



PURCHASE ORDER

William Grant & Sons Distillers
Customer Service Centre, Phoenix Crescent, Bellshill, ML4 3AN
Tel No: +44 (0) 1698 843843 Fax No: +44 (0) 1698 844788
VAT Registration Number:GB 554 6900 29 Registered Number: SC134248

ORDER No P744429
ORDER Date 21/12/2021

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ORDER TO

SCOTCH WHISKY RESEARCH INSTITUTE
The Robertson Trust Building
Research Park North
Edinburgh
Riccarton
EH14 4AS
UNITED KINGDOM

Purchase order and item number must be quoted on delivery note and sales invoice.

DELIVER TO

William Grant & Sons Distillers Ltd
Customer Service Centre
Phoenix Crescent
Bellshill
ML4 3AN
UNITED KINGDOM

Order Placed By: Chloe Macfarlane
Tel:
Reference No:

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Standard Terms & Conditions of Purchase for Goods and Services

1. DEFINITIONS

“we”, “our” or “us” means **William Grant and Sons Distillers Limited SC134248** and “you” or “your” means the supplier providing the Goods or Services to us as detailed in the Purchase Order;
“**Conditions**” means the standard terms and conditions in this document, which we can amend from time to time and any special terms applicable to the Purchase Order and agreed in writing between us and you
“**Contract**” means the Conditions together with the Purchase Order;
“**Goods**” means the goods specified in the Purchase Order;
“**Intellectual Property Rights**” means any and all intellectual property rights of any nature anywhere, whether registered or unregistered, including patents, trade marks, designs and copyright (including any applications for registrations);
“**Purchase Order**” means the written order from us specifying the Goods and/or Services and the price payable for the Goods and Services and can be issued in writing, by email or electronic data interchange;
“**Services**” means the services specified in the Purchase Order and any installation or other works to be carried out in relation to the Goods; and
“**TUPE**” means Transfer of Undertakings (Protection of Employment) Regulations 2006(as amended).

2. GOODS AND SERVICES

a. The Purchase Order is an offer by us to purchase Goods and/or Services in accordance with the Conditions. The Contract is legally binding as soon as you accept the Purchase Order or deliver the Goods or Services to us, whichever is first.
b. These Conditions apply to the business relationship between you and us for the performance of the Contract.
c. These Conditions supersede all previous terms and conditions between us, and exclude any of your terms and conditions that you seek to impose or incorporate or which are implied by trade, custom or practice.

3. DELIVERY

a. You must deliver the Goods and supply the Services to the location and on the date stated in the Purchase Order or as otherwise directed by us.
b. Time of delivery is of the essence of the Contract.
c. If you do not deliver any Goods or Services within stipulated deadlines, we may cancel the Contract wholly or in part and you shall reimburse us for our costs. If no deadline is stipulated, delivery must be made within a reasonable timeframe.
d. All Goods delivered to us must be securely packed to enable them to reach their destination in good, undamaged condition. All Goods must be clearly addressed to us, quoting the correct Purchase Order number and the Goods must be signed for by us on delivery.

4. RISK AND TITLE

a. Risk of loss or damage to the Goods will remain with you until the later of (i) delivery to our premises in accordance with the Contract; and (ii) completion of any operations to be performed by you on the Goods after delivery to us.
b. Title to the Goods shall pass to us on the earlier of (i) delivery by you in accordance with clause 3; or (ii) payment by us in accordance with clause 5.
c. Irrespective of the time of payment, we will own upon creation all moulds, patterns and tooling made to a design furnished or commissioned by us together with all designs, drawings, reports, artwork, copy, and Intellectual Property Rights in relation to those moulds, patterns and tooling.

5. PRICE AND PAYMENT

a. The price payable for the Goods and Services will be set out in the Purchase Order.
b. Unless agreed otherwise, the price stated in the Purchase Order is fully inclusive of all your ancillary costs in providing the Goods or Services (including but not limited to, taxes, third party outlays, insurance, packaging costs and customs clearance). No extra charges or fees will be paid unless agreed in writing by us.
c. We may withhold any payment of the price whilst you are in breach of, or delayed in, performance of your obligations to deliver the Goods and/or Services.
d. We will only pay for Goods or Services upon receipt of an invoice quoting the correct Purchase Order number and detailing the Goods or Services to which it relates. Your invoice must also include a valid VAT number if applicable.
e. We will settle all undisputed invoices on or before the end of the month following the month in which the invoice is received.
f. If we dispute any or all amounts invoiced to us, we will endeavour to resolve the dispute as soon as may be reasonably practicable and you agree not to suspend the supply of Goods or Services whilst this dispute is being settled. If the dispute concerns only some of the amount of your invoice, we will pay the undisputed amounts in accordance with this clause 5.
g. We may, at any time, set off any liability you have to us against any liability we have to you, whether either liability is present or future, liquidated or unliquidated and whether or not either liability arises under the Contract.

