

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

Except only where expressly agreed otherwise by us in writing every purchase shall be subject to these printed terms and conditions (hereinafter called 'Conditions') Any Conditions other than these Conditions and any Special Conditions of Purchase applicable to this Order are expressly excluded. By taking action against this Order you will be deemed to have accepted these Conditions

2. AUTHORISATION

We accept no liability for any Goods delivered or services provided unless the Order has been placed or amended on our behalf by a duly authorised officer of the Company

3. PRICES

The price as stated on the order, is fixed, unless otherwise stated or agreed by us. The price includes delivery to the destination stipulated

4. PAYMENT

Payment shall normally be made against the Supplier's detailed monthly invoices at the end of the second month following that month in which the invoice is received, provided such Goods comply with the specification and with the Terms and Conditions of the Order. The payment terms shall only be amended by agreement in writing from the purchaser. All Invoices must be received three days after delivery of the goods and a detailed statement not later than the tenth of the month following delivery of the Goods is to be sent to the address overleaf.

5. PACKAGING

You will package the Goods in a manner suitable for transit and/or storage at no cost to us. We will not pay for or return packing materials unless previously arranged and confirmed in writing

6. DELIVERY

- (i) Time shall be of the essence of this Order
- (ii) Unless otherwise specified by us delivery of the Goods shall be effected by you at your own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit) at the place and on the date(s) specified in the order.
- (iii) In the event of the Goods not being made available on the date(s) specified in the Order we retain the right to cancel the Order pursuant to Condition 11
- (iv) We reserve the right to make alternative delivery arrangements and claim an allowance equal to any charge included in your price for the Goods

7. PASSING OF PROPERTY

The property and risk in the Goods shall pass on delivery or (in the case of delivery instalments) on the delivery of each instalment
Where the Goods or any part of them, though ready for delivery are retained by the Seller pending delivery instructions, then the property in such Goods shall pass to the Buyer upon payment, but the risk in such Goods shall remain with the Seller until actual delivery.

8. INSPECTION AND TESTING

- (i) The Goods shall conform in every respect to specifications, drawings, samples or descriptions provided or adopted by us and be free from defects in material and workmanship.
- (ii) Prior to our acceptance you shall inspect and test the Goods for compliance with the Order and in assessing their fitness for use we shall be deemed to rely on your skill and judgement. You shall if requested by us supply certified copies of records of such inspection and tests free of charge. You will grant to us or our nominated representatives a right of access at all reasonable times for the purpose of checking progress and carrying out or witnessing tests and/or inspection procedures. Such tests and inspection as we carry out shall not in any way diminish, affect or impair your obligations.
- (iii) Any performance characteristics specified by you in any tender or literature prepared by you or specified in the Contract are of the essence and shall form part of it. You will inform us immediately of any modification affecting the performance or essential specified characteristics of the Goods or any tooling associated with the Goods as found necessary during Commissioning or manufacture. We shall not be bound to accept any modification unless we have agreed to do so in writing

9. GUARANTEE

- (i) Without prejudice of any rights that we may have by statute, common law or otherwise, if within twelve months after the Goods have been put into service any defect in the Goods shall be discovered or arise in the course of normal usage, you shall remedy the defect either by replacement or repair at your own expense. You will not be entitled to reject any claim made in respect of any defect arising within the Guarantee period on the basis that we have failed to make the complaint during such period.
- (ii) The provisions of this Clause shall apply to Goods so replaced or repaired and shall be effective from the date of such replacement or repair being put into service, but shall not prejudice any of our rights resulting from any defects in the Goods
- (iii) If in the case of proprietary goods you give your own specific guarantee or warranty in terms not less favourable than that laid out in Condition 9(i), then we shall accept such guarantee of warranty in lieu of Condition 9(i). Also, any terms of your guarantee or warranty which seek to limit your obligation and liabilities under this contract shall be of no effect.

