



Please print, date, sign, scan and mail back to info@globalhardwaresolutions.com or directly to your GHS contact.

Company Name:	
Address:	
Postcode / Zip code:	
Sales Contact:	
Telephone Number:	
E-mail Address:	
Web-site Address:	
Accounts Contact:	
Telephone Number:	
Company Registration Number:	
Country of Registration:	
Country:	
Position:	
Account Currency:	
VAT Registration Number (EU Companies only):	
ISO Registered? Yes / No - If Yes, Registration Number:	



Please supply the company bank details:

Bank Account Number:	
Swift Code / Sort Code (USA):	
IBAN Number:	
Bank Name:	
Postcode / Zip code: Country:	
Date: Signature :	



GHS TERMS AND CONDITIONS

1. These Terms and Conditions will apply to each sale of goods by the Supplier to GHS B.V. ("GHS"). GHS may amend these Terms and Conditions at any time on written notice to the Supplier.

2. In these Terms and Conditions:

- . (a) "business day" means any day other than a Saturday, a Sunday, and a public holiday in the Netherlands;
- . (b) "Consignment" means all the goods listed in a Purchase Order.

Purchase Orders

3. All discussions between the Supplier and GHS (whether verbal or written) will remain nonbinding until the issue of a completed and signed purchase order by GHS (a "Purchase Order"). Both parties will be deemed to have agreed to the sale described by a Purchase Order unless, within two business days of its issue, one party gives written notice to the other that the details of the Purchase Order do not correspond with the previous discussions.

4. These Terms and Conditions and each related Purchase Order:

- . (a) contain the whole agreement between the parties in respect of each sale of a Consignment; and
- . (b) supersede and replace any prior written or oral agreement, arrangement or understanding between the parties in respect of each sale of a Consignment.

Collection/Delivery

5. The Supplier shall ensure that each Consignment is packed and secured in such manner as will enable the goods to arrive at GHS without deterioration in their condition. Further, the Supplier shall ensure that a clear and detailed packing list bearing the Purchase Order number is securely attached to both the outside and inside of each Consignment.

6. Unless otherwise specified in the Purchase Order, delivery of the Consignment shall be CIP (Incoterms 2010) to GHS's premises or other location specified by GHS.



Warranties

7. The Supplier represents and warrants the following at the time that GHS acquires title of each Consignment:

- . (a) the Supplier is entitled to sell the goods to GHS;
 - . (b) the goods are free from any charge or encumbrance;
 - . (c) the goods are genuine products manufactured by the brand owner or its licensees;
 - . (d) the brand owner has authorized the goods contained in the Consignment for sale in the European Economic Area;
 - . (e) the import, sale or use of the goods anywhere in the world will not infringe any type of intellectual property right of any third party and the import or sale of the goods will not constitute a parallel import for the purposes of an EU or other legislation;
 - . (f) the goods comply with all applicable laws and regulations within the European Economic Area;
 - . (g) the goods are of satisfactory quality, and meet the GHS packing and delivery terms (a copy of which is available from GHS on request);
 - . (h) the goods are new and for retail sale (unless otherwise stated on the Purchase Order);
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- . (i) the goods have not been registered with any end user (unless otherwise stated on the Purchase Order)
 - . (j) the goods match the part code, description and quantity on the Purchase Order.



Acceptance

8. Where any of the goods in a Consignment breach any of the warranties in clause 7, then:

- . (a) GHS may reject the entire Consignment provided that it gives written notice of this rejection within 90 days of having acquired title; or
- . (b) GHS may reject the specific goods that breach any of the warranties in clause 7, provided that it gives written notice of this rejection within two years of having acquired title.

9. Where GHS exercises its right of rejection under clause 8, the Supplier shall replace the goods or Consignment, repay the relevant sums paid by GHS, or provide a credit for the relevant sums paid by GHS (with the remedy to be at the choice of GHS).

10. In respect of a rejected Consignment, the Supplier shall also:

- . (a) provide GHS with a credit for the transport and insurance costs incurred by GHS; and
- . (b) arrange the collection and return of the Consignment from GHS.

Indemnity and Assistance

11. The Supplier indemnifies GHS against all losses, damages, costs and expenses incurred by GHS in connection with any claim by a third party which, if proven, would result in a breach of any warranty under clause 8. Without limitation, the indemnity shall include reimbursement of any legal costs in dealing with such claims and any damages paid on the advice of the legal advisers of GHS in settling such claims.

12. At the request of GHS, the Supplier shall promptly provide such information in its possession or control in relation to a Consignment as GHS may reasonably require in order to defend any claim by a third party and shall use its best endeavor's to obtain any related information from relevant third parties.



Miscellaneous

13. Neither party may assign or transfer any right or obligation under these Terms and Conditions or under any Purchase Order without the written consent of the other party.
14. Each party may set off any amounts owed to it by the other party against any amounts payable by it to the other party.
15. No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it.
16. The remedies provided under this Agreement are in addition to any provided by law and are without prejudice to the indemnity provided under clause 11.
17. In the event of any conflict between these Terms and Conditions and a Purchase Order, the Purchase Order shall prevail.



Law and Jurisdiction

18. These Terms and Conditions and each related Purchase Order, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of the Netherlands.

19. The parties irrevocably agree that the courts of Haarlem shall have exclusive jurisdiction to settle any dispute or claim that arises out or in connection with these Terms and Conditions and each related Purchase Order or their subject matter. For the avoidance of doubt, nothing in these Terms and Conditions shall prevent the parties from enforcing any order obtained in the Dutch courts in any appropriate jurisdiction.

Company:

Signature:

Name:

Title: