delivered or damaged or detained in transit or of any Services defectively provided, but shall not be responsible for giving notice of any such occurrence (in the case of Goods) to the carrier or (in the case of Services) to any employee, agent or other person providing the Services on behalf of the Contractor.
3.6 The Contractor may not deliver Goods or provide Services in installments or make partial deliveries of Goods or partial provision of Services unless otherwise stated on the Purchase Order or with the prior written consent of 21CC Group Ltd.
3.7 The Contractor shall obtain and comply with any export and/or import licenses, permits or consents for the provision of the Supplies to 21CC Group Ltd.
3.8 If the Goods are not delivered by the Contractor on the Date of Delivery (or such other date as is agreed by both parties in writing) then, without prejudice to any other rights which it may have, 21CC Group Ltd reserves the right to (i) cancel the Contract in whole or in part; (ii) refuse to accept any subsequent delivery of Goods or provision of Services which the Contractor attempts to make; (iii) recover from the Contractor any expenditure reasonably incurred by 21CC Group Ltd in obtaining goods in substitution from another Contractor; and (iv) claim damages for any additional costs, loss or expenses incurred by 21CC Group Ltd which are in any way attributable to the Contractor's failure to deliver the Goods on the Date of Delivery.
3.9 Where 21CC Group Ltd agrees in writing to accept delivery of Goods by installments, then such installments shall be deemed to be sold under a single contract. Failure by the Contractor to deliver any one installment shall entitle 21CC Group Ltd, at its option, to treat the whole contract (which shall include any and all further installments) as having been repudiated.
3.10 If Goods are delivered to 21CC Group Ltd in excess of the quantities ordered, 21CC Group Ltd shall not be bound to pay for the excess and any excess shall be and remain at the
3.11 Contractor's risk and shall be returnable at the Contractor's expense.

Services

3.12 Prior to commencing the provision of the Supplies the Contractor must provide to 21CC Group Ltd a Risk Assessment and Method Statement specific to the requirements of the Purchase Order. 21CC Group Ltd must confirm its satisfaction with the Risk Assessment and Method Statement prior to the commencement of provision of the Supplies.

3.13 In the case of the supply of Services by the Contractor (i) the Contractor shall not (and procures that its officers, employees, permitted sub-contractors and agents shall not) have the authority to commit 21CC Group Ltd to any legally binding contracts or commitments and nothing in these conditions shall be construed as constituting the Contractor (or any sub-contractor of the Contractor) as an employee or agent of 21CC Group Ltd and shall not hold itself out as such; (ii) if the Contractor or any of its employees is unable to carry out the Services due to illness or accident or is unavailable for any other reason than the Contractor shall not be entitled to receive any fee in respect of the period of such inability or unavailability; and (iii) the Contractor shall be responsible for meeting and shall indemnify 21CC Group Ltd against all tax and National Insurance contributions and all emoluments, PAYE and the whole other employment costs related to the supply of the Services.

4.0 PRICE

4.1 Unless otherwise stated on the Purchase Order, the Price for the Supplies shall be exclusive of VAT and other duties, fees or taxes but inclusive of all costs of delivery or provision to 21CC Group Ltd and all costs of delivery or provision to shall be non-chargeable and non-returnable unless otherwise stated in the Purchase Order.

4.2 The Price for the Supplies shall not be subject to adjustment or increase without the written agreement of, 21CC Group Ltd and 21CC Group Ltd shall be under no obligation to pay any additional cost of such adjustment or increase if such is included in the Contractor's invoice for the Supplies.

4.3 All invoices and statements must show separately the VAT rate, the amount of VAT charged and the Contractor's VAT registration number.

4.4 Unless otherwise stated on the Purchase Order, payment shall be due from 21CC Group Ltd on the date agreed in writing between 21CC Group Ltd and the Contractor and failing such written agreement, 30 days after the date that the Goods were actually delivered, or the Services provided by the Contractor. The Contractor may not invoice 21CC Group Ltd until delivery of the Goods to 21CC Group Ltd has been completed or until the Services have been provided to 21CC Group Ltd.