6. DEFECTIVE GOODS OR SERVICES

a. If, within a reasonable time after delivery or performance, it appears that the Goods or Services are not in compliance with clause 9 of these Conditions or are defective in any other way, then we may:
(i) reject the Goods or Services and instruct them to be replaced or redone by you free of charge; or
(ii) cancel the Purchase Order in whole or in part, in which case you will refund any monies previously paid by us.
b. You must inform us immediately if you have any reason to know or suspect that any of the Goods or Services provided are defective or have a latent defect or design flaw.
c. We may require you to remove rejected Goods at your expense and you shall not sell or dispose of Goods bearing our Intellectual Property Rights without our written consent.
d. Our rights under this clause 6 are without prejudice to any other rights or remedies we have under these Conditions or under applicable law.

7. PRODUCT RECALL

a. If we have to recall any of our products as a result of defective Goods or Services supplied by you, then you must fully cooperate with us in order to minimise any detrimental impact on our brands or reputation. A product recall decision is ours alone and we do not need to consult you beforehand.
b. You must reimburse to us all costs and losses incurred by us in carrying out any product recall, including loss of profit on lost business and any additional costs from substituting defective products, Goods or Services.
c. For the purposes of this clause 7, “product recall” includes any and all activities to identify defective products, withdrawal of them from circulation and replacement of them with good products, whether or not this involves a full consumer-level recall process.

8. INSURANCE

a. You will take out, maintain and provide us with evidence of insurance with a recognised, creditworthy, insurance company in respect of all risks relating to the supply of Services and/or Goods under these Conditions.

9. WARRANTIES

You warrant, represent and undertake that:
(i) the Goods and Services will be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether implied or expressly stated by us);
(ii) the Goods and Services will be of the quality, quantity, performance and description ordered by us and will comply with all legal requirements, legislation, applicable standards, advertising regulation and legislation, codes of practice (including the William Grant & Sons Code of Marketing Practice) and with any specification, sample or description which you have given us
(iii) the Services will be performed and the Goods will be manufactured using the skill and competence reasonably expected from a professional supplier using appropriately trained and qualified personnel and you will comply with all applicable laws
(iv) the ideas underlying the Services and the creation of the Goods will not infringe the Intellectual Property Rights of any third party; and
(v) the Goods and packaging for the Goods will be accompanied by all required documentation and will comply with EU and national and all other product legislation; and
(vi) if conducting work on our premises, you will comply with all applicable health and safety legislation (including but not limited to the Control of Substances Hazardous to Health Regulations 2002 as amended from time to time) and will provide your employees with all necessary safety equipment and protective clothing. You will also ensure the delivery of Goods and Services will not unnecessarily interfere with or interrupt the ongoing running of the operations on our premises.

10. LIABILITY

a. You will indemnify us against any and all losses, demands, claims, damages, liabilities, costs and expenses suffered or incurred by us and arising from or in connection with:
(i) any defect in the Goods or Services;
(ii) any loss, damage, death or injury caused by or on behalf of you by any means to anyone's property or person in the performance of the Contract or when attending our premises;
(iii) any breach by you of this Contract; and
(iv) any alleged or actual infringement of a third party's Intellectual Property Rights arising from or in connection with the receipt or use by us of the Goods and/or the use or receipt by us of the Services.

11. INTELLECTUAL PROPERTY

a. All Intellectual Property Rights created by you, or any of your employees, agents or sub-contractors in the course of performing the Services or in the design, development and manufacture specifically for us of any Goods (including moulds and tooling) are exclusively owned by us and you transfer without further charge, with full title guarantee, all right, title and interest in these Intellectual Property Rights to us. You must also make sure that any other person who may have any right or interest in any Intellectual Property Rights in relation to the Goods or Services transfers these right to us (or, in the case of moral rights, agrees not to enforce them) on the same basis.

