

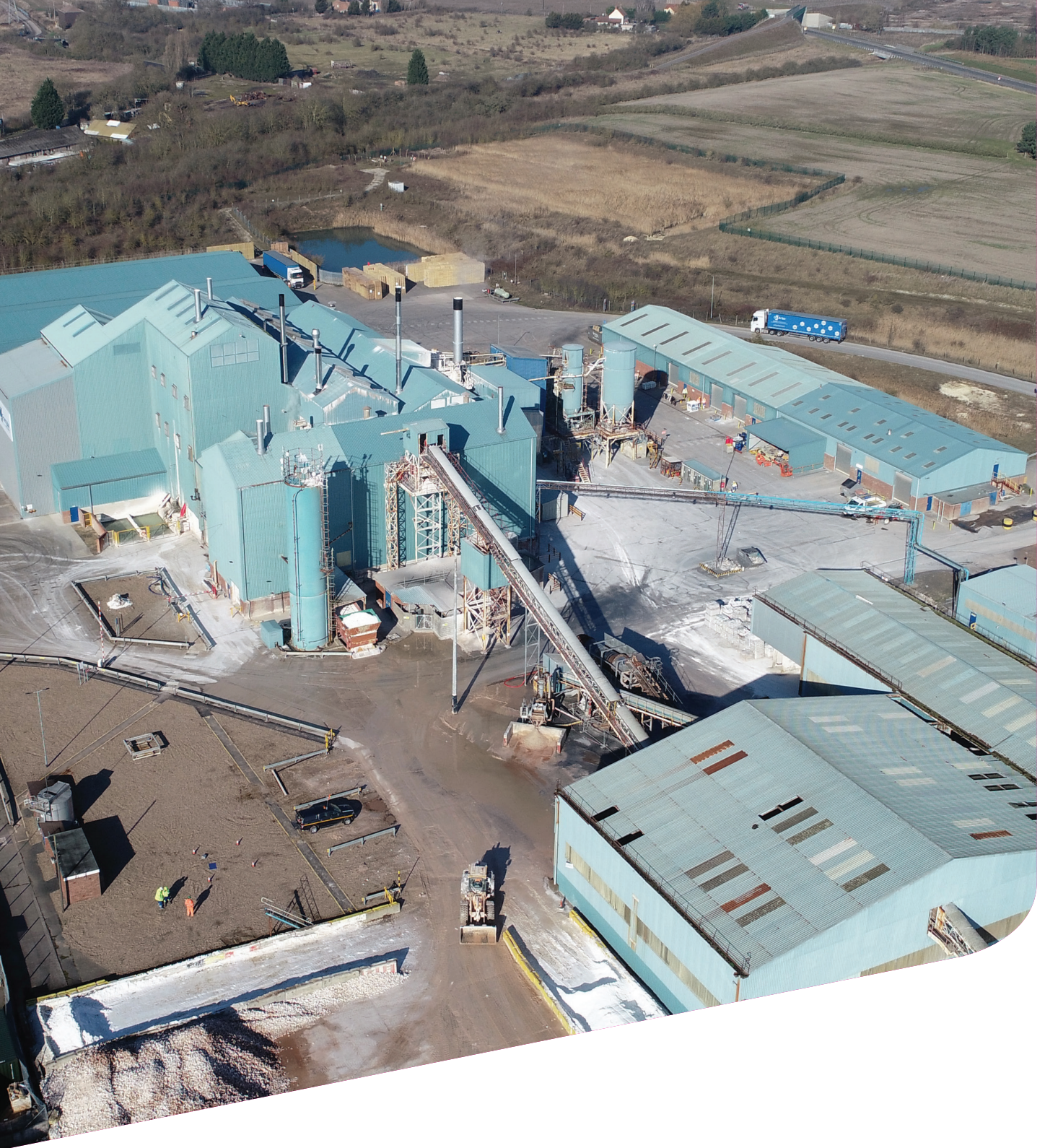
# Customer Service Charter

Newark, UK

Leading supplier of industrial plaster  
and gypsum products



**Formula**  
SAINT-GOBAIN



# Contents

1. SAINT-GOBAIN FORMULA INTRODUCTION .....	4
2. CONTACT INFORMATION .....	6
3. ORDERING .....	8
4. SAFETY ON SITE .....	10
5. COLLECTION AND DELIVERIES.....	11
6. IF THINGS GO WRONG .....	13
7. PACKAGING AND PALLETS.....	14
8. PRODUCT INFORMATION.....	15
9. FORMULA HISTORY AND RESPONSIBLE MINING.....	19
10. CONDITIONS OF SALE.....	21

# 1. Saint-Gobain Formula Introduction

## SAINT-GOBAIN FORMULA TODAY

From manufacturing sites in the United Kingdom, Germany, France, Romania, Turkey, Egypt, Spain and Thailand, we are able to provide unrivalled service to a network of UK industrial customers, manufacturers and distributors.

At our site in Newark, we manufacture a wide range of specialist products thanks to extremely high purity gypsum in this area.