4.5 Payment by 21CC Group Ltd shall be without prejudice to any claims or rights which 21CC Group Ltd may have against the Contractor and shall not constitute any admission by 21CC Group Ltd as to satisfaction with any of the Contractor's obligations under the Contract. 21CC Group Ltd may make reasonable deductions or deferments from or in respect of the Price for the Supplies in respect of any dispute or claim with or against the Contractor, without prejudice to the Contractor's right to the full Price if such disputes or claims are resolved in its favour.

Set-Off

4.6 Where the Contractor is indebted to 21CC Group Ltd (or to any of 21CC Group Ltd subsidiaries or associated companies) in respect of any services or goods supplied by to the Contractor (whether or not such monies are then due and payable), 21CC Group Ltd may, by notice in writing to the Contractor, set off any or all of the monies owing by to the Contractor for the Goods or Services against such indebtedness, whereupon 21CC Group Ltd shall, to the extent of such set-off, be discharged from its obligation to pay for the Goods or the Services and the Contractor shall to the same extent be discharged from its indebtedness to 21CC Group Ltd (without prejudice to any other remedies of 21CC Group Ltd in respect of any non-payment or other default by the Contractor). This right of set-off applies whether the indebtedness to 21CC Group Ltd is liquid or illiquid.

5.0 WARRANTIES AND LIABILITIES

5.1 (a) The Contractor agrees and warrants to 21CC Group Ltd that:-

5.1.1 In the case of Goods, when delivered to 21CC Group Ltd, the Goods shall comply with either the Contractor's specifications or shall be fit for the purpose which 21CC Group Ltd has made known to the Contractor and the Contractor shall comply with its obligations in terms of the Sale of Goods Act 1979;

5.1.2 In the case of Services, the Services shall be to 21CC Group Ltd reasonable satisfaction and shall be provided with the highest standards of care, skill and workmanship accepted within the trade and that it shall hold as trustee and treat with the highest degree of care and skill accepted within the trade all items, equipment or other materials of 21CC Group Ltd entrusted or otherwise provided to the Contractor for or in connection with the provision of the Services and the Services shall be performed by the Contractor and any of its officers, employees, agents or permitted sub-contractors with due care and diligence and to such high standard of quality as reasonably expected by, and the persons providing such Services are suitably qualified and competent to provide the Services;

5.1.3 Those persons manufacturing and supplying the Goods and supplying the Services 21CC Group Ltd shall comply with all applicable legislation (including without limitation the Consumer Protection Act 1987 ("the CPA"), the Trade Descriptions Act 1968, the Health and Safety at Work Act 1974, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and any amendment or re-enactment thereof) and with all health and safety labeling and other applicable regulations, relevant British Standards and best accepted industry practices; and (iv) In the case of Services provided on or at the Delivery Address, the Contractor shall strictly comply with any rules or regulations applicable to the Delivery Address or any reasonable requests of 21CC Group Ltd , and shall ensure so far as possible that all persons employed by the Contractor to provide the Services are sufficiently competent, trained and experienced to provide the Services safely and effectively. (Conditions 4(a) (i) up to and including 4(a) (iv) are hereinafter referred to as the "Contractor's Warranties").

5.2 If 21CC Group Ltd finds that the Goods or Services fail to comply with any of the Contractor's Warranties, or are not supplied in accordance with the Contract, 21CC Group Ltd shall not be obliged to but shall be entitled to avail itself of any of the following remedies:

5.2.1 Cancel each of the parties' outstanding obligations under the Contract;

5.2.2 Require the Contractor to refund the Price (if such has been paid);

5.2.3 Reject the Goods and return them to the Contractor with a full refund of any amount paid to the Contractor being paid to 21CC Group Ltd

5.2.4 Refuse to accept any further Supplies from the Contractor;

5.2.5 Carry out at the Contractor's expense any work necessary to make the Supplies comply with the Contract;

5.2.6 Claim damages (including costs and expenses) in consequence of the Contractor's breach

5.2.7 Provide the Contractor with the opportunity to remedy any defect in the Goods or in the supply of the Services and/or

