

## **Terms and Conditions of Purchase**

### **1. DEFINITIONS**

In these Terms and Conditions: -

- (a) "the Supplier" means the person, firm or company to whom the Order is addressed.
- (b) "the Goods" means those goods and any related services (including any part or parts of them) to be provided by the Supplier to Edrington-Beam Suntory pursuant to the Order.
- (c) "the Services" means those services and any related Goods (including any part or parts of them) to be provided by the Supplier to Edrington-Beam Suntory pursuant to the Order.
- (d) "the Order" means a purchase order and/or goods or services specification in respect of the Goods and/or Services issued by Edrington-Beam Suntory to the Supplier on Edrington-Beam Suntory's official purchase order form, together with all other documents referred to therein.
- (e) "Edrington-Beam Suntory" means The Edrington-Beam Suntory UK Distribution Limited and/or any of its trading divisions.
- (f) "the Terms & Conditions" means Edrington-Beam Suntory's standard terms and conditions of purchase as set out in this document.

### **2. APPLICATION**

The Terms and Conditions alone shall govern and be incorporated in every contract between Edrington-Beam Suntory and the Supplier for the supply of the Goods and/or Services and shall be in substitution for any oral arrangements made between Edrington-Beam Suntory and the Supplier and shall prevail over any terms and conditions (whether or not in conflict or inconsistent with the Terms and Conditions) contained in or referred to in any documentation submitted by the Supplier including the Supplier's quotation or acceptance of the Order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Order and or the Terms and Conditions or any of them shall be binding upon Edrington-Beam Suntory unless specifically agreed to in writing by Edrington-Beam Suntory.

If, subsequent to any contract which is subject to the Terms and Conditions, a contract of purchase is made with the same Supplier without reference to any conditions of purchase, such contract shall be deemed to be subject to the Terms and Conditions.

### **3. ACCEPTANCE AND ACKNOWLEDGEMENT**

Edrington-Beam Suntory UK Distribution Ltd  
Edrington-Beam Suntory House, Castle Business Park, Stirling, FK9 4RT

[www.edrington-beamsuntoryuk.com](http://www.edrington-beamsuntoryuk.com)  
☎ +44 (0)1786 430 500

Registered in Scotland  
Number: 203623

[drinkaware.co.uk](http://drinkaware.co.uk)

All the terms of the contract between Edrington-Beam Suntory and the Supplier are contained in or referred to in the Order and in these Terms and Conditions. The Order must be acknowledged within seven days of the date entered thereon or by such earlier date as may be specified and must clearly state the official number of the Order.

Acknowledgement implies acceptance of the Terms and Conditions. The execution or acknowledgement of the Order by the Supplier or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order by the Supplier on the Terms and Conditions.

#### **4. PRICE**

The price as stated on the Order shall be firm and fixed, exclusive of VAT, and inclusive of all carriage, delivery, packaging, insurance and similar ancillary costs unless otherwise stated in the Order or agreed in writing by Edrington-Beam Suntory.

No alteration in the price stated on the Order from any cause whatsoever will be accepted unless specifically agreed in writing by Edrington-Beam Suntory.

#### **5. INVOICES AND ADVICE NOTES**

(a) Invoices and advice notes must be issued in accordance with instructions contained in the Order.

(b) A separate invoice and advice note must be issued for each of the Orders placed.

(c) All invoices, advice notes and correspondence must clearly state the official number of the Order.

(d) All invoices must be addressed to Edrington-Beam Suntory at 4th Floor, 191, West George Street, Glasgow, G2 2LD.

(e) Delivery should be arranged to the location stipulated on the purchase order

(f) All invoices should quote the purchase order number and requisitioner name, invoices should be sent directly to our Finance Services, UK @uk.financeservices@Edrington-Beamsuntoryuk.com

#### **6. TERMS OF PAYMENT** and advice notes

Payment for the Goods and/or Services shall be made 30 days from invoice date provided that the Goods and/or Services have been delivered to and accepted by Edrington-Beam Suntory. Payment shall be in £ Sterling unless otherwise stated in the Order. Time for payment shall not be of the essence of the Order.

Without prejudice to any other right or remedy, Edrington-Beam Suntory reserves the right to set off any amount owing at any time from the Supplier to Edrington-Beam Suntory against any amount payable by Edrington-Beam Suntory to the Supplier under the Order.