Our specially designed product ranges play a key role in a variety of industrial markets

- Construction Materials
- Fibrous and Decorative Plaster
- Food, Agriculture and Environment
- Dental and Personal Care
- Ceramics
- Specialist Industries



The Formula UK Customer Service Charter is our written commitment to our customers. It enables our customers to order our market leading products with total confidence in delivery and service criteria that sets the benchmark for the industrial plaster industry.



In 2012, Saint-Gobain Formula achieved the ISO 14001 and we have continued to maintain this internationally recognised certification for the environmental management of the business. It prescribes controls for those activities that have an effect on the environment. These include the use of natural resources, handling and treatment of waste and energy consumption.

Saint-Gobain Formula products manufactured in the UK are produced in a facility which operates a Quality Management System (QMS) which complies with the requirements of ISO 9001:2015.

In 2018, Saint-Gobain Formula Newark also acquired ISO 50001 for Energy Management System. It allows control on operating activities to reduce the amount of energy consumed thus having a positive effect on the environment.



# 2. Contact Information

## OFFICE HOURS

Monday to Thursday  
08:00 - 17:00  
Friday  
08:00 - 16:00

The following contact information should be used to book-in:

**Primary number:** 01636 670 216

**Email Address:** [formulawarehousebookings@saint-gobain.com](mailto:formulawarehousebookings@saint-gobain.com)

**Secondary numbers:** 01636 670 218 / 01636 670 225



## CUSTOMER SERVICE CENTRE

Tel: 01636 670 200  
Fax: 01636 670 229  
E-mail: [FormulaNewarkSales@saint-gobain.com](mailto:FormulaNewarkSales@saint-gobain.com)

## SALES CONTACTS

### ↘ **Allison Parslow** (Southern UK)

Tel: 07707 275317  
E-mail: [allison.parslow@saint-gobain.com](mailto:allison.parslow@saint-gobain.com)

### ↘ **David Hawksworth** (Northern England, Scotland and Northern Ireland)

Tel: 07702 906608  
E-mail: [david.hawksworth@saint-gobain.com](mailto:david.hawksworth@saint-gobain.com)

### ↘ **Francois Accambray** (Republic of Ireland)

Tel: +33 632 151948  
E-mail: [francois.accambray@saint-gobain.com](mailto:francois.accambray@saint-gobain.com)

## CREDIT CONTROL CONTACT

### ↘ **Melanie Bauersfeld**

Tel: +49 5525 20334  
E-mail: [Melanie.Bauersfeld@saint-gobain.com](mailto:Melanie.Bauersfeld@saint-gobain.com)

## SAINT-GOBAIN FORMULA

Newark Works  
Bowbridge Lane  
Newark  
Nottinghamshire  
NG24 3BZ  
United Kingdom

[www.saintgobainformula.com](http://www.saintgobainformula.com)

# 3. Ordering

## ➤ PLACING YOUR ORDER

- Orders can be accepted via phone, fax or email
- All purchase orders should be accompanied by valid purchase order numbers
- Full details are required when placing the order. This includes a delivery date
- A confirmation will be sent via email or fax as soon as possible. Please check the confirmation is correct upon receipt

## ➤ IF THINGS CHANGE

If you need to change an order, amendments can be accepted via phone, fax or email. However, it may cause an extension to the lead time for the whole order.

If you need to cancel an order, every effort will be made to accommodate this. However, cancellation charges may be applied, and if an alternative customer cannot be secured, you may be charged for the product with disposal costs.

## ➤ ORDER QUANTITIES

Our product may be available in either:

- 25kg Sacks
- 25kg Drums
- Bulk Bags
- Bulk Tanker
- Minimum order quantity for palletised sacks is 1 pallet
- Standard pallet size is 1,400kg (56 bags), but smaller pallets are available for certain products – these are detailed in the Product Information section (page 14).

---

## LEAD TIMES

The standard lead time for our Industrial Plasters and Gypsums is 5 working days. Specific lead times by product are contained within section 8, titled **Product information**.

- Please note that some of the specialist products have an extended lead time
- Lead times for mixed loads are taken from the product ordered with the longest lead time
- Product lead times will be advised at the time of ordering
- Bulk Tanker lead times will be advised at the time of ordering



## ORDER QUANTITIES



### ↘ 25KG SACKS

Minimum order quantity for a distinct product(s) in 25kg sacks is one complete pallet. Standard pallet size is 1,400kg but smaller pallet sizes exist for certain products. For the full list of pallet options by product please refer to **page 13** of the charter.



### ↘ 25KG DRUMS

Provided that stock is available, customers can order part-pallets for product packed in drums. However, if stock is not available then an order sufficient to cover a manufacturing run of 500kg is required.

The standard lead time for our Industrial Plasters and Gypsums is 5 working days. Specific lead time by product are contained within section 8, titled **Product information**.

# 4. Safety on site

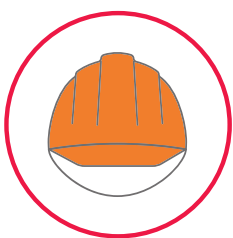
## HEALTH AND SAFETY INSTRUCTIONS

Formula's Environment, Health and Safety (EHS) policy must be adhered to at all times. Failure to comply with all site Environmental, Health and Safety policies and procedures may result in drivers being told to leave the site.