5.2.8 Require the Contractor to make good or replace the Goods or re-perform to 21CC Group Ltd satisfaction the Services as soon as practicable at the Contractor's expense. Replacement Goods or reworked Services shall be governed by these Conditions,

including the Contractor's Warranties. If for any reason the Contractor is unable to replace or make good defective Goods or re-perform to 21CC Group Ltd's satisfaction the Services under this Condition within a reasonable period, 21CC Group Ltd may arrange for such replacement or making good or re-performance to be effected and the Contractor shall on demand by 21CC Group Ltd reimburse 21CC Group Ltd with its costs and expenses in doing so.

5.3 The Contractor shall indemnify and keep 21CC Group Ltd fully indemnified against any losses, damages, proceedings, claims and expenses (including without limitation economic losses, loss of profits and claims from 21CC Group Ltd's customers which may be suffered or incurred by 21CC Group Ltd arising from:

5.3.1 Any Supplies failing to comply with any of Contractor's Warranties or

5.3.2 Any Supplies being defective or causing loss or damage under the CPA or other applicable law or

5.3.3 Any late or incomplete delivery of the Supplies or any other breach of the Contract by the Contractor or any negligent act of the Contractor, its officers, employees, agents or sub-contractors.

5.4 The Contractor shall be responsible for all acts and omissions of its officers, employees (whether or not in the course of their employment), agents, or subcontractors, in providing the Supplies as if they were acts or omissions of the Contractor. The Contractor shall on21CC Group Ltd request use reasonable endeavours to assign to 21CC Group Ltd the benefit of any warranty, which the Contractor may have from subcontracted manufacturers of the Goods or from sub-contracted providers of the Services.

6.0 FORCE MAJEURE

Where either:-

6.1.1 The Contractor's ability to deliver the Goods or provide the Services is materially impaired due to circumstances beyond its reasonable control; or

6.1.2 The requirement of 21CC Group Ltd or its customer(s) for the Goods or Services is materially impaired or reduced due to circumstances beyond the reasonable control of 21CC Group Ltd or the customer(s) concerned, 21CC Group Ltd may without liability suspend or terminate (in whole or in part) the parties' outstanding obligations under the Contract.

7.0 TERMINATION AND SUSPENSION

7.1 21CC Group Ltd may, without prejudice to its other rights and remedies, immediately terminate or suspend the whole or any outstanding part of the Contract in the circumstances described in condition 7.2. 21CC Group Ltd may also suspend deliveries of Goods or provision of Services while investigating any claim relating to any prior shipment (under any contract) of Goods or provision of Services.

7.2 The relevant circumstances are if:-

7.2.1 The Contractor fails to deliver or dispatch the Goods or commence or complete the Services on the Date of Delivery required or within the period (as the case may be) required under condition 2(a) or breaches any other term of the Contract; or

7.2.2 If an application is made (or in the case of voluntary liquidation a resolution passed) for the sequestration or liquidation of the Contractor, or for the appointment of a receiver or administrator or if any diligence is effected against its assets or the Contractor suffers any foreign equivalent of the foregoing; or

7.2.3 21CC Group Ltd has reasonable grounds for suspecting that an event in condition 6(b)(ii) has occurred or shall occur, or that the Contractor shall not deliver the Goods or provide the Services in accordance with the Contract, and so notifies the Contractor of its reasonable grounds for suspicion; or

7.2.4 The Contractor ceases or threatens to cease to carry on business; or

7.2.5 The Contractor makes voluntary arrangements with its creditors; or

7.2.6 In the case of the supply of Services by the Contractor (1) the Contractor or its employees or agents shall have been guilty of dishonesty or convicted of a criminal offence (other than a minor road traffic offence) or any other conduct likely to bring itself or himself (as the case may be) or 21CC Group Ltd into disrepute, or

7.2.7 The Contractor is unable to perform its or his duties (as the case may be) under the contract.

7.3 Without prejudice to condition 7.2, 21CC Group Ltd also reserves the right in the circumstances stated in condition 7.2 to remove from the premises where they are being made and purchase from Contractor any Goods, in course of preparation for the purposes of the Contract and to have the same completed elsewhere. 21CC Group Ltd shall pay to the Contractor a fair proportion of the Price for any Goods or materials so removed or work in progress taken over by 21CC Group Ltd less (and without prejudice to any entitlement of 21CC Group Ltd) any sums due to 21CC Group Ltd in respect of Contractor's liabilities under the contract.