#### **7. DELIVERY OF GOODS**

Goods to be provided by the Supplier are to be delivered, carriage paid, to the premises specified, in good condition and exactly in accordance with the specifications and quantities stipulated in the Order.

In providing the Goods, the Supplier shall:

- (a) co-operate with Edrington-Beam Suntory in all matters relating to the Goods, and comply with all instructions of Edrington-Beam Suntory;
- (b) ensure that the Goods will conform with all descriptions and specifications set out in the Order and that the Goods shall be fit for any purpose that Edrington-Beam Suntory expressly or impliedly makes known to the Supplier;
- (c) use the best quality goods, materials, standards and techniques, and ensure that the Goods will be free from defects in workmanship, installation and design; and
- (d) observe all health and safety rules and regulations and any other security requirements that apply at any of Edrington-Beam Suntory's delivery locations to the extent that Goods are being delivered by the Supplier to such premises.

If the Goods are not delivered within the stipulated time and in compliance with the Terms and Conditions, then without incurring any liability whatsoever and without prejudice to any other rights which it may have in respect of such failure, Edrington-Beam Suntory reserves the right to:

- (a) cancel the Order in whole or in part;
- (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (c) recover from the Supplier any expenditure reasonably incurred by Edrington-Beam Suntory in obtaining the Goods in substitution from another supplier; and
- (d) claim damages for any additional costs, loss or expenses incurred by Edrington-Beam Suntory which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order. Time for delivery shall be of the essence.

If the Goods pursuant to the Order are to be delivered by instalments, the contract will be treated as a single contract and not severable. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Edrington-Beam Suntory at its option to treat the whole Order as repudiated.

If the Goods are delivered to Edrington-Beam Suntory in excess of the quantities ordered, Edrington-Beam Suntory 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.

## **8. PASSING OF PROPERTY AND RISK IN GOODS**

The property and risk in the Goods shall remain with the Supplier until they have been delivered to the premises specified in the Order and have been accepted by Edrington-Beam Suntory. If any of the Goods are owned by Edrington-Beam Suntory but in the possession of the Supplier, then such Goods shall be at the Supplier's risk and shall be fully insured against all risks of whatsoever nature by and at the expense of the Supplier.

## **9. FORCE MAJEURE**

In the event of Edrington-Beam Suntory's usual business being interrupted or restricted by lock-out, strike, fire or any other cause whatsoever beyond its control, Edrington-Beam Suntory will be at liberty to defer the date or dates of delivery, reduce the volume of the Goods ordered or to cancel the Order in part or in whole.

## **10. QUALITY AND FITNESS OF GOODS**

The Goods supplied under the Order, whether the Supplier be the manufacturer or not and whether the Goods be supplied or sold under their patent or other trade name, shall be fit for the particular purpose for which they are required by Edrington-Beam Suntory, and in all cases the Order is given on the clear understanding that Edrington-Beam Suntory is relying on the Supplier's skill and judgement in this connection. The Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. The Goods shall correspond with the description by which they are sold and shall be of the best available design, of the best quality, material and workmanship, be without fault and be in accordance with any plans, specifications, models or patterns required by Edrington-Beam Suntory. The purpose for which the Goods are required may be made known to the Supplier either expressly or by implication. If the Supplier is not satisfied as to the particular purpose for which the Goods are required by Edrington-Beam Suntory it will be their duty to make the necessary enquiries themselves thereon before undertaking the Order.

The Order shall not be assigned or sub-contracted either wholly or in part unless specifically agreed to in writing by Edrington-Beam Suntory. Edrington-Beam Suntory may assign the Order or any part of it to any person, firm or company.

At any time prior to delivery of the Goods, Edrington-Beam Suntory shall have the right upon reasonable notice to inspect and test the Goods and the Supplier will co-operate to facilitate such inspection. Where any test is required to be made of, or in connection with, the Goods the subject of the Order, notice shall be given to Edrington-Beam Suntory thereof, and Edrington-Beam Suntory's approved representative shall be entitled to be present when such test is carried out.

## **11. REJECTION**

Edrington-Beam Suntory may reject the Goods within a reasonable time after delivery or performance if it appears that the Goods are defective or are otherwise not in accordance with Clause 10 of the Terms and Conditions. At Edrington-Beam Suntory's option, the Goods held to be defective shall be replaced, reworked or remanufactured free of charge, or the Order shall be cancelled in whole or in part. If the Goods are rejected, the Supplier will uplift and remove the Goods from the delivery address at the Supplier's expense.