**All hauliers must ensure PPE (Personal Protective Equipment) is worn: hard hat, safety shoes, safety glasses, high visibility clothing and hearing protection.**

All drivers must sign in and out of the transport office using the appropriate clearly marked walkways at all times and will be asked to volunteer their vehicle keys to enable the vehicle to be immobilised during loading procedures. All loads must be secured from the ground floor level only. All vehicles are requested to use the weighbridge. Please note that Formula Newark operates a no-smoking policy on site.

First time drivers to site will receive a site safety induction. A safety refresher will take place every 6 months from their initial visit. Please allow an additional 45 minutes for this.



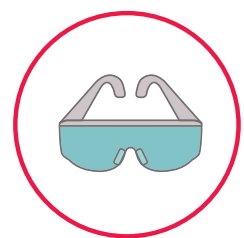
**Safety helmet**



**Safety shoes**



**High visibility clothing**



**Safety glasses**

- On arrival at site, all drivers will undergo an induction, which if passed, will allow the driver access to the site for 6 months.
- Any concerns regarding environment, health and safety prior to or during visits to the site should be raised immediately with the transport office or Customer Service Team.

# 5. Collection and Deliveries

## COLLECTIONS

All collections must be booked in at least 24 hours prior to arrival. Please use the contact information below. Please try and adhere to this slot wherever possible, else there may be delays, or worst case, being turned away with a revised collection date/time.

All vehicles **MUST** use the weighbridge on entering and exiting the site.



The weighbridge procedure is available upon request.

### ↘ BULK TANKER COLLECTIONS

Our bulk loading area has a height restriction, so tankers must be **less than 4.04 metres**.

It is the responsibility of the tanker/tipper driver to leave a record of weights prior to leaving site, through the methods advised during their driver induction. If they do not leave weights, orders may be invoiced at the full amount that was ordered, i.e. 30T tankers/tippers must be free from contamination prior to loading. Loading may be refused if a valid clean out certificate cannot be produced or evidence of potential contamination exists.

Saint-Gobain Formula will not accept demurrage charges for up to 2 hours after your booking time slot.

### ↘ PALLETISED COLLECTIONS

Our loading bay has a height restriction, so trailers must be less than 4.57 metres. Unfortunately if vehicles are over this, they cannot be loaded, as we cannot conduct external loading.

Only curtain sided trailers, or containers can be loaded. We cannot accommodate flatbed lorries, box vans or mechanical self-offload vehicles (Hiab crane).

The following contact information should be used to book-in:

**Primary number:**  
01636 670216

**Primary email address**  
formulawarehousebookings  
@saint-gobain.com

**Secondary numbers:**  
01636 670218  
01636 670225

## DELIVERIES

Saint-Gobain Formula works with selected logistics providers to enable a first class delivery service for our products. For UK deliveries, all our contracted hauliers are at a minimum FORS Bronze accredited to ensure exemplary levels of best practice in safety, efficiency, and environmental protection.

Saint-Gobain UK work closely with vehicle manufacturers, technology developers and logistics providers so that we are able to continually reduce the risk to vulnerable road users, optimise our environmental performance and give our customers up-to-the-minute updates on the progress of their delivery.

From our site in Newark, we can arrange deliveries from single pallets to full loads either by road, sea or multi-modal. For export orders, please ensure that any specific documentation requirements are indicated at the time of ordering.



**Deliveries are subject to haulage charges as applicable at the time of order, and will be shown within the order confirmation.**

Deliveries over 6 pallets will be charged at full load rate, and 6 pallets or less will be distributed via groupage vehicles. The charge for groupage deliveries is calculated according to the number of pallets and delivery postcode.

Deliveries are usually made between the hours of 09:00 and 17:00 – any requirements outside these hours, or at specified times are subject to availability and may incur additional charges. This will be confirmed within the order confirmation.

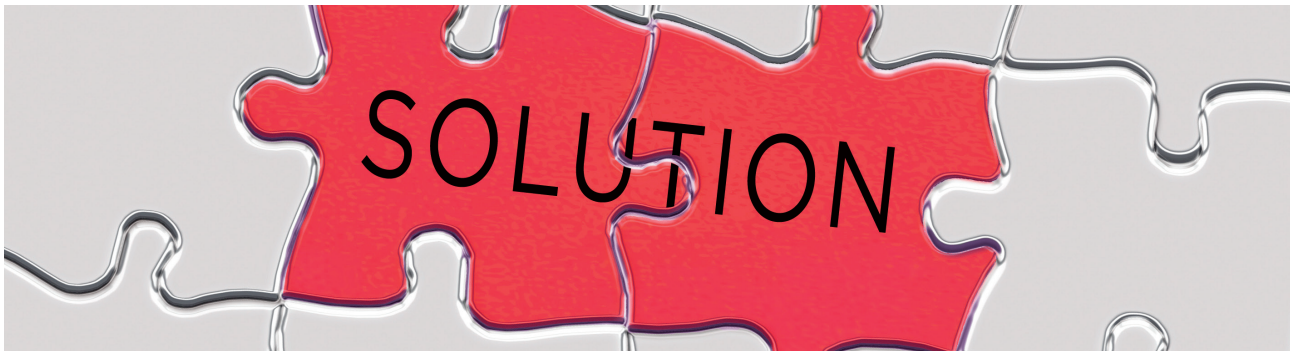
Whilst we will always endeavour to adhere to timed/dated delivery requests, we reserve the right to select the actual delivery date. We cannot be held responsible for any consequential charges incurred which may accrue due to late delivery.

