

## **Terms and Conditions of Purchase**

### **Formation of Contract**

1. No addition alteration or substitution of these term will bind us or form part of any contract unless they are expressly accepted in writing by a person authorised to sign on our behalf
2. Nothing in these conditions shall prejudice any condition or warranty expressed or implies or any legal remedy to which we may be entitled in relation to the goods and/or the work the subject of this order by virtue of any statute or custom or any general law or local law or regulation
3. The construction validity and performance of these conditions and this order shall be governed by the law of England.

### **Delivery**

4. In regard to performance of this order by you time shall be of essence. The goods shall be delivered and/or the work performed on the date and the place stated overleaf, during normal business hours unless previously arranged otherwise. Delivery of goods shall be to the place specified overleaf and the terms of carriage shall be as specified overleaf. In regard to the performance of this Condition by you, place shall be of the essence. If the delivery is large, time of delivery must be arranged with the warehouse manager, otherwise we reserve the right to refuse the goods.
5. If for any reason we are unable to accept delivery of the goods on or after the agreed delivery date, you will store the goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery at your cost.

### **Specifications, Quality Tests Rejection**

6. All of the goods and/or the work must pass the acceptance tests of our inspector. We shall be entitled to reject all goods and/or work which does not conform completely in every respect with the terms of this order and in particular (but without prejudice to the generality of the foregoing), furthermore, if by the nature of the goods and/or the work, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use we may reject the same even after a reasonable period of use. It is agreed that in the case of goods we may exercise the aforesaid rights of rejection notwithstanding any provision contained in Section 11 or 35 of the Sale of Goods Act 1893.
7. Any goods and/or work rejected under Condition 6 must be at our request be replaced or re-performed as the case may be, by you at your expense, alternatively we may elect (at our option) to cancel this order. Both in respect of the goods and/or the work in question of the whole of the undelivered balance (if any) of the goods and/or the remainder of the work (if any) covered by this order. All rejected goods will be returned to you at your expense.
8. Our signature given in respect of the goods is evidence only of the number of packages received. In particular, it is no evidence that the correct quantity or number of goods has been delivered or that the goods delivered are in good condition or of the correct quantity.
9. You will ensure that in all respects (except by way of design or specification where we have supplied the same) the goods and/or the work comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered and/or the work performed as the case may be. In particular, without prejudice to the generality of the foregoing.

### **Property and Risk**

10. Property and risk in the goods shall pass to us, when they are delivered in accordance with Condition 4. Such passing of property and risks shall be without prejudice to any right or rejection arising under these Conditions, in particular (but without prejudice to the generality of the foregoing) under Condition 6-9 inclusive.

### **Prices and Payment**

11. Prices and currency shall be those specified overleaf. You warrant that all prices are in accordance with the counter-inflation and/or price control legislation, if any, for the time being in force and undertake to refund to us on demand any excess which may be charged by you in contravention of such legislation.

## **Industrial Property etc.**

12. Any and all patents, registered designs, copyright or other industrial or intellectual property rights throughout the world whether or not similar to any of the foregoing resulting from any work carried out by you in the execution of this order shall vest exclusively in us.
13. You warrant that neither the sale nor the use of the goods nor the performance of the work will infringe any British or foreign patent trademark registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing and you shall indemnify us from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid and at your own expense will defend or (at your option) assist in the defence of any proceedings which may be brought in that connection, provided that you shall be under no liability under this Condition in respect of any infringement as aforesaid occasioned by use of a design or specification supplied to you by us.
14. No goods covered by orders shall be manufactured, sold or disposed of by you in violation of any right whatsoever of third parties and in particular but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or do any charge, mortgage or lien, provided that you shall be under no liability under this Condition in respect of a violation as aforesaid occasioned by use of a design or specification supplied to you by us.

## **Indemnities, Third Party Liabilities**

15. You shall indemnify us from all actions, claims, demands, expenses and liabilities whatsoever in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (not attributable to any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work executed by you against this Order or shall be alleged to be attributed to some defect in the goods.
16. Should you use any personnel to execute work on our premises they shall be required to abide by the safety rules and other relevant regulations laid down by us from time to time. This order is given on the condition that you will indemnify us against all such actions, claims, costs or other liabilities (if any) which we may incur either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) arising from personal injury to, or death of any such employees, agents, sub-contractors or other representatives while on our premises whether or not such persons are at the time when such personal injury or deaths are caused acting in the course of their employment.
17. You will indemnify us against any and all damage, loss or expense caused by us whether directly, or as a result of the claim of any third party by reason of any breach by you of these conditions or of any terms or obligations on your part implied by the Sale of Goods Act 1893 as amended or by any other statute or statutory provision relevant to the order or to goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 18.
18. Wherever any sum of money is recoverable from or payable by you to us as a result of the operations of any of these conditions or any breach by you of the same, such sum may be deducted by us from any sum then due or which at the time thereafter may become due to you under any other order or transaction placed or entered into by us with you.

## **Cancellation**

19. If either you or we are delayed or prevented from performing our obligations under this order, by circumstances beyond the reasonable control of either of us, including any form of Government intervention, strikes and lock-outs relevant to this order, breakdown of plant, delays by sub-contractors (but only where such delays were beyond the control of the sub-contractors concerned) such performances shall be suspended and if it cannot be completed within a reasonable time after the date due as specified in this order, this order may be cancelled by either party. We will pay to you such sum as may be fair and reasonable in all circumstances of the case in respect of work performed by you under this order prior to cancellation and in respect of which we have received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it by giving written notice to the other to that effect.
20. We reserve the right to cancel the whole or any part of this order or any consignment on account thereof.

## **Order Validity**

21. This order is only valid when signed by the company director. Orders valued in excess of £25,000 (twenty-five thousand pounds) require two signatures.
22. These terms and conditions of purchase override and prevail any terms and conditions of sale issued by the supplier.