

## **1. GENERAL**

- 1.1 These Conditions shall apply to all orders made by the Company unless specifically changed on the order.
- 1.2 The Company will not accept liability on any order unless it is made on the Company's printed order form and signed by the Company's authorised buyer.
- 1.3 Acceptance of this order must be confirmed in writing within 28 days.
- 1.4 Any variation of these conditions must be confirmed in writing, by the Company and signed by the Companies authorised buyer.
- 1.5 The supplier shall not assign or sub-let any part of this order without the written consent of the Company.
- 1.6 This contract shall be governed by and constructed in accordance with English Law.
- 1.7 Where an order is placed subject to specifications the Supplier shall ensure that the goods comply with these specifications. At the Company's request the Supplier shall allow the Company or any subsequent Purchaser to whom the Company is reselling the goods, to inspect the Supplier's workplace and quality assurance procedure.
- 1.8 Goods delivered in excess of the quantity ordered may, at the Company's option, be rejected and returned at the Supplier's expense.
- 1.9 All patterns, drawings, tools, other equipment, material and information provided by the Company for the execution of this order remain the Company's property and are not to be used for any other purpose without the written consent of the Company, are to be returned in good condition on the Company's request and are to be treated as confidential.
- 1.10 Any materials the Company sends to the Supplier to be processed or for any purpose are to be insured by the Supplier against loss or damage while in his custody. Any such materials suffering loss or damage shall be replaced or rectified if the Company so request, by the said Supplier free of charge or paid for by the said Supplier.
- 1.11 The Supplier shall not produce for any other person goods manufactured to the Company's design and shall refer to the Company any enquiries or orders for such goods, which he may receive.
- 1.12 The Company or any subsequent Purchaser to whom the Company is reselling the goods, may at all reasonable times inspect the whole or any part of the goods, but such inspection shall not relieve the Supplier from his obligations under this contract. Any sub-orders placed by the Supplier shall state that they are subject to the Company's right of inspection.
- 1.13 All contracts are of a "time is of the essence" contract.

## **2. GUARANTEE**

- 2.1 The Company will give the Supplier prompt notice of any defect in the goods supplied under this contract.
- 2.2 The Supplier shall repair or replace any defect in the goods supplied which may appear in the first 12 months of service or as specified on the purchase order.
- 2.3 If any defect is not remedied within a reasonable time, or if the Company reasonably believe that delay would increase the Supplier's liability, the Company may do the work at the Supplier's expense.
- 2.4 The Supplier shall indemnify the Company against any claims for infringement of patents, or claims for royalties in respect of the goods supplied under this order.
- 2.5 The Supplier shall indemnify the Company against any claims arising from personal injury to any person and any loss or damage to property incurred in the execution of this contract, attributable to any defect in the goods supplied under this order.
- 2.6 The Supplier will not be liable under the foregoing guarantee if the goods supplied were improperly maintained or stored.

## **3. QUALITY AND DESCRIPTION**

The Supplier warrants that the goods shall:

- a) be of satisfactory quality and free from defects in design, material or workmanship and fit for their intended purpose
- b) conform to the quantity, description and drawings contained or referred to in the Purchase Order
- c) be of sound material and workmanship
- d) be equal in all respects to the specification or to the samples or patterns provided or given by either party
- e) be capable of any standard or performance specified in the Purchase Order
- f) be new and free from any lien, charge or other encumbrance and
- g) comply with all statutory requirements and regulations relating to sale of the goods

## **4. DELIVERY**

- 4.1 An invoice, advice note and any other documentation must be sent to the Company on the same day the goods are despatched and a packing list should be enclosed with the consignment.
- 4.2 If the Supplier should fail to deliver the whole or any portion of the goods or associated material certification ordered on the due date, or should fail to replace those rejected within a reasonable time, the Company reserves the right to cancel the order or any part of it.

- 4.3 The Company will reasonably extend the despatch date in the case of any cause beyond the Supplier's control including but not limited to war, hostilities, riot, civil commotion, strikes, lockouts, labour disputes, epidemics, fire or accidents provided the Supplier gives prompt notice of the occurrence of such cause and subsequent submits full written justification for the extension claimed.
- 4.4 If during the currency of the order the Company's business is stopped, interrupted or restricted, due to war, hostilities, riot, civil commotion, strikes, lockouts, labour disputes, epidemics, fire or accidents or any cause whatsoever beyond the Company's control, then delivery may at the Company's option be partially or wholly suspended.
- 4.5 All goods must be delivered suitably packed and carriage paid unless otherwise agreed.
- 4.6 Goods delivered to The Company, must be identified with Purchase Order No., Item No., Part No. and quantity delivered.

## **5. VARIATION**

No variation of these Conditions or of the Purchase Order shall be effective unless agreed in writing between by the Company.

## **6. INSOLVENCY**

If during the performance of the order the Supplier becomes bankrupt or insolvent or compounds with its creditors, or being a limited company, commences to be wound up or if a Receiver is appointed of any of the Supplier's assets, the Company shall be at liberty by notice in writing to cancel the Purchase Order without being liable for loss or damage of any kind arising from such cancellation and without prejudice to any rights or remedy which shall have accrued or shall accrue thereafter to The Company.

## **7. PAYMENT**

- 7.1 The price must not exceed that specified on the order, or when not specified must not be higher than that last quoted or charged without prior agreement.
- 7.2 Unless otherwise agreed terms of payment are 60 days following end of month in which goods/services, associated documentation and invoice are received.
- 7.3 All payments will be made without prejudice to any rights the Company have.
- 7.4 All prices shown overleaf are exclusive of Value Added Tax. Value Added Tax must be shown as a separate item to the cost of the goods on any invoice.
- 7.5 The Company's order number must be stated on every advice note, invoice or other communication.

## **8. SPECIAL TERMS**

Any special terms and conditions set out in the Purchase Order will prevail in the event of conflict with these Conditions.