12. DATA PROTECTION

a. Both parties shall comply with all applicable data protection laws.
b. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processor”, “processing” and “supervisory authority” will have the meanings given to them in the General Data Protection Regulation (EU) 2016 / 679). The term “processed data” means the personal data to be processed under these Conditions.
c. If you are deemed a joint controller with us then you and we will cooperate with each other to ensure we both comply with the data protection laws, particularly in relation to the sharing of personal data and responding to data subject access requests. We also agree not to contact a data subject without speaking to each other first.
d. Where we are the controller, if we transfer personal data to you, we will ensure that we have provided all necessary notices and that we have a legitimate basis for collecting that personal data and may lawfully transfer it to you.
e. Where you are the controller, or you are a processor and collect personal data on our behalf, you will ensure that you have provided all necessary notices and that you have a legitimate basis for collecting that personal data on our behalf and may lawfully transfer it to us (or to another party appointed by us).
f. Where we are the controller and you are the processor, you agree:
(i) to only process the processed data in accordance with our written instructions; (ii) to tell us if you think that our instructions conflict with data protection laws; (iii) to only provide access to the processed data to your employees who need to access it in order to meet your obligations under these Conditions and to ensure that they keep it confidential; (iv) other than where the transfer is within the United Kingdom, not to transfer the processed data to any country which is not in the European Economic Area unless we have given you prior written consent; (v) to inform us immediately of any actual or suspected personal data breach or any requests from a data subject or supervisory authority and that you will not respond to any such requests without our prior written consent; (vi) to assist us promptly with any data subject request and with our obligations regarding security, personal data breach notifications, impact assessments and consultations with supervisory authorities; (vii) to promptly comply with our requests to amend, transfer, delete, return or destroy the processed data whether at expiry of these Conditions or any other time, unless applicable laws require you to keep copies of it; and (viii) to maintain accurate records and information to demonstrate your compliance with this clause 12 and allow us to inspect and audit those records.
g. Unless otherwise agreed in writing, we do not consent to you appointing any third party to process the processed data.
h. You will have in place appropriate technical and organisational measures, in accordance with good industry practice to protect the processed data against accidental loss, destruction, damage or unauthorised or unlawful processing.
i. If you are processing personal data on our behalf we will also enter into a separate agreement with you if needed to document the type of personal data being processed, together with whose personal data will be processed and the scope, purpose and duration of the processing.

13. EMPLOYEES

a. When our business relationship ends, it is possible that some of your employees (**‘employees’** includes workers, agents or consultants) who provide Services to us could transfer their employment to us (or to another company) under TUPE and other related laws. These employees would be known as **transferring employees**.
b. If we ask you to do so, you must agree to give us, at the time we ask, information relating to the terms and conditions of employees who would be transferred if the Contract were terminated.
c. If we have given notice to you that we intend to bring our commercial relationship to an end, then during such notice period, you agree not to move or transfer employees so that the group of potential transferring employees could change, unless we agree to this.
d. You will indemnify us at all times against all liabilities and costs which we or anyone who we may appoint in your place to provide the same or similar Services (**the ‘replacement supplier’**) may have as a result of any employees transferring under TUPE and other related laws. This includes (but is not limited to) any liabilities and costs which we or the replacement supplier may have if we decide to end the employment of all or any of the employees.

14. FORCE MAJEURE

a. You will not be in default of your obligations if any delay to the delivery of the Services and / or Goods is directly caused by circumstances outwith your control, including but not limited to acts of God, war, fire and terrorism (**Force Majeure Events**).
b. Your failure to source materials for the Goods or personnel for the Services is not a Force Majeure Event.

15. CONFIDENTIALITY

a. You shall at all times keep confidential any information we give you about our business (including information concerning other companies within our corporate group). You agree that during and after the term of our business relationship, you will keep any information which is not already publicly known strictly confidential. The only circumstances in which you can pass on or reveal any confidential information about us without our permission is if you have to do so by law. You must tell us immediately if this happens. You must keep all documents you get from us (hard copies and electronic versions) safe and secure, and must destroy or return them to us (whichever we specify) when our relationship ends.

16. TERMINATION

a. We will have the right to cancel the Contract and end our commercial relationship with you immediately if:
(i) you break any of the terms of the Contract;
(ii) you are declared insolvent, appoint an administrator or receiver, are unable to pay your debts when they are due, enter into an arrangement with your creditors, anyone takes action intended to wind up your business, or we, acting reasonably, think any of these things is likely to happen;
(iii) you or any of your affiliates, group companies, employees, sub-contractors, agents or representatives breach our anti-bribery and corruption policy (a copy of which will be made available to you) or
(iv) at our convenience in which case we will pay you fair and reasonable compensation for any work in progress in accordance with the Contract, but such compensation will not include any loss of profit or consequential loss.

17. GENERAL

a. You must not assign, transfer or sub-contract these Conditions or any other obligations to another supplier without our express written approval.
b. No relaxation, forbearance, delay or indulgence by us in enforcing any rights under the Contract will affect, prejudice or restrict our rights and any waiver by us in respect of any breach of the Contract by you will not operate as a waiver of any subsequent or continuing breach.
c. A variation of the Contract is only valid if in writing and signed by an authorised representative of you and us.
d. Each clause in these Conditions will be separate and severable and enforceable accordingly.
e. These Conditions shall be governed by Scots law and any dispute arising out of these Conditions shall be subject to the exclusive jurisdiction of the Scottish courts.