

# Terms of Trading for Suppliers of Powerplay Global Ltd T/A Powerplay

## Definitions

In this document the following words shall have the following meanings:-

“Buyer” means Powerplay Global Ltd of Burnley Road East, Whitewell Bottom, Rossendale, Lancashire, England, BB49NT.

“Goods” means the articles to be supplied to the buyer by the seller.

“Product(s)” means the articles to be supplied to the buyer by the seller.

“Seller” means the organization or person who sells goods to the buyer.

“PGL” means Powerplay Global Ltd.

The terms and conditions herein apply to all Purchase Orders placed by Powerplay Global Ltd (referenced as PGL

For the remainder of this document) with any Supplier, unless the supplier informs PGL in writing that any order is not accepted by the supplier. Written cancellation of any order should be made within 7 days of receipt of the purchase order by the Supplier by any of the means stated below.

The acceptance of a PGL Purchase Order constitutes agreement to all terms and conditions herein.

Any errors or omissions from either party must be communicated to PGL immediately to remedy as necessary.

## Order Procedure

PGL will place a Purchase Order on the Supplier using one of the following methods;

- Email PDF
- Fax Purchase Order
- Online Order

Errors or omissions that are not communicated to PGL that result in a Purchase Order not matching Suppliers

Invoice will result in the Supplier invoice going into query until the discrepancy is resolved which may incur a delay in

Payment.

## Term

The agreement shall commence on acceptance of a Purchase Order from PGL to the Supplier and will last until goods supplied are paid for in full.

## Charges

PGL will not pay the Supplier any additional fees not displayed on the Purchase Order. The Purchase Order represents the Terms and Conditions of the order as agreed by both parties and therefore PGL will not pay in any instances where;

- Additional delivery charges are added without prior written consent.
- Any increase in pricing not reflected within the Purchase Order.
- Any additional expenses, which have not been agreed and contained within the Purchase Order.
- Any other charges on a Supplier's invoice that are not contained within the Purchase Order.

Unless stated on PGL's Purchase Order to the Supplier, delivery charges are included in the price of the products or services. Any omission of delivery charges on a Purchase Order should be communicated to PGL before a Purchase Order is accepted. PGL will provide the Supplier with an amended Purchase Order if required.

PGL will not pay any delivery charges that are not on PGL's purchase order. The Supplier will inform PGL immediately and in writing of any errors or omissions on the order prior to processing. Any invoice received by PGL that does not match a Purchase Order will be put into dispute pending investigation.

## Manufacturer's Specification

The Supplier shall inform PGL if the product or service that they intend to ship differs from the description on PGL's Purchase Order. The Supplier shall only ship the item once PGL has accepted the changes. Failure to inform PGL of any changes will result in the Suppliers invoice going into dispute pending investigation. If PGL will not accept the alternative product or service, PGL shall be entitled to return the product or service and be credited without penalty. Four samples of each product supplied should be provided free of charge to PGL for the purpose of inspection, and record of the actual product that will be supplied. In the event of product supplied not being 100% as the samples supplied, the invoice for the goods supplied will go into query until the product specification discrepancy is resolved in writing. During the process of resolving the query, PGL reserve the right to deduct from payment to the supplier amounts to fully cover:-

- Storage costs for the product.
- Transport costs to / from the storage facility used to store the queried product.
- Testing costs which may be required due to product specification changing.
- 100% loss of PGL profit which would have been earned upon PGL supplying the queried product to PGL customers.

Any manufacturers specification matter which is not resolved within 3 calendar months, must be collected by the supplier at no cost to PGL. Any product not collected may be disposed of by PGL and proceeds used to offset costs incurred, a credit note shall also be supplied by the supplier for the invoice costs of the goods disposed of. The value of the credit note will be applied to any amount owed from PGL to the Supplier. In the event of the required credit note not being supplied, PGL reserve the right to apply a debit against the account of the supplier, and therfor any monies owed from PGL to the supplier. In the event of the required credit note not being supplied, PGL reserve the right to apply a debit against the account of the supplier, for the invoice value of the goods concerned and therfor any monies owed from PGL to the supplier.