At point of delivery, 2 hours is provided for vehicle offload. A demurrage charge will be made thereafter for each hour (or part thereof). Offloading feasibility is subject to assessment by the driver upon arrival, and offload may be refused if the driver deems it unsafe.



# 6. If things go wrong

## DISCREPANCIES



If there is something wrong, please call our Customer Service Team, or your Sales Manager as soon as possible, so we can look to rectify the issue promptly.

If a delivery turns up that is not quite as expected, please mark it on the delivery note, and get in touch within 3 working days of the delivery; obviously the sooner the better.

Photographs may be requested so that we can ascertain what has gone wrong, and how, so that we can investigate and hopefully ensure this cannot happen in the future.

When arranging your own order collections, please note that we will not load vehicles that are dirty or think may cause contamination. Once the goods have been signed for at point of collection to say it is damage free & in full, responsibility is transferred to the customer.

---

## RETURNS

If you need to return something, you must contact your Area Sales Manager or Customer Service Team immediately. They will give approval for the return and forward any necessary paperwork. It is unfortunate when mistakes happen, but if product needs to be returned due to a customer error, all haulage costs will be passed to the customer, and if the product cannot be reallocated there will be a charge for the goods & disposal. There may also be a handling charge of £150.

# 7. Packaging and Pallets

## PACKAGING AND PALLETS

Unless otherwise indicated, all products are supplied in nominal 25kg paper sacks on 2-way wooden pallets. All pallets are stretch-wrapped prior to despatch with standard pallet labels. Please refer to our Customer Service Team for details on availability and packaging for product in bulk bags, bulk tanker or alternative pallet types.



## PALLET RETURNS

Formula support recycling wherever we can, and therefore encourage the return of any empty pallets. Not only is this good for the environment, it also means it is one less thing for you to have to dispose of.

Scott Pallets will take a minimum of 50 pallets. To get in touch with them, simply contact Scott Pallets by email: [collection@scott-pallets.com](mailto:collection@scott-pallets.com) or call them on **0800 282 488**.



# 8. Product Information

**PLEASE ASK YOUR SALES AREA MANAGER OR SPEAK TO OUR CUSTOMER SERVICE TEAM FOR AVAILABILITY OF PRODUCTS IN BULK BAG AND BULK TANKER**

## Construction Materials

Product	Pallet Options	Lead Time	Shelf Life*
<b>Crystacal Base</b>	1,400 kg	5 days	3 months
<b>Crystacal R</b>	1,400 kg	3 days	9 months
<b>Fine Casting Plaster</b>	1,400 kg / 1,050 kg	3 days	3 months
<b>Fine Casting Plus</b>	1,400 kg	3 days	9 months
<b>Ground Gypsum Superfine White</b>	1,400 kg / 1,050 kg	5 days	24 months

\* When stored under dry conditions and in its original packaging.

## Fibrous and Decorative Plaster

Product	Pallet Options	Lead Time	Shelf Life**
<b>Crystacal R</b>	1,400 kg	3 days	9 months
<b>Crystacast</b>	1,400 kg / 525 kg	10 to 15 days*	6 months
<b>Fine Casting Plaster</b>	1,400 kg / 1,050 kg	3 days	3 months
<b>Fine Casting Plus</b>	1,400 kg	3 days	9 months
<b>Herculite Fibrefix</b>	1,400 kg	5 days	6 months
<b>Herculite No. 2</b>	1,400 kg	5 days	6 months
<b>Keramicast</b>	1,400 kg	5 days	6 months











\* 15 days is the maximum lead time and this will be what is confirmed on the order acknowledgement. However, we will always endeavour to have the product available sooner than this if possible.

\*\* When stored under dry conditions and in its original packaging.



## Food, Agriculture and Environment

Here at Saint-Gobain Formula, we have gone through multiple processes to ensure that our products meet standards and regulations. We have a selection of products that have been Kosher, Halal and GMP+ certified. We work very hard year on year to ensure that we maintain this certification. Below is an indication of which products have been certified.

Product	Certified product	Pallet Options	Lead Time	Shelf Life*
<b>Agricultural Gypsum</b>		1,400 kg / 1,050 kg	5 days	24 months
<b>Aquabel</b>		1,400 kg	5 days	24 months
<b>Ground Gypsum Superfine White</b>	 	1,400 kg / 1,050 kg	5 days	24 months
<b>Ground Gypsum FG200</b>	 	1,400 kg	5 days	24 months
<b>Sulfacal HH Animal Feed</b>	  	1,400 kg	5 days	6 months
<b>Sulfacal DH Animal Feed</b>	  	1,400 kg	5 days	24 months

\* When stored under dry conditions and in its original packaging.

