



Terms & Conditions of Purchase

1. DEFINITIONS

- 1.1 In these Conditions "the Buyer" means the person, firm or company so named in the Purchase Order.
- 1.2 "The Seller" means any person, firm or company to whom an Order is addressed.
- 1.3 "Purchase Order" means Buyer's Purchase Order, which specifies that these conditions apply to it.
- 1.4 "Services" means the services described in an Order.
- 1.5 "The Goods" means the goods which the seller is to supply.
- 1.6 "Loss" means actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur.
- 1.7 "Contract" means the contract between the Buyer and Seller consisting of the Purchase Order, the terms and conditions set out in this document.

2. ACCEPTANCE OF ORDER

- 2.1 The Seller's execution and return of the acknowledgement copy of the Order, or the commencement of delivery of Goods or performance of Services, constitutes the Seller's acceptance of the Order subject to these Conditions.
- 2.2 The Buyer is not liable for any Order unless it has been placed on behalf of the Buyer by its duly authorised representative and the Seller confirms its acceptance of such Order and these Conditions as set out in Condition 2.1 above.

3. GOODS AND SERVICES

The Seller shall ensure that:

- 3.1 the Goods and Services shall be to the reasonable satisfaction of the Buyer and shall conform in all respects with any particulars referred to in the Order and in any variations thereto;
- 3.2 the Goods and Services (together with the Seller's performance of its obligations hereunder) shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- 3.3 the Goods shall be of satisfactory quality, of good materials and workmanship, substantially free from defects, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Seller by the Buyer and the Buyer relies on the skill and judgement of the Seller in the supply of the Goods and the execution of the Order; and
- 3.4 it will provide the Services in accordance with the terms of the Order, with reasonable care, skill and diligence, using properly experienced and qualified people.

4. THE PRICE

- 4.1 The price of the Goods and Services shall be as stated in the Order and includes all costs of supplying the same.
- 4.2 Unless otherwise agreed in writing by the Buyer, the Seller shall render a separate invoice in respect of each consignment delivered under the Order. If the Goods and Services are accepted by the Buyer, payment shall be due within 60 days of the end of the month of the invoice date.
- 4.3 The Buyer reserves the right to withhold any disputed portions of payments until the dispute is resolved but undisputed amounts shall be paid by the due date.
- 4.4 The Buyer may offset any amount owing to it from the Seller against any amount owed to the Seller by the Buyer.

5. DELIVERY

- 5.1 The Goods/and or Services shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's normal business hours.
- 5.2 Where the date for the delivery of the Goods and/or Services is not specified within the Order, the Buyer shall give the Seller reasonable notice in writing of the date required for the delivery of the Goods and/or Services and the Seller shall forthwith comply as if the date had formed a part of the Order.
- 5.3 The time of delivery shall be the essence and failure to deliver within the time promised or specified shall enable the Purchaser (at his option) to release himself from any obligation to accept and pay for the Goods and/or Services, to cancel all or part of the Order thereof, and/or return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use.
- 5.4 The Buyer shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods/and or Services until the Buyer has had reasonable time to inspect them following delivery/and or performance or, if later, within a reasonable time after any defect of any nature in the Goods and/or Services has become apparent.
- 5.5 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods/and or Services.

6. PROPERTY AND RISK

Property and risk in the Goods shall pass to the Buyer at the time of delivery. If the Seller postpones delivery for any reason, title shall pass on the date that the Goods should have been delivered but risk shall only pass upon actual delivery.

7. DAMAGE IN TRANSIT

On despatch of any consignment of the Goods the Seller shall send to the Buyer at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

8. LABELLING AND PACKAGING

- 8.1 The Goods shall be packed and marked in a proper manner and in accordance with the Buyer's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order number, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Seller shall indemnify the Buyer against all such Loss resulting from or in connection with any breach of this Condition.
- 8.2 The Buyer accepts no liability for packaging materials unless expressly agreed in advance.

9. PATENTS AND INFORMATION

The Seller shall not use, copy or disclose any Confidential Information for any purpose other than to the extent required to perform its obligations hereunder and shall use its best endeavours to prevent any such activity which is not in accordance with this Condition. This Condition does not apply to information which is or becomes publicly known other than by a breach of these Conditions; can be shown to the Buyer's satisfaction to have been known by the Seller before disclosure by the Buyer to the Seller; is or becomes available to the Seller otherwise than from the Buyer and free from any restrictions as to its use or disclosure; and/or is required to be disclosed by law providing the Seller gives prior notice to the Buyer (save where it is prohibited by law from doing so).

10. TERMINATION

- 10.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods/and or Services by giving notice to the Seller at any time prior to delivery, in which event the Buyer's sole liability shall be to pay to the Seller the actual cost of the Goods up to the date of termination except where the termination is due to the Seller's failure to comply with the Order and/or the Seller's breach of the Contract terms.

The Buyer may cancel the whole or any part of an Order at any time by written notice to the Seller if:

- 10.2 the Seller is Insolvent;
- 10.3 the Buyer reasonably apprehends that the Seller is about to become Insolvent and notifies the Seller accordingly.

11. NOTICES

Any notice given under or pursuant to the Order may be sent by post or by registered post or by the recorded delivery service or transmitted by facsimile or any other means of telecommunication resulting in the written communication in permanent form and so sent or transmitted to the address of the party shown on the face hereof, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means or transmission it would first be received by the addressee in normal business hours.

12. WARRANTIES & LIABILITY

The Seller warrants, in addition to any warrants implied by law that the goods:

- 12.1 be warranted by the Seller to be free of defects for a period of not less than 1 year.

- 12.2 for Goods and/or Services supplied by the Seller agrees to carry out all repairs/defects at his cost within a period of 1 year of practical completion.
- 12.3 the Buyer agrees to notify the Seller of any defects within the guarantee period and the Buyer will give to the Seller all reasonable access and time to carry out the repair at the Seller's cost. Where time or expediency dictate the speed of repair, at the Buyer's discretion the Buyer will carry out the repair at the Buyers cost and the Seller agrees to pay such reasonable costs. Alternatively, the Buyer will expect a full refund of the cost or replacement goods as new.
- 12.4 Will meet all the criteria in the Order or in any other applicable specification.

The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- 12.5 breach of any warranty given by the Seller in relation to the Goods/and or Services.
- 12.6 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design, trade mark or other intellectual rights of any other person.
- 12.7 any liability under the Consumer Protection Act, Data Protection Act or any re-enactment of them in relation to the Goods.
- 12.8 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering, performing and installing the Goods and/or Services;
- 12.9 any act or omission of any of the Seller's personnel in connection with the performance of the Order.

13. CONSTRUCTION OF CONTRACT

The construction, validity and performance of the Contract shall be governed by the law of England.