

## TERMS AND CONDITIONS OF PURCHASE

### **1 QUALITY AND DESCRIPTION**

- (a) The Goods shall conform as to quality, description and specification with the particulars specified by the Buyer and shall be of sound materials and workmanship.
- (b) The Supplier further warrants that the design, construction, composition and quality of the Goods shall comply in all respects (i) with all relevant requirements of any statute, statutory instrument or regulation in force at the date of delivery and (ii) provided that where Supplier's trade description does not comply with Buyer's specification then the latter shall prevail.
- (c) Without prejudice to his other rights the Buyer reserves the right to reject and refuse payment for any Goods supplied which fail on inspection or in use to comply with the foregoing conditions. Upon notification of rejection by the Buyer rejected Goods shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall within 28 days or at a time otherwise acceptable to the Buyer replace such rejected Goods by Goods which are in all respects in accordance with the contract. Alternatively the Buyer may at its absolute discretion deem the contract avoided and the Supplier shall immediately return all monies paid to it by the Buyer.

### **2 DELIVERY**

Unless otherwise instructed by the Buyer all Goods must be delivered at the times and places and within the hours specified in this Order. If the Goods are incorrectly delivered the Supplier will be held responsible in respect of any costs incurred in delivering them to their correct destination.

### **3 THE PRICE**

The price for the Goods shall be the sum specified in this Order. This Order must not be completed at prices higher than that shown on the face or at higher prices than the last quoted or charged without the Buyer's written consent.

### **4 PROPERTY AND RISK**

The property and risk in the Goods shall remain with the Supplier until the Goods are received at the point of delivery stated in the Order.

### **5 WARRANTY**

The Supplier will indemnify the Buyer against any claim for infringement of Letter Patent, Registered Design, Trademark or Copyright arising out of delivery, use or sale of any Goods supplied to the Buyer. All such claims shall be notified to the Supplier who shall deal with them as he thinks fit at his own expense but with the reasonable assistance of the Buyer. The Buyer will not unless the Supplier fails within reasonable time to take over the claim, make any admission which might be prejudicial thereto. In addition the Supplier shall indemnify the Buyer against any claim or loss arising as a result of any act of negligence or omission on the part of the Supplier or his employees during the course of complying with the Order.

### **6 DELAY**

In the event that the Supplier shall fail to deliver any Goods or complete any work covered by this Order within the time specified then the Buyer shall:-

- (a) Have the option by written notice to the Supplier to require the completion of the work or the delivery of the Goods within fourteen days from the date of the notice. If the Supplier continues to default after that time the Buyer may terminate the Contract by Notice to the Supplier, or
- (b) Where time is of the essence then without prejudice to the Buyer's right for the breach of Contract (i) the Buyer may terminate the Contract and in this event without prejudice to the Buyer's other remedies the Supplier shall promptly collect any Goods which have been delivered (ii) where delivery of a quantity of the Goods which correspond to the Contract which is less than the agreed quantity has been tendered and the Buyer has not exercised its rights of termination under this Clause the Buyer may accept the Goods which correspond to the contract and recover for the Supplier's breach in respect of the failure to deliver the remainder of the Goods (iii) the Buyer may require the Supplier promptly to deliver sufficient Goods which correspond to the Contract to comply with the quantity required and the Buyer may exercise the right in this Clause by Notice to the Seller.

### **7 SECRECY**

Any know how, specification or other information of a commercial or technical nature disclosed to the Supplier as a result of the Order shall remain the Buyer's property. It must be kept secretly by the Supplier during and after the execution of this Order and may not be used or disclosed by him without the Buyer's prior written consent save where such use or disclosure is necessary for the proper execution of this Order.

### **8 FORCE MAJEURE**

Either party shall be discharged from such performance of its obligations which are in connection with this Order if such performance is prevented, prohibited or delayed by circumstances beyond the control of that party. Notwithstanding the foregoing, the Buyer may by notice in writing to the Supplier cancel any deliveries which cannot be made within a reasonable time after the due date. However, the Supplier is obliged to declare presumed condition of 'force majeure' in writing within twenty four hours of learning of the occurrence.

### **9 COMPLIANCE WITH STATUTES AND REGULATIONS**

The Supplier must ensure that the Goods and deliveries thereof and any Work undertaken comply with all relevant statutes, regulations and other legal requirements including those relevant to health, safety and welfare.

### **10 HAZARDS**

The Supplier will inform and keep the Buyer informed of all hazards and regulations (statutory or otherwise) which the Supplier knows or believes to be associated with the use, handling storage, labelling and transport of the Goods and the Supplier will ensure that relevant consignments are properly marked with the appropriate internationally recognised danger symbols and that prominent hazard warnings appear in English on all packages and documents.

### **11 NON-ASSIGNABILITY**

All Orders are placed on the understanding that the Supplier has the capacity to supply the Goods. The Supplier shall not sub-contract this Order without the Buyer's written consent.

### **12 ACCEPTANCE**

Acceptance of this Order shall entail acceptance of the conditions printed hereon and no conditions submitted or referred to by the Supplier at any time shall form part of the contract unless specifically agreed to in writing by the Buyer. Any inspection, checking, approval or acceptance given on behalf of the Buyer by its servants or agents in relation to the Goods or any Work shall not relieve the Supplier from the obligations assumed hereunder.

### **13 GOVERNING LAW**

The construction, validity and performance of the contract shall be governed in all respects by the Laws of England.