## Dental and Personal Care

Product	Pallet Options	Lead Time	Shelf Life**
<b>Crystacal D</b>	525 kg	5 days	9 months
<b>Dental Plaster</b>	1,400 kg	3 days	6 months
<b>Dentstone KD</b>	1,400 kg	5 days	9 months
<b>Dentstone KD Plus</b>	1,400 kg	10 to 15 days*	9 months
<b>Flasking Plaster</b>	1,400 kg	5 days	6 months
<b>Pro-Rock Golden Brown</b>	900 kg	10 to 15 days*	18 months
<b>Surgical Plaster</b>	1,400 kg	3 days	6 months

\* 15 days is the maximum lead time and this will be what is confirmed on the order acknowledgement. However, we will always endeavour to have the product available sooner than this if possible.

\*\* When stored under dry conditions and in its original packaging.

**Plasters carry the date of packaging on the side of the bag.**



## Ceramics

Product	Pallet Options	Lead Time	Shelf Life*
<b>HP2 Plaster</b>	1,400 kg	5 days	6 months
<b>Keramicast</b>	1,400 kg	5 days	6 months
<b>Newcast 71</b>	1,400 kg	5 days	6 months
<b>Newcast 96</b>	1,400 kg	5 days	6 months
<b>Pottery Plaster</b>	1,400 kg / 1,050 kg	5 days	6 months

\* When stored under dry conditions and in its original packaging.

---

## Specialist Industries

Product	Pallet Options	Lead Time	Shelf Life*
<b>Crystacal Base</b>	1,400 kg	5 days	3 months

\* When stored under dry conditions and in its original packaging.

---

# 9. Formula History and Responsible Mining



- In 1858, William Cafferata purchased 'Newark Plaster Co' and commenced the manufacturing of industrial plasters as we know it today

- In 1862, William Cafferate invested in gypsum mines, quarries, a gypsum mill, a brick works and a boiler works

- In the 1930s, as a response to the ever growing customer needs, a special process was developed to produce Alpha plaster; high strength and low water demand was essential

- In 1936, British Plaster Board Limited acquired 100% of the share capital of the company

- In the 1950's, a new type of Alpha plaster was developed which was much stronger than any existing alpha products that we had

- In the 1960s, the plaster sites came under the management of British Gypsum

- In the following decades, a number of other Gypsum quarries, with very high purity seams, were opened. This included Grange, Staple, Kilvington and Bantycok. Bantycok is still being mined today

- In the late 1980s, British Gypsum Industrial Products Division successfully achieved BS5750 Certification (now ISO 9001) a growing requirement of the industries it served

- By the 1990s, a significant investment was made at Jericho works to install a new improved Alpha plaster process as well as the capability to produce high purity Gypsum grades used by the food and other industries

- BPB Formula was founded in 1997, bringing together the industrial plaster activity of 4 major international plaster companies: Børgardts, British Gypsum Industrial Plasters Division, Iberyeso and Plâtres Lambert.

- In 2005, BPB was bought by Saint-Gobain and BPB Formula is renamed as Saint-Gobain Formula

- 2011 and 2012, major investment was made in site infrastructure at Newark.

**Continuous investment plans are in progress to ensure the site can continue to look forward to a bright, sustainable future.**

## RESPONSIBLE MINING



Formula Newark currently has a surface mine in operation at Bantycrock Mine. The high grade gypsum extracted at Newark is used as both a mineral and a plaster.

Formula actively promotes safety and respect for the environment, working closely with local communities, environmental agencies and consultants, to minimise emissions which would impact local communities, and ensure the local environment is preserved and where possible enhanced, both during and after mining operations.

Prior to commencing mining operations, a comprehensive study is being conducted into the soil structure and natural habitat of the site, including a survey of animal and plant species.

Special care is taken with any protected or rare species.

Particular care is also taken to ensure gypsum extraction will not destroy any important archaeological finds, archaeological remains and/or fossils.

Once gypsum mining has ceased, and further to consultation with environmental agencies, the quarry sites are restored for their enjoyment by local communities and wildlife. The restoration operation and mining strategy at Formula Newark has received recognition within the Saint-Gobain group and was awarded in 2012 an Emerald Award for Commitment to the Environment.

Attention is taken to plant trees and plants which will allow the site to maintain natural equilibrium over a long period of time. In fact, these restoration projects have resulted in significant and wide-ranging environmental benefits in terms of both biodiversity and landscaping.



### SOME OF THE KEY FEATURES AND IMPACTS ARE AS FOLLOW:

- 27,000 new trees planted over a 10 hectare area
- 48 hectares of improved grassland
- Over 160 species of birds spotted in the restoration area
- One new footpath through the site.
- Active involvement of the local community at the different stages of restoration
- Improved quality of land for agricultural usage

Going forward, Saint-Gobain Formula remains committed to responsible mining and to continuing to lead the way in terms of best practice and innovation in both gypsum extraction and quarry restoration.