If Edrington-Beam Suntory elects to recall any of its products as a result of the Goods being defective, the Supplier must co-operate fully with Edrington-Beam Suntory to minimise the impact on Edrington-Beam Suntory's products and reputation. The decision to recall will rest entirely with Edrington-Beam Suntory. The Supplier will reimburse all costs and losses sustained by Edrington-Beam Suntory in the course of recalling the products and replacement of defective products.

## **12. SUPPLY OF SERVICES**

Services to be supplied by the Supplier shall be provided in accordance with the Order. The Supplier shall meet any performance dates for the Services specified in the Order or that Edrington-Beam Suntory notifies to the Supplier.

In providing the Services, the Supplier shall:

- (a) co-operate with Edrington-Beam Suntory in all matters relating to the Services, and comply with all instructions of Edrington-Beam Suntory;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Order and these terms and conditions;
- (d) ensure that the Services will conform with all descriptions and specifications set out in the Order or any service specification, and that any deliverables shall be fit for any purpose that Edrington-Beam Suntory expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the any deliverables, and all goods and materials supplied and used in the Services or transferred to Edrington-Beam Suntory will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of Edrington-Beam Suntory's premises.

If the Services are not performed within the stipulated time and in compliance with the Terms and Conditions, then without incurring any liability whatsoever and without prejudice to any other rights which it may have in respect of such failure, Edrington-Beam Suntory reserves the right to:

- (a) cancel the Order in whole or in part;
- (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) recover from the Supplier any expenditure reasonably incurred by Edrington-Beam Suntory in obtaining the Services in substitution from another supplier; and
- (d) claim damages for any additional costs, loss or expenses incurred by Edrington-Beam Suntory which are in any way attributable to the Supplier's failure to perform the Services on the due date.

### **13. LIABILITY, INDEMNITY AND WARRANTIES**

The Supplier shall indemnify Edrington-Beam Suntory in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Edrington-Beam Suntory as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or Services; and
- (c) any claim made against Edrington-Beam Suntory in respect of any liability, loss, damage, injury, cost or expense sustained by Edrington-Beam Suntory's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Order by the Supplier.

The Supplier warrants that the Goods are free of defects for the full term of their working life or shelf-life reasonably expected of the Goods and that the Goods otherwise comply with Clause 10 of the Terms and Conditions. If defects appear in the Goods during the warranty period the Supplier must replace or repair the Goods and indemnify Edrington-Beam Suntory against all costs, claims or liabilities incurred as a result of the occurrence of the defects. Without prejudice to the above, Edrington-Beam Suntory shall have the benefit of any third-party manufacturer's guarantees which cover the Goods.

## **14. INSURANCE**

The Supplier has and shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order and its provision of the Goods and/or Services, and shall, on Edrington-Beam Suntory's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **15. SITEWORK**

If the Supplier is on Edrington-Beam Suntory's premises or those of Edrington-Beam Suntory's customers or suppliers for the purposes of the Order, the Supplier must ensure that there is no unnecessary interference with or interruption to other operations on the premises and must always observe any site regulations and all requirements of applicable health and safety legislation. The Supplier will provide all necessary safety equipment and protective clothing for the workmen and must ensure that they use it. The Supplier must strictly observe the provisions of the COSHH Regulations in delivering or bringing any substances controlled by these regulations to Edrington-Beam Suntory's premises or our specified delivery locations.

## **16. CANCELLATION**

Edrington-Beam Suntory reserves the right to cancel the Order in whole or in part by written notice to the Supplier if:

- (a) the Supplier is in breach of the Terms and Conditions; or
- (b) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or the Supplier becomes subject to an administration order or any proceedings for its receivership, liquidation or the like under any jurisdiction; or
- (c) the Supplier ceases or threatens to cease to carry on its business; or
- (d) the financial position of the Supplier deteriorates to such an extent that in the opinion of Edrington-Beam Suntory the capability of the Supplier adequately to fulfil its obligations under the Order has been placed in jeopardy; or
- (e) if Edrington-Beam Suntory decides for its convenience at any time, in which case Edrington-Beam Suntory will reimburse the Supplier's reasonable costs together with such reasonable profit as Edrington-Beam Suntory may agree and demand delivery of all the Goods for which costs have been reimbursed.

