

Conditions of Purchase

1. Acceptance

This order is liable to cancellation if not acknowledged on the appropriate form within 5 working days

2. Procedure

We shall not be liable for any orders of amendments hereto other than those issued or confirmed on our official printed order or amendment forms, signed by a person authorised on our behalf.

3. Delivery/ Transport/ Packing

(A) The goods must be packed in such a manner as to ensure their safe transit and delivered carriage paid in accordance with our instructions. All packages must have marked on them your name the description and quantity of the contents and our order number.

Where requested by you prior to the delivery of the goods packing materials and cases will be returned by us at your expense and risk but if no such request is received by us we shall be free to dispose of packing materials and cases as we see fit.

(B) The goods shall be at your risk until delivered to us in accordance with our instructions or is the goods are to be installed by you until so installed in accordance with our instructions.

(C) Time of delivery is of the essence of the Contract.

4. Quality

The goods supplied and work carried out by you must be in accordance with our instructions and must conform to the specification, sample and any other requirements of the Contract notwithstanding that tools patterns or materials may have been provided by us to you for the manufacture of the goods or the carrying out of the work. Unless otherwise stated the goods must conform to British Standard Specifications and conditions where applicable and without our prior consent in writing neither the maker's name nor marks may appear on goods or any part of them.

5. Passing of Property

The property in the goods shall pass to us at the time of delivery at the place specified in the contract or upon any payment in respect thereof being made to you whichever shall be the earlier without prejudice to any right or rejection or other right which may accrue to us or have accrued to us under these conditions or at law.

6. Inspection and Tests

(A) Before dispatching the goods you shall carefully inspect and test them for compliance with the Contract and shall provide us with such test certificates as we may require.

(B) Our inspector or representative of any inspector or representative of our customer or his agent or any government department concerned shall be entitled on our authority to

inspect or test the goods or work at any reasonable time and subject to reasonable notice at your works or at the works of any of your sub-contractors or assignees. If specified by us you will give us adequate notice of your works test which any inspector or representative specified in this clause shall be entitled to attend. Any inspector or representative specified in this clause shall not relieve you of any liability nor shall it imply acceptance of the goods or work.

7. Sub-Contracting or Assignment

No part of the Contract is to be sub-contracted or assigned by you except as is customary in the trade without our previous consent in writing. Where such consent is given it is conditional upon your subcontractor or assignee accepting the conditions agreed between us.

8. Postponement

In the event of any industrial dispute fire explosion accident or of any stoppage of or interference with our business or work beyond our reasonable control which may prevent or hinder the use of the goods or work the delivery of such goods and the performance of such work and the payment therefore may be suspended at our option until the circumstances preventing or hindering the use of the goods or work have ceased.

9. Delay

You shall forthwith notify us of any apprehended delay in delivery despatch or completion.

10. Payment

Payment by us to may be delayed if you fail:

- (A) To send on the day of despatch for each consignment such advice(s) of despatch and invoices as may be indicated in this order or
- (B) Any invoice not received by the 7th or the month following despatch of goods will be carried forward to the next month or
- (C) To send a monthly statement of account by the 10th of the month quoting the invoice numbers applicable to each item thereon or
- (D) To mark clearly our order number on the consignment package, packing notes, advice notes, monthly statements and all other correspondence relating thereto.

No prompt payment discount shall be forfeited by us if delay in payment is caused by your failure to comply with the matters specified in this clause.

- (E) All payments made will be without prejudice to our rights whether at law or under these conditions should the goods or work be unsatisfactory or not in accordance with the order or our instructions
- (F) Unless previously agreed in writing no increase in price will be accepted over and above the price stated on the order.

11. Health & Safety

The company require that all goods and services supplied meet the statutory requirements outlined in the Health & Safety at Work Act 1974 Section 6.

12. Defective Material/ Workmanship

- (A) You shall keep us indemnified against all loss and/or expense suffered by us which results during or after proper use of goods directly or indirectly from defective goods, materials, workmanship or design and in addition you shall immediately repair or replace at our option free of charge any goods in which defects appear within a reasonable period from the date of delivery. If requested by you goods in which defects have appeared shall be returned to your works at your risk and expense.
- (B) You shall keep us indemnified against any damage to our property (including any materials, tools or patterns sent to you for any purpose) and against any claims for injury or death to any person or loss or damage of or to the property of any person caused by your negligence or any act of omission of your employees, sub-contractors or agents in the execution of the Contract or by the supply by you of defective tools.

13. Patents/Copyrights/Confidentiality

- (A) All tools, patterns, materials, drawings, specifications and any other data provided to you by us in connection with the Contract shall remain our property at all times and shall be surrendered to us on completion of the contract in good condition fair wear and tear excepted and are to be used solely for the purpose of completing the Contract. Any patents, copyrights or registered designs arising from the execution of the Contract in accordance with our patterns, drawings, specifications or other data shall be our property and you at our request shall execute and do, and shall procure that your employees shall execute and do at our expense, all deeds documents and things that may be necessary or expedient in applying for, obtaining and vesting in us any such patents registered designs or copyrights in any country.
- (B) This order the subject matter thereof the Contract and any patterns, materials, drawings, specifications and other data supplied by you to us shall be treated as confidential, between yourselves and us and shall not be disclosed by you or any sub-contractor or assignee of yours to any third party or used for any purpose other than the completion of the Contract without prior consent in writing.
- (C) You shall keep us indemnified (except in respect of designs provided by us) against all claims of infringement or alleged infringement of Letters Patent, Registered Design Trade Mark or Copyright in respect of the goods supplied by you and against all costs expenses and damages which may incur in any such action and against all loss we may suffer as a result of any infringement.

14. No Waiver by either you or us whether written or oral express or implied of any rights or arising from the Contract shall be binding on any subsequent occasion and no concession by either you or us shall be treated as an implied variation of the Contract unless specifically agreed in writing.

15. Cancellation

We reserve the right without prejudice to our rights and remedies at law to terminate the Contract in the event that:

- (A) You fail to deliver the goods or complete the work by the date or dates specified in the Contract or
- (B) You notify us of any apprehended delay under clause nine herein or
- (C) You fail to comply strictly with all the terms of the Contract or
- (D) The goods supplied by you or the work carried out is below the specified standard or fails to pass such inspection or test as may be required by us or by customer or agent or by any Government department concerned

And shall be entitled to recover from you all loss damage and expense suffered directly or indirectly by us as a result of our termination of the Contract and/or your failure to meet the conditions of the Contract.

16. Bankruptcy or Liquidation

If you commit an act of bankruptcy or have a receiving order made against you or compound with your creditors or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation or carry on your business under a receiver for the benefit of creditors or any of them we shall have the right to terminate the Contract forthwith by written notice to you or to the receiver or liquidator or to any person in whom the Contract may have vested and to remove any of our property in your possession.

17. Law and Application

- (A) These conditions shall have precedence over any conditions appearing on any acceptance form, delivery form or other documents or letter emanating from you such conditions shall have no effect whatsoever except insofar as they confirm the terms of this order.
- (B) The Contract shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty (express or implied) or right or remedy to which we are entitled in relation to the goods or work by virtue of Statute or Common Law.