# 10. Conditions of Sale

## 1. Definitions In these conditions

"Formula" shall mean Saint-Gobain Construction Products UK Limited trading as Saint-Gobain Formula;" the Goods" shall mean the products supplied or to be supplied by Formula under any Contract;" the Customer" shall mean the company firm or person buying the Goods from Formula under any Contract and "Contract" shall mean any contract between Formula and the Customer for the sale and purchase of Goods.

## 2. Application of Conditions

All Goods supplied by Formula are supplied on the following terms and conditions to the exclusion of all other terms and conditions including any variation of those terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any other acceptance or counter offer made by the Customer. Variations shall not have effect unless expressly accepted by a Director of Formula in writing.

## 3. Quotations

All quotations given by Formula are subject to acceptance by Formula on receipt of the Customer's order. A Contract will only be formed when Formula has accepted the Customer's order.

## 4. Accuracy of Description of Goods

All descriptions specifications drawings and particulars of weights and dimensions submitted by Formula or otherwise contained in Formula's price list or other published matter are provided by Formula in the belief that they are as accurate as reasonably possible but none of these shall form part of any Contract and shall not constitute a description of the Goods or be taken to be representations made by Formula and are not warranted to be accurate.

## 5. Price

All prices quoted are Formula's current prices at the time of delivery and are exclusive of VAT unless otherwise stated. The price payable for the Goods shall be the price ruling at the date of delivery and Formula shall be entitled to adjust the price of the Goods at any time between the date of the order and the date of delivery of the Goods to take account of any increase in costs incurred by Formula or changes in Formula's price list.

## 6. Delivery

6.1. Delivery shall be deemed to have been effected:

6.1.1. where the Goods are carried in a vehicle owned by Formula or in a vehicle owned by a carrier employed by Formula when the vehicle is stationary as near to the point of delivery designated by the Customer as is reasonably possible and the delivery note is tendered to the Customer or the recipient of the Goods where delivery is not directly to the Customer;

6.1.2. in all other cases when the Goods leave Formula's premises.

6.2. Time for delivery is not of the essence and Formula shall

not be liable for any loss (including loss of profit), costs, charges, expenses or damage caused directly or indirectly by late delivery. Formula shall not be liable for any non-delivery of Goods (even if caused by Formula's negligence) unless written notice is given to Formula within 3 working days of the date when the Goods would in the ordinary course of events have been received. Any liability of Formula for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6.3. Formula shall be entitled to make delivery by instalments and to invoice separately for each instalment. Where delivery is made by instalment each instalment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.

6.4. Where Formula has agreed to deferred delivery such delivery shall be accepted by the Customer within three months from the date of the order. If the Customer fails to take delivery within such a period the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5. Goods which the Customer agrees to collect ex works must be collected within seven days of Formula notifying the Customer that the Goods are ready. If the Goods are not collected within this period Formula shall be entitled to invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk.

6.6. Deviations in quantity of the Goods delivered from those stated on the Contract shall not give the Customer the right to repudiate the Contract or to reject the Goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of Contract and the Customer shall be obliged to accept and pay at the Contract rate for the quantity delivered (except insofar as the Customer has the right to reject the Goods under this condition).

6.7. The Customer shall ensure that the point of delivery designated by the Customer and all access routes to it are reasonably accessible for motor transport and shall also take such further steps as are necessary including providing at the place of delivery unless otherwise agreed adequate equipment and manual labour for unloading and transporting the Goods.

## 7. Payment

7.1. The price of the Goods and additional charges (less any discount to which the Customer is entitled) shall be due and payable on the last day of the month following that in which the invoice is dated. The time of payment of the price of the Goods shall be of the essence of the Contract.

7.2. Except where otherwise indicated and provided no previous invoice is overdue the Customer shall be entitled to a prompt payment discount of 2 1/2% of the price of the Goods (excluding any charge for pallets/packing/transport/

insurance) when invoices are paid and funds cleared in Formula's bank account on or before the allowed date. In order to be entitled to prompt payment discount, payment must be made by BACS or bank transfer. Where the prompt payment discount is not deducted by the Customer from the invoice at the time the invoice is paid then any right to a prompt payment discount for that invoice is lost and cannot be claimed after the due date for payment of said invoice.

- ↘ 7.3. If the Customer fails to make payment in respect of any invoice on the due date:
- ↘ 7.3.1. All invoices for Goods delivered for which payment has not been received shall become immediately due and payable notwithstanding clause 7.1 or any previous agreement to the contrary.
- ↘ 7.3.2. Without prejudice to any other right or remedy available to Formula, Formula shall be entitled to:
  - ↘ 7.3.2.1. Charge the Customer interest (both before and after judgement) on the amount unpaid in accordance with the terms of the Late Payment of Commercial Debt (interest) Act 1998 until actual payment on all overdue accounts; and/or
  - ↘ 7.3.2.2. cancel the Contract or suspend any further deliveries to the Customer and/or
  - ↘ 7.3.2.3. Set-off any amounts Formula owes to the Customer by way of rebate payments, contract support payments or any other monies due from Formula to the Customer against any monies owed by the Customer to Formula.
- ↘ 7.4. Formula reserves the right at any time to demand security for payment before continuing with or delivering any order.
- ↘ 7.5. The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Formula to the Customer.

