

Standard Conditions For Purchase

WI PUR 28

1. Official Form

No responsibility will be accepted for any order unless issued on our official order form duly and authoritatively signed and no variation of its terms will be binding upon us unless agreed to in writing signed by our duly authorised representative. Acceptance of our order by delivery of the goods or by performance of the services as ordered or by acknowledgement or otherwise shall be an unconditional acceptance of our Order. No terms and conditions of the supplier which are inconsistent with the terms and conditions set out herein will be capable of being incorporated into the contract and any attempt to incorporate such terms and conditions by the seller will have the effect of withdrawal of the offer and order. No alteration to price may be made without written consent. Where prices are still to be agreed at the time the order is placed quotations must be submitted and agreed and upon agreement of the price or the method of calculating the price the contract containing these conditions will be completed.

2. Delivery and Packing

All goods shall be delivered carriage paid to the address stated in our order and where no address is so stated to our principal trading premises and such delivery will be accompanied by a delivery note quoting our order number and full details of the consignment. Packing is to be supplied free of charge but if so requested will be returned at the suppliers risk and expense but no liability will be accepted by us for its condition. We shall not accept liability for any damage to or loss of goods in transit and the supplier will carry the risk in the goods until we have accepted delivery. All goods delivered are received as unexamined and are subject to inspection and rejection after delivery notwithstanding prior payment or signed delivery note of the supplier or his agent whether or not stating that the goods are received in a good and acceptable condition.

3. Access and Inspection

We shall at all reasonable times have access to the premises of the supplier or his sub-contractor (which the supplier shall ensure) for the purpose at our option of inspecting and testing the goods or part of them during or after manufacture and we may reject or require the making good of anything that does not conform with the Order or any plans, drawings, specifications or other documents supplied. Our liability to do this and any such inspection will not relieve the supplier of supplying goods in accordance with the contract or from his duty to supply goods fit for the purpose of which we require them and of merchantable quality.

4. Invoices

A separate invoice for each consignment quoting our order number must be received by us within four days of the despatch of goods.

5. Payment

Unless otherwise agreed by us in writing payment will be made by us at the end of the month which follows the month in which the goods were delivered in an acceptable condition.

6. Passing of Property

Property and risk in the goods shall pass to us on delivery whether in whole or in part and acceptance by us and receipt at the point of delivery specified on our order.

7. Rejection

We reserve the right to reject the goods or any part of them or the services which on inspection or in use whether by ourselves or other persons are found to be defective in quality of material, use, merchantability, construction, design or workmanship or which are not in accordance with our specification or the sellers obligations. We also reserve the right to refuse delivery of quantities in excess of those ordered. Goods rejected may at our option be returned to the supplier at the suppliers risk and expense but if not done so the seller will arrange immediate collection and whilst goods so rejected are on our premises we accept no liability for them and at our option may make a reasonable charge for the space which they take up on our premises.

8. Cancellation

The Order and contract may be cancelled by us either wholly or in part by notice either in writing or confirmed in writing by us without any liability whatsoever attaching to us for any direct or consequential loss or damage to the seller:-

i) If all or any of the goods or services shall not be delivered or performed in an acceptable condition by the date(s) specified or within the urgency

required or if no date or urgency is specified within a reasonable time from the date of our order.

ii) In the event of any stoppage at our premises due to fire, strikes or industrial action, act of God, breakdowns or any cause over which we have no control. (Alternatively we may postpone all deliveries and for them to be suspended until further notice by us). Should we cancel the contract for any reason other than under clause 8(ii) hereof or treat the contract as rescinded for any default by the supplier or for any other reason or if the seller shall break the contract or attempt to do so or show any intention of doing so then we reserve the right to claim against the supplier all damages and loss sustained by us whether direct or indirect as a result of the cancellation or rescission.

9. Indemnity

The supplier shall indemnify us against all damaged and loss to our property (including any materials, tools or patterns or drawings sent to the supplier for any purpose) and against any claims for loss or injury to any person or to the property of any person arising by reason of the suppliers negligence or default or breach of contract or any act or omission on the part of the supplier or his employees sub-contractors or agents in connection with the execution of the order.

10. Services

Where services or partly goods and partly services are provided then the suppliers responsibility for such services or goods and services shall continue for a reasonable time after their performance and or delivery.

11. Sale of Goods Act 1893 as Extended and Amended

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These conditions will be in addition to all rights and remedies which are given to us under the Sale of Goods Act 1893 as amended or extended.

12. Patents

The supplier shall indemnify us against all claims, costs and expenses resulting from any infringement of any letters patent registered trade mark or registered design or passing off action in any part of the world and that at our option either take over the defence of any action brought against us or finance and diligently assist us without cost to us in the defence thereof provided that each infringement does not arise from any designs, plans or specifications supplied by us.

13. Tools and Dies

Any tools and dies paid for by us either wholly or partly shall be our property and shall not be modified, disposed of, defaced, marked or damaged or encumbered or used in the production of goods for third parties without our prior written consent.

14. Law of Contract

The contract shall in all respects be construed and operate as an English Contract in conformity with English Law and Subject to jurisdiction of the English Courts.