## Product Specification.

All product supplied to PGL must comply with the legal testing and standards required for products put on sale within the European Union. All required certification must be supplied to PGL for approval before the manufacture and shipment of goods. In the event of product supplied not complying with legal European requirements, the invoice for the goods supplied will go into query until the product specification discrepancy is resolved in writing. During the process of resolving the query, PGL reserve the right to deduct from payment to the supplier amounts to fully cover:-

- Storage costs for the product.
- Transport costs to / from the storage facility used to store the queried product.
- Testing costs which may be required to prove that product supplied is legally fit for sale in the European Union.
- 100% loss of PGL profit which would have been earned upon PGL supplying the queried product to PGL customers.

Any product specification matter which is not resolved within 3 calendar months, must be collected by the supplier at no cost to PGL. Any product not collected may be disposed of by PGL and proceeds used to offset costs incurred, a credit note shall also be supplied by the supplier for the invoice costs of the goods disposed of. In the event of the required credit note not being supplied, PGL reserve the right to apply a debit against the account of the supplier, for the invoice value of the goods concerned and therfor any monies owed from PGL to the supplier.

## Product Quality.

All product supplied to PGL must carry a minimum warranty of 12 months. Faulty product will be returned to the supplier for a credit for the full purchase price of the product. In the event that PGL suffers cancellation of any purchase order received from its customers, in part or in full for product supplied due to the product becoming subject to a sub-standard quality issue, PGL reserves the right to deduct from payment to the supplier of the product, amounts to cover:-

- Storage costs for the product.
- Transport costs to / from the storage facility used to store the queried product.
- Testing costs which may be required due to product specification changing.
- 100% loss of PGL profit which would have been earned upon PGL supplying the queried product to PGL customers.

Any product quality matter which is not resolved within 3 calendar months, must be collected by the supplier at no cost to PGL. Any product not collected may be disposed of by PGL and proceeds used to offset costs incurred, a credit note shall also be supplied by the supplier for the invoice costs of the goods disposed of. In the event of the required credit note not being supplied, PGL reserve the right to apply a debit against the account of the supplier for the invoice value of the goods concerned, and therfor any monies owed from PGL to the supplier.

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### **Failure to supply.**

Failure by the supplier to supply any purchase order in full or part to PGL, shall result in a loss of profit claim and/or additional expense claim in relation to the goods on any purchase order(s) not supplied. Any loss of profit / additional expense claim will be proven by way of invoices placed on PGL for additional expense and/or orders received by PGL from its customer(s) to whom the goods on the non-supplied purchase orders would have been sold to.

### **Risk.**

Risk of goods shall only pass to PGL on deliveries to PGL that are deemed to be in good order, match the corresponding Purchase Order, and comply with Product Specification and Manufacturers specification paragraphs of this agreement. If any item is deemed not to match PGL's Purchase Order, or comply with Product Specification and or Manufacturers Specification, the delivery and invoice will be put into dispute pending investigation. Risk shall only pass and payment shall only be paid upon the query being resolved to PGL's satisfaction and confirmed in writing to the supplier. Remedies may include but are not limited to the following;

- PGL's customer accepting the alternative item.
- Supplier exchanging any item that does not match PGL's Purchase Order, Product specification and / or Manufacturers specification as stated above in this agreement, to the correct item at no additional expense or penalty.
- A return and credit accepted by the Supplier with no further penalty, for example return or restocking fees.

If a shipment is sent directly to PGL's customer, risk shall only pass once a proof of delivery is provided and/or the customer confirms receipt of the goods.

### **Title.**

Title in the goods shall not pass to PGL until the seller has been paid for in full (cash or cleared funds) all sums due from PGL on any account whatsoever. Until such time as the property in the goods passes to PGL, PGL shall hold the goods as the seller's fiduciary agent and bailee, and shall keep the goods properly stored and identified as the seller's property. If payment is not received in full by the due date, or PGL passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets or the undertaking of PGL or an execution or distress is levied against PGL, the seller shall be entitled, without previous notice to retake possession of the goods and for that purpose enter upon any premises occupied or owned by PGL. All goods shall be supplied on a 100% Sale or Return basis. All goods supplied shall be subject to storage costs from the date PGL request a return to the supplier, until actually collected by the supplier. PGL reserve the right to offset any outstanding storage costs against any monies owed by PGL to the supplier. This offset may be recovered by way of any goods stored being sold / disposed of, with the proceeds used to recover any outstanding amount for storage and a credit in full from the supplier for any goods included on a return to supplier request which are disposed of.