8.0 RISK AND TITLE

8.1 Risk in and title to the Goods stated in the Purchase Order shall pass to 21CC Group Ltd on delivery and receipt by 21CC Group Ltd or its carriers at the Delivery Address (or such other location as 21CC Group Ltd agrees to in writing) of the Goods to 21CC Group Ltd provided that where Goods are transferred to 21CC Group Ltd in connection with the provision of Services, risk and title to such Goods shall pass to 21CC Group Ltd on completion of the Services whichever is the earlier.

8.2 In the event that 21CC Group Ltd supplies to the Contractor any materials or equipment then such materials and/or equipment are supplied on a free of charge basis by 21CC Group Ltd for use by the Contractor in performing its obligations in the supply of Goods to 21CC Group Ltd under the Contract and such materials and/or equipment shall at all times remain in the ownership of 21CC Group Ltd but shall be at the Contractor's risk from the point the same are received by the Contractor. The Contractor shall only use such materials and/or equipment for the purpose of delivering the Supplies under the Contract, and shall not subject such materials and/or equipment to any charge, lien or encumbrance and shall keep such materials and/or equipment in good condition and where reasonably possible keep such materials and/or equipment separate and clearly identified 21CC Group Ltd's property. In the circumstances described in Condition 7, the Contractor's right to use such materials and/equipment shall terminate, and 21CC Group Ltd shall have the irrevocable right to recover such materials and to enter the Contractor's premises for that purpose, without prejudice to 21CC Group Ltd's other remedies.

9.0 INTELLECTUAL PROPERTY

9.1 If any Claim is made against 21CC Group Ltd that the Supplies infringe or that their use of resale infringes the Intellectual Property Rights of 21CC Group Ltd or any third party (other than in relation to materials or equipment supplied by 21CC Group Ltd) the Contractor shall indemnify 21CC Group Ltd against any loss, damages, costs and expenses awarded against or incurred by 21CC Group Ltd in connection with such a Claim.

9.2 The Contractor warrants that the Goods and/or Services shall not infringe any Intellectual Property Rights held by 21CC Group Ltd or by any third party.

9.3 The Contractor grants to 21CC Group Ltd a licence to use the Contractor's Intellectual Property Rights in the Supplies so far is as necessary for the purpose of the Contract subject to the instructions of the Contractor. Nothing in the Contract shall constitute an assignation by the Contractor to 21CC Group Ltd of any of the Contractor's Intellectual Property Rights.

9.4 21CC Group Ltd shall retain all of its Intellectual Property Rights and nothing in this Contract shall constitute an assignation or disposal of any of 21CC Group Ltd's Intellectual Property Rights.

10.0 INSURANCE

This Condition shall apply only in the case of Services and for the purposes of this Condition "Works" shall mean the methods being used by the Contractor as part of the Services, including without limitation the use of all equipment, materials or other items by the Contractor or its officers, employees, agents or sub-contractors in connection with providing the Services.

10.1 The Contractor shall take full responsibility for the care of the Works from the date of commencement of provision of the Services until 21CC Group Ltd confirm acceptance that the Services have been completed to 21CC Group Ltd 's satisfaction in writing.