#### ↘ **8. Risk and Property**

- ↘ 8.1. Risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer or its agent.
- ↘ 8.2. Notwithstanding delivery and passing of risk in the Goods the Goods shall remain the property of Formula until the Customer has paid the full price of the Goods together with any interest payable in respect of the Goods and all other sums owing from it to Formula under any Contract or any interest payable under any other Contract.
- ↘ 8.3. Until title to the Goods passes to the Customer the Customer shall hold the Goods as fiduciary agent and bailee for Formula and shall keep the Goods in good and substantial repair and condition properly stored protected and insured and the Goods shall be stored in such a way as to be clearly identifiable as belonging to Formula and shall hold the proceeds of the insurance on trust for Formula and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- ↘ 8.4. Until such time as the title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold) Formula shall be entitled at any time to require the Customer to deliver up the Goods to Formula and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- ↘ 8.5. Formula shall at any time be entitled to appropriate any payment made by the Customer in respect of any Goods in settlement of such invoices as Formula may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

#### ↘ **Inspection - Shortages**

- ↘ 9.1. The Customer shall carefully inspect the Goods immediately on delivery or on collection as the case may be and in the presence of Formula or its carrier (as the case may be).
- ↘ 9.2. Formula shall be under no liability for any defects or shortages or wrong deliveries that would be apparent on

careful inspection if the terms of this Clause are not complied with and in any event will be under no liability if the delivery note for the Goods is not endorsed with details of any defects or shortages or wrong deliveries handed to Formula or its carrier (as the case may be) and if a written complaint is not delivered to Formula within three working days of delivery detailing the alleged defect or shortage or wrong delivery.

9.3. In all cases where the Customer complains of defects or shortages or wrong deliveries Formula shall without prejudice to the question of liability generally be under no liability in any event if it has not received the written notices under Condition 9.2 and if it has not been given an opportunity to inspect the Goods before they have been used by the Customer.

#### ↘ **10. Warranty**

- ↘ 10.1. Formula warrants that it has title to and the right to sell the Goods.
- ↘ 10.2. No representation or warranty is given by Formula as to the suitability or fitness of the Goods for any or any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.
- ↘ 10.3. The Ordering and delivery guide (in the Saint-Gobain Formula Service Charter) should be read in conjunction with these Conditions of sale. In the event of a conflict between the Ordering and delivery guide and the Conditions of sale then the terms of the Ordering and delivery guide shall apply.

#### ↘ **11. Liability Exclusions**

- ↘ 11.1. Each of the sub-clauses in this clause are to be treated as separate and independent.
- ↘ 11.2. Nothing in these conditions shall exclude or restrict Formula's liability for death or personal injury caused by the negligence of Formula or fraudulent misrepresentation.
- ↘ 11.3. Formula is willing to undertake liability additional to that provided by this clause 11 in exchange for a higher price for the Goods.
- ↘ 11.4. Formula will either repair the Goods at its own expense or at its option replace the Goods if any hidden defects which Formula is reasonably satisfied are caused by faulty design manufacture materials or workmanship which are discovered within three months from the date of despatch provided that Formula shall not be liable for defects caused by abnormal use misuse or neglect or use other than in accordance with any applicable Formula technical instructions or similar literature and provided further that the Customer informs Formula of the relevant defect in writing within three working days of discovering it.
- ↘ 11.5. Other than the terms set out in these conditions and unless expressly agreed in writing by Formula no other terms conditions or warranties expressed or implied statutory or otherwise shall form part of the Contract.
- ↘ 11.6. Formula shall not be liable for any direct or indirect loss or damage, consequential loss, loss of profit, loss or depletion of goodwill or loss of business opportunity or any other loss suffered by the Customer or any damage to property of the Customer or anyone else whatsoever howsoever arising and whether or not caused by Formula's negligence.
- ↘ 11.7. In the event that notwithstanding the foregoing provisions of this clause Formula is found liable for any loss or damage suffered by the Customer then Formula's total liability for any one claim or for the total of all claims arising from any one act or default of Formula (whether arising from Formula's negligence or otherwise) shall not in any event exceed the Contract price for the Goods.

#### ↘ **12. Insolvency of Customer**

If the Customer being a company shall pass a resolution or suffer an order of a court to be made for its winding up or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the assets or property of the Customer or being an individual or partnership shall suspend payment or propose to enter

into any composition with creditors or becomes bankrupt or in either case becomes unable to pay its debts (or have no reasonable prospect of so doing) or threatens to cease to carry on business then without prejudice to any other right or remedy available to Formula, Formula shall be entitled to treat the Contract as repudiated or suspend any further deliveries or recover the possession of any Goods for which payment in full has not been received without liability to the Customer and if Goods have been delivered but not paid for the price of those Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

↘ **13. Sample Goods**

In no circumstances will Formula sell its Goods by sample and the supply of sample Goods to Customers or prospective Customers is not intended to provide them with a contractual specification of the Goods or to constitute a sale or offer of sale by sample.