### **Payment**

PGL's payment terms are 120 days NETT monthly unless otherwise agreed in writing with a Supplier. If an invoice is put into dispute for any reason, the invoice shall not be passed for payment until any issue is resolved to PGL's satisfaction.

### **Delivery**

Unless stated on PGL's Purchase Order to the Supplier, delivery charges are included in the price of the products or services. Any omission of delivery charges on a Purchase Order should be communicated to PGL before a Purchase Order is accepted. PGL will provide the Supplier with an amended Purchase Order if required. PGL will not pay any delivery charges that are not on PGL's purchase order.

All electronic delivered products or services should be sent to [PURCHASING@POWERPLAYGROUP.CO.UK](mailto:PURCHASING@POWERPLAYGROUP.CO.UK)

If it is in the manufacturers policy to send any electronic products or services directly, a copy of the shall also be sent to [PURCHASING@POWERPLAYGROUP.CO.UK](mailto:PURCHASING@POWERPLAYGROUP.CO.UK)

Exception will only be accepted by PGL on goods supplied on an FOB China Port basis, where goods are delivered to a Freight Forwarder Company nominated in writing by PGL.

### **Performance of Services**

Services provided by the Supplier to any of PGL's Customer's should be done on a sub-contractor basis. On placement of a Purchase Order for services, a separate sub-contractor agreement maybe invoked as appropriate.

### **Confidentiality**

From time to time in order for the Supplier to fulfill a Purchase Order from PGL customer information will be provided. The Supplier agrees not to pass this information to any third party unless required to fulfill the requirements on the Purchase Order and only with PGL's consent. The Supplier will not contact PGL's customer direct under any circumstances without the express permission of PGL.

### **Assignment and Sub Contracting**

The Supplier shall not be entitled to assign, transfer, charge or license the whole or any part of their rights and/or obligations to any party without the consent of an authorised person within PGL. If such authorisation is granted to the Supplier by PGL, the Terms and Conditions of PGL's Sub Contractor agreement will prevail.

### **Breach**

Upon breach of any of the conditions by the Supplier, PGL reserves the right to withhold payment to the Supplier until the breach is rectified by the Supplier the satisfaction of PGL. If the breach is not rectified to the satisfaction of PGL, PGL have the right to terminate the contract by cancelling the Purchase Order, and also seeking a claim on the supplier for the proven lost profit caused by the non-supply / cancellation of the said purchase orders.

### **Waiver.**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

### **Storage costs.**

PGL standard storage costs are £4.00 per 1200mm x 1000mm, 1 meter high pallet.

### **Severability.**

If any term or provision of these terms and conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### **Governing Law and Jurisdiction.**

This Agreement shall be constructed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England.

### **Relationship of Parties.**

Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties, nor shall it be deemed to grant any authority not expressly set out in this Agreement or create any agency between the parties. The supplier acknowledges the fact that it has had the opportunity to read these Terms and Conditions prior to accepting PGL's Purchase Order and in proceeding warrants its belief that the Contract is reasonable in all of its Terms and Conditions.

### **Force Majeure.**

Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder where such delay or failure results from circumstances due to any event beyond the reasonable control of either party including but not limited to any of the following: Act of God, extreme adverse weather conditions, flood, fire, lightning, industrial action or lockouts, act or omission of government, war, military operation, riot, terrorist incident. Any indulgence by PGL to the Supplier or any waiver by PGL of its rights either under the Terms and Conditions or otherwise in respect of a transaction or series of transactions shall not be deemed to be a waiver of PGL's rights in respect of any further transactions nor to be an agreement to confer the same indulgence in respect of any subsequent transactions.

Any agreed variation from the terms detailed above, must be confirmed in writing, signed by the Managing Director of Powerplay Global Ltd, and accompanied by the Powerplay Global official company stamp.