10.2 The Contractor must hold Public Liability Insurance with an indemnity limit (but without limit in the case of death or personal injury caused by Contractor's negligence) of not less than £10,000,000 for any one occurrence. The Public Liability Insurance shall be taken out by the Contractor with a reputable Insurance company (indemnifying as principal) against any loss or damage whatsoever to the Contractor's officers, employees, agents or subcontractors, 21CC Group Ltd, 21CC Group Ltd's employees, the Delivery Address, or to any third party, caused by the Contractor's default or negligence or the default or negligence its officers, employees, agents or sub-contractors in providing the Supplies.

10.3 The Contractor must hold Employer's Liability Insurance with an indemnity limit (but without limit in the case of death or personal injury caused by Contractor's negligence) of not less than £10,000,000 for any one occurrence.

10.4 Evidence of such insurance policies as mentioned in Conditions 9(b) and 9(c) above and receipts for the payment of premiums in respect of same shall be produced to21CC Group Ltd upon demand. If the Contractor fails to provide evidence of such insurance, 21CC Group Ltd may (but shall not be obliged to) itself insure against any risk which ought to have been covered by such insurance and may deduct the cost thereof from the Price for the Services.

11.0 GENERAL

Assignation

11.1 The Contract may not be assigned by the Contractor and the Contractor may not sub-contract manufacture or supply of the Goods or the provision of the Services without 21CC Group Ltd's prior written consent. 21CC Group Ltd may assign its interest in the Contract to a third party without the Contractor's consent but 21CC Group Ltd shall be obliged to inform the Contractor of any such assignation.

Notices

11.2 Notices must be in writing, in English and sent to the Contractor's or 21CC Group Ltd 's address (as stated in the Purchase Order or as last notified to the other party in writing) and are deemed received on the first working day after sending by hand or by facsimile (subject to confirmation of transmission), or (in case of posting within the United Kingdom) on the second working day after being placed prepaid in the first class post, or (in the case of airmail) on the seventh working day following mailing (evidenced by relevant proof of posting).

No Waiver

11.3 No failure by 21CC Group Ltd to enforce any provision of the Contract against the Contractor shall be construed as releasing the Contractor of its rights relating thereto nor shall it be construed as sanctioning any further breach.

11.4 Any waiver by of any breach of, or default under, any provision of the Purchase Order or these Conditions by 21CC Group Ltd shall not be 21CC Group Ltd deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

Severability and Survival of Conditions

11.5 If any of these Conditions are found by an arbiter, court or other competent authority to be void or unenforceable, such Conditions shall be deemed to be deleted from the Contract but the remaining Conditions shall continue in full force and effect insofar as they are not affected by any such deletion.

11.6 The provisions of conditions 4(b), 4(c), 4(d), 6(c), 7(b), 8, 9 and 10(i) shall survive any termination of the Contract.

Without Prejudice

11.7 Each right or remedy of 21CC Group Ltd is without prejudice to any right or remedy of 21CC Group Ltd whether under contract or not.

Third Party Rights

11.8 The parties do not intend that any term of the Contract shall be enforceable by any person that is not party to the Contract (other than permitted successors and assignees).

Confidentiality

11.9 The terms of the Contract and any matters arising from or relating to it shall be kept confidential by the Parties at all times, except:

11.9.1 Where such information at the date of the Contract is demonstrably in the public domain

11.9.2 Where such information after the date of the Contract comes into the public domain otherwise than by reason of breach of this clause or

11.9.3 The Parties have given their prior written consent to the release of the information.

Entire Agreement

11.10 This Contract constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements, representations, discussions, negotiations and arrangements whether written or oral, express, or implied between the Parties, their representatives or agents. Nothing in this Condition will operate to exclude liability for fraudulent misrepresentation made by a Party.

Privacy Policy

11.11 To review our Privacy Policy in relation to how we gather and use your data, please click here. A hard copy is available upon request.

11.12 To review our Privacy Policy in relation to how we gather and use your data for marketing of our services, please click here. A hard copy is available upon request.

12.0 GOVERNING LAW

12.1 The contract shall be governed by the laws of Scotland. The sole place of jurisdiction shall be Scotland.

We look forward to working with you and delivering our services together.

Geoff Crow
Director
21CC Group Ltd