

## 1 Definitions

In these Conditions of Purchase the following expressions shall have the following meanings:

- i) "The Order" shall mean the order placed by the Buyer for the Goods.
- ii) "The Goods" shall be deemed to include services.
- iii) "Specification" shall mean the technical description (if any) of the goods contained or referred to in the order.

## 2 Variations

These conditions and any special conditions which shall be notified to the Seller in writing shall apply to all Orders. Any qualification of these Conditions which the Seller seeks to impose, whether submitted before or after these Conditions, shall be deemed to be inapplicable unless expressly accepted in writing by the Buyer.

## 3 Acceptance

On receipt of the Seller's Acknowledgement of Order, or on the Seller's commencement of work on the Order, whichever is earlier, the Seller is deemed to have accepted the order on these Conditions

## 4 Prices

Any prices quoted on the Order shall be deemed to be inclusive of carriage, packing and VAT unless the contrary is expressly stated or is clear from the face of the Order.

## 5 Quality and description

The Goods shall:

- i) conform as to quantity, quality and description with the particulars stated in the Orders.
- ii) be of sound materials and workmanship
- iii) be equal in all respects to the samples, pattern or specifications provided or given by either party.
- iv) be capable of any standard of performance specified in the Order
- v) if the purpose of which they are required is indicated in the order either expressly or by implication, shall be fit for that purpose.

## 6 Inspection and testing

- i) Before despatching the Goods the Seller shall carefully inspect and test them for compliance to the specification. The Seller shall, if requested by the Buyer, give the Buyer reasonable notice of such tests and the Buyer shall be entitled to be present thereat. The Seller shall also, at the request of the Buyer, supply to the Buyer a copy of the Seller's test sheets certified by the Seller to be a true copy.
- ii) If it is expressly agreed, the Buyer shall be entitled to inspect and test the Goods during manufacture, processing or storage. If the Buyer exercises this right, the Seller shall provide or shall procure the provision of all such facilities as may be reasonably required by the Buyer therefore.
- iii) If as a result of any inspection or test under paragraphs (i) or (ii) of this clause the Buyer's representative is of the reasonable opinion that the Goods do not comply with the Order, or are unlikely on completion of manufacture or processing so to comply he shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.

## 7 Delivery and passing of property

The Goods, properly packed and secured in such a manner as to reach their destination in good condition under normal means of transport shall be delivered by the Seller at, or despatched for delivery to the place or places and in the manner specified on the Order or as subsequently agreed. Unless otherwise agreed in writing, Goods shall be delivered at Seller's risk and expense.

Property and risk in the Goods shall pass on delivery of the Goods as authorised and directed by the Seller. Goods delivered in advance of the delivery time specified on the Order may be returned at the Seller's expense.

## 8 Time

Time of delivery shall be of the essence and the Seller shall deliver the Goods at the time specified on the Order. Time shall begin to run from the date of acceptance by the Seller of the Order or the date on which the Seller is placed in possession of such information and drawing as may be necessary to enable him to start work on the Goods, whichever may be the later. If owing to industrial disputes or any causes outside the Seller's control, the Seller is unable to deliver the goods within the specified time then provided that the Seller shall have given the Buyer notice in writing without delay of his intention to claim an extension of time the Buyer shall grant the Seller such extension of time as may be reasonable.

If the Goods or any portion thereof are not delivered within the time or times specified in the Order or any extension of such time or times, the Buyer shall be entitled to terminate the Contract in respect of goods undelivered as aforesaid and of any other Goods already delivered under the Contract which cannot effectively and commercially used by reason of the non-delivery of the goods undelivered as aforesaid. On such termination the Buyer shall be entitled:

- i) To return to the Seller at the Seller's risk and expense any of the Goods already delivered but which cannot effectively and commercially used as aforesaid and to recover forthwith from the Seller any monies paid by the Buyer in respect of such Goods.
- ii) To recover from the Seller any other monies paid in advance in respect of the terminated Contract together with any cost and expenses reasonably incurred, or any losses or claims suffered, by the Buyer as a result of termination of the Contract. If the Buyer elects not to terminate the contract, such election shall be without prejudice to the buyer's rights to be compensated by the Seller for all losses suffered or incurred by the Buyer by reason of the Seller's default or delay,

## 9 Rejection

i) Notwithstanding that the property in the Goods may have passed, the Buyer may by giving notice in writing to the Seller reject the Goods if the Seller fails to comply with his obligations in clause 6 hereof and may also by notice in writing to the Seller within 28 days or such other period as may be agreed after delivery, reject any Goods which are found not to be in accordance with the Order. The Buyer shall when giving notice of rejection specify the reasons therefore and shall thereafter return the rejected Goods to the Seller at the Seller's risk and expense. If such event occurs the Buyer shall be entitled to terminate the Contract by giving notice in writing to the Seller, in which case the Buyer's rights and remedies shall be the same as on termination in accordance with Clause 8 hereof. In the absence of such notice, of termination the Seller shall within a reasonable time replace such rejected goods with Goods which are in all respects in accordance with the Order and shall reimburse the Buyer for any losses suffered by the Buyer by reason of rejection.

ii) The Buyer may, at his discretion, subject any consignment of goods to a sample inspection and reserves the right to reject the whole consignment if the sample shows an unacceptably high percentage of faulty items. Unless otherwise stated Goods are inspected to an AQL of 1.5%

## 10 Damage or loss in transit

The Seller shall repair or replace, free of charge, Goods damaged or lost in transit provided the Buyer shall give the Seller written notification of such damage or loss within such time as will enable the Seller to comply with the Carrier's conditions of carriage, as affecting loss or damage in transit, or where delivery is made by the Seller's own transport within a reasonable time.

## 11 Care and returns of patterns, dies etc.

All pattern, dies, moulds or other tooling supplied by the Buyer or prepared or obtained by the Seller for and at the sole cost of the Buyer, shall be and remain the property of the Buyer. The Seller shall maintain such items in good order and condition and insure them against all risk whilst in his custody and on completion of the contract or as otherwise directed by the Buyer shall return them to the Buyer in good order and condition. Should the Seller fail so to return them the Buyer may either withhold payment until they are so returned or withhold such part of the payment due as may be required to replace them or to restore them to good order and condition, whichever may be the less expensive. The Seller may not use such items, nor shall he authorise or knowingly permit them to be used by anyone else, or in connection with, any purpose other than the supply of the goods to the Buyer unless such use is expressly authorised by the Buyer, previously and in writing. Any drawings, designs, etc. supplied by the Buyer shall remain the property of the Buyer and shall be kept confidential and returned forthwith on the Buyer's request.

## 12 Assignment and sub-contracting

- i) The Seller shall not without the consent in writing of the Buyer, assign or transfer the Contract or any part of it to any other person except as part of a Company amalgamation or reconstruction.
- ii) The Seller shall not without the consent in writing of the Buyer, sub-let the Contract or any part thereof, other than for materials, minor details or for any part of the Goods where the makers are named in the Order or the Specification, but this shall not prevent the Seller sub-letting part of the Contract on an agency basis to any Company which is a member of the group to which the Seller belongs. Any such consent or sub-contracting shall not relive the Seller of any of his obligations under the Contract.

## 13 Hazard to health

Any material or substance which represents a hazard to health must be clearly marked and securely packed. Notice must be given in writing by the Seller prior to Goods being delivered.

## 14 Law of the Contract

Unless otherwise agreed the Contract shall be subject to English law.