The termination of the Order, however arising, shall be without prejudice to the rights and duties of Edrington-Beam Suntory accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## **17. REMEDIES**

Without prejudice to any other right or remedy which Edrington-Beam Suntory may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Order, Edrington-Beam Suntory shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Edrington-Beam Suntory:

- (a) to withhold payment due under the Order;
- (b) to rescind the Order;
- (c) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (d) at Edrington-Beam Suntory's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Order are fulfilled;
- (e) to refuse to accept any further deliveries of the Goods or any subsequent performance of Services but without any liability to the Supplier;
- (f) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Order; and
- (g) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Order; and
- (h) to recover from the Supplier any reasonable costs incurred by Edrington-Beam Suntory in obtaining substitute goods and/or services from a third party

## **18. CONFIDENTIALITY**

The Order will be treated as confidential. All information of any kind concerning Edrington-Beam Suntory's products, business, processes, customers, specifications, drawings, designs, concepts, tooling or other intellectual property, which is supplied by Edrington-Beam Suntory to the Supplier for the purposes of the Order or which is created or otherwise acquired under the Order shall be the property of Edrington-Beam Suntory and treated as confidential. The Supplier shall not disclose confidential information, or its existence, to any third party except the Supplier's employees and sub-contractors to the extent strictly necessary for the performance of the Order and then only under conditions of confidentiality. The Supplier shall use confidential information only for the performance of the Order and shall not use confidential information for or in connection with the production of goods other than for Edrington-Beam Suntory. All confidential information must be delivered to Edrington-Beam Suntory on completion of the Order unless otherwise agreed.

This clause will apply in addition to any obligations contained in a confidentiality undertaking or agreement entered into and signed by Edrington-Beam Suntory and the Supplier ("Confidentiality Agreement"). In the event of a conflict between the Terms and Conditions and Confidentiality Agreement, the terms of the Confidentiality Agreement will prevail.

## **19. PATENT RIGHTS**

The Supplier, except in the case of Goods made to Edrington-Beam Suntory's design:

- (a) guarantees that in the manufacture, use or sale of the Goods and/or the performance of the Services, neither the Supplier nor Edrington-Beam Suntory shall infringe any British or overseas patent, secret process, trademark, copyright or registered design; and
- (b) undertakes to indemnify Edrington-Beam Suntory and keep Edrington-Beam Suntory indemnified against all actions, judgements, claims, costs, decrees, orders, demands and expenses resulting from the actual or alleged infringement of any British or overseas patent, secret process, trademark, copyright or registered design.

## **20. EDRINGTON-BEAM SUNTORY POLICIES**

The Supplier acknowledges the terms of the following documents, policies and statements of Edrington-Beam Suntory, which can be found at [www.Edrington-BeamSuntoryUK.com](http://www.Edrington-BeamSuntoryUK.com)

- Code of Conduct Policy
- CSR
- Anti-Corruption Policy
- Sustainability
- Modern Slavery Act
- GDPR/Privacy policy

The Supplier agrees that, in the course of providing the Goods and/or Services and during the term of any contract between the Supplier and Edrington-Beam Suntory, the Supplier shall conduct its business in a manner that is consistent with the Policies. The Supplier shall reply immediately to any inquiry by Edrington-Beam Suntory in respect of the Policies and confirm to the Edrington-Beam Suntory that it complies with all applicable provisions of the Policies.

## **21. LAW**

The Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with Scots Law and the parties submit to the exclusive jurisdiction of the Scottish courts. Edrington-Beam Suntory's rights under these conditions are in addition to the rights and obligations implied in favour of Edrington-Beam Suntory by the

Sale of Goods Act 1979. The Supplier shall abide by all applicable laws and regulations in so far as such laws and regulations affect the performance of the Order.

## **22. MISCELLANEOUS**

Any notice required or permitted to be given by either party to the other under the Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by Edrington-Beam Suntory of any breach of the Terms and Conditions by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other Clause of the Terms and Conditions.

Failure or delay by Edrington-Beam Suntory in enforcing or partially enforcing any provision of the Order shall not be construed as a waiver of any of its rights under the Order.

If any Clause, provision or part-provision of these Terms and Conditions or the Order 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 these Terms and Conditions or the Order.

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

All rights given to Edrington-Beam Suntory under any Clause in the Terms and Conditions shall be in addition to, and not instead of, and other rights Edrington-Beam Suntory may have in law.

THE END

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