10. DETERIORATION OF GOODS

If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to you which would adversely effect the life-span of the Goods you will forthwith advise us in writing of all such necessary and appropriate information relating thereto which shall form part of the description of the Goods

11. REJECTION AND CANCELLATION

If the Goods do not comply with the Order, or any of the Conditions of the Order are broken or not complied with by you or it is clear that you will be unable to perform your part of the Order, we shall at our discretion be entitled to reject the Goods and/or cancel the Order (notwithstanding that the property in the Goods may have passed) by giving written notice to you and the following provisions shall where appropriate apply: -

- (i) We shall return to you at your risk and expense, any rejected Goods or any Goods already delivered which by reason of non-delivery of the balance are not reasonably capable of use by us, or at our option shall require you to collect the same and till we may at our discretion require you either to restore or rectify the Goods to our satisfaction and at your expense or to replace any Goods so rejected upon the same Conditions as herein stated.
- (ii) You will repay to us any money paid by us in respect of rejected or undelivered Goods.
- (iii) We reserve the right to carry out at your expense such work as may be necessary to make the Goods or any part thereof comply with the Contract.

12. FORCE MAJEURE

- (i) We shall not be liable to you for failure to accept delivery of the Goods resulting from any breakdown of plant or apparatus, fire, explosion, accident, strike, lock-out or any other event or cause beyond our control.
- (ii) If you fail to perform any part of this Order by reason of any event or cause specified in the preceding sub-clause we may at our discretion suspend or cancel the delivery of the Goods and/or the performance of this Order without any liability to you for payment. In this event, we shall also be able to recover from you such sums of money expended by us in connection with the order.

13. CONDITIONS OF MAIN CONTRACT

Where the order is by way of sub-contract to a main contract to which we are a party, and the terms of the main contract have been notified to you, by acceptance of the order you agree: -
(i) to observe and perform the terms of the main contract so far as the same relate to the order and such terms shall be deemed to be incorporated herein and be binding on you; and
(ii) to indemnify us against all and any liability we may incur under the main contract by reason of failure on your part to observe and perform the terms of the main contract the order or these conditions.

14. ASSIGNMENT AND SUB-CONTRACTING

You shall not without written consent, assign, transfer or sub-contract the order or any part of it to any third party

15. CONFIDENTIALITY

- (i) This order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised to any third party for any reason without our prior written consent
You will not use our name or other identity for advertising or publicity purposes without our prior written consent
- (ii) You will not copy, publicise or make available to any third party any drawings, patterns, tooling of any kind, written instructions, specifications and other technical papers, supplied by us or produced by you at our cost for the purposes of this Order and the same shall remain our property and must be returned to us on demand free of charge. You will keep safe these items and be responsible for replacing any item lost or damaged in reasonable time and at your cost. You will not modify such items except on our express instructions

16. PATENTS

- (i) Where the Goods are of your design you will indemnify us against any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of any infringement of any patent, trademark, registered design or copyright or other proprietary rights whether in the United Kingdom or elsewhere resulting from the design, manufacture, use, supply or re-supply of the Goods
- (ii) You will not apply for any Letters Patent or registered Design for Goods supplied against our specifications, drawings, samples or descriptions

17. INSURANCE AND INDEMNITY

- (i) You will insure to their full value any goods, tools, material and any other property provided by or through us to you for your use whilst they are in your possession.
- (ii) You will indemnify us against any and all liability, loss or damage claims, costs and expenses that arise in respect of the following: -
(a) damage or injury to any persons or property and any other loss or damage arising from any defect whatsoever in the goods or from any breach by you of any statutory duty or from the acts or omissions of your servants, agents or contractors
- (iii) You shall hold any insurance monies payable under this Clause in trust for us.

18. STATUTORY AND OTHER REQUIREMENTS

You will in relation to the Goods comply, and it is a condition of this Order that the Goods comply and will continue to comply with the provisions and requirements applicable to the design, manufacture, supply and use of the Goods hereunder (whether expressly or by implication) of any statute, statutory instrument, order, directive or regulation in force at the time of delivery

19. BANKRUPTCY OR LIQUIDATION

If you shall become bankrupt or have a receiving order or administration order made against you or shall make any composition or arrangement with any conveyance or assignment for the benefit of your creditors or shall purport so to do or shall have any application made against you under any Bankruptcy Act, or (being a company) if any resolution shall be passed or an order of the Court be made that you would be wound-up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done, we shall be entitled to determine the Order by written notice to you but without prejudice to any other right or action which we may have at the date of such notice.

20. WAIVER

No administration, act or omission made by us on our part during the continuance of this Order shall constitute a waiver of, or release you from any liability under any of its terms.

21. LAW OF THE CONTRACT

The Order shall be construed and have effect in all respects in accordance with English law