↘ **14. Health and Safety at Work**

Formula gives notice to the Customer that information and product literature is available concerning the conditions necessary to ensure that the Goods supplied under the Contract will be safe and without risk to health when used handled processed stored or transported by a person at work. The Customer should immediately contact Formula if he is not in possession of such information or literature.

↘ **15. Assignment**

The Customer shall not assign or transfer or purport to assign and transfer any Contract to which these conditions apply or the benefit thereof to any other person whatsoever.

↘ **16. Force Majeure**

Formula shall not be liable for any delay in delivery or failure to deliver the Goods arising from circumstances outside Formula's control including for example acts of god, war, riot, explosion, abnormal weather, fire, flood, strikes, lock outs, Government action or Regulations (UK or otherwise) delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities and reserves the right to defer the date of delivery or to cancel the Contract.

↘ **17. Cancellation**

No cancellation by the Customer is permitted unless expressly agreed by Formula in writing. In the event of a cancellation, the Customer shall pay the appropriate cancellation charge as set out in the Saint-Gobain Formula Service Charter under the section titled Order cancellation.

↘ **18. Notices**

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to Formula at its address or such other address as that party may from time to time notify in writing and shall be deemed to have been served and sent by post 48 hours after posting.

↘ **19. Group Members**

Formula may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Formula.

↘ **20. Rights of Third Parties**

The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

↘ **21. Waiver**

No waiver by Formula of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

↘ **22. Jurisdiction**

All Contracts between Formula and the Customer shall be governed and construed in accordance with English law and all disputes arising in relation to such Contracts shall be submitted to the exclusive jurisdiction of the English court of competent jurisdiction.

↘ **23. Headings**

In these conditions headings are for ease of reference only and do not form part of the conditions and shall not be deemed to alter or affect the meaning of any of the conditions.

↘ **24. Bribery Act Compliance**

The Customer shall ensure that in any dealings with Formula, neither it or its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Customer shall inform Formula immediately it becomes aware of any actions between the parties that could constitute an offence under the Act.

↘ **25. Competition Law Compliance**

25.1 The Parties intend that the Agreement and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with EC and UK competition laws, and the Parties are satisfied that the Agreement does so comply as at the start date of this Agreement.

25.2 The Parties agree during the term of the Agreement to take all appropriate steps to ensure that there are no discussions, exchanges or disclosures of information or documents, or other acts or omissions by or between them in relation to the Agreement which might contravene applicable competition laws.

25.3 In the event that either Party believes, for any reason, that the Agreement no longer complies with all applicable competition laws, it must notify the other Party immediately. Both Parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary the Agreement so that it complies with all applicable competition laws while giving effect so far as possible to the Parties' original intentions in relation to the Agreement.

↘ **27. Export Terms**

27.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.

27.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 26 shall (subject to any special terms agreed in writing between the Customer and Formula) apply notwithstanding any other provision of these Conditions.

27.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

27.4 Where Formula agrees with the Customer that it will be responsible for delivering the Goods the Goods shall (unless agreed otherwise in writing between Formula and the Customer) be delivered FOB to the air or sea port of shipment and Formula shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.

27.5 The Customer shall be liable for and shall indemnify and hold Formula harmless from any and all liability, loss, claims, damages and costs, which Formula may sustain or incur, arising out of or in any way connected with the Customer's failure to comply with Conditions 27.3 or 28.

↘ **28. Sanctions Compliance.**

It is Formula and its group's policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. Formula is committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. Formula does not permit the supply of any of its goods to any

individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive measures administered, enacted or enforced by the UK, EU, UN or USA ("Sanctioned Entities"). By entering into this Contract the Customer agrees not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.

## 29. Data Protection

29.1 For the purposes of this clause,

(a) "Data Protection Laws" means any laws and regulations relating to the use or processing of personal data including: (i) the Data Protection Act 1998 ("DPA"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable legislation implementing or made pursuant to EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/136/EC), and (ii) from 25 May 2018, EU Regulation 2016/679 ("GDPR"), and (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the GDPR.

29.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with these terms and conditions. Such processing shall continue for so long as these terms and conditions are in force and shall be in respect of the following:

29.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;

29.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;

29.2.3 Purpose and nature of processing:

(i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering Goods to the ultimate customer on behalf of the Customer

29.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall:

(a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these terms and conditions as if they were set out in full, and the reference to "documented instructions" in Article 28(3)

(a) shall include the provisions of these terms and conditions; and

(b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these terms and conditions.

29.4 The Customer agrees that Formula may engage third party providers including any advisers, contractors, or auditors to Process Personal Data ("Sub-Processors"). Formula shall ensure that our contract with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which we are subject to under these terms and conditions in relation to the Processing of Personal Data.

29.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with these terms and conditions is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.







**Customer Service Centre**

Tel: 01636 670 200

Fax: 01636 670 229

**Office Hours:**

Monday - Thursday 08:00 - 17:00

Friday 08:00 - 16:00

[www.saintgobainformula.com](http://www.saintgobainformula.com)

