

CONDITIONS OF PURCHASE

1. **DEFINITION AND FORM OF CONTRACT**

The following conditions apply to and are deemed to be incorporated in the contract (herein called 'the Order') for the supply of articles and/or for the provision of services (herein called 'the Goods' described in the Order to the Company (herein called the Buyer or the Purchaser). They exclude any terms and conditions proffered by the person, firm, or Company (herein called the 'Vendor') to whom the order is addressed unless the contrary is expressly and specifically agreed in writing by ourselves.

2. **VARIATIONS**

The Vendor's quotation shall be deemed a firm price unless it expressly provides to the contrary. No claim for extras or price variations shall be entertained unless the Buyer agrees in writing. No conditions submitted or referred to by the vendor when tendering shall form part of the contract unless agreed in writing. Verbal variations of the contract or specifications therein will not be recognised. The Buyer shall be entitled during the execution of the Contract by notice in writing to direct the Vendor to add to or omit from or vary the goods or services ordered, but no such direction shall be binding until both it and any amendment in the price are agreed in writing by both parties.

3. **ASSIGNMENT**

The Contract shall not be assigned by the Vendor nor sublet as a whole. The Vendor shall not sublet any part of the work without the Buyer's written consent, which shall not be unreasonably withheld: This restriction shall not however apply to sub-contractors for materials, minor details, or for any goods of which the maker's are named in the Contract.

4. **PURCHASE ORDER**

The Purchaser will be responsible for payment of goods only if ordered on its official Purchase Order Forms and the following conditions which are in addition to and without prejudice to the Purchaser's rights at Common Law or by Statute as Buyers, shall apply to all Orders placed by the Purchaser unless otherwise agreed in writing.

5. **ACCEPTANCE**

The Vendor shall confirm in writing his acceptance of the order within ten days of its date. Acceptance of this order entails the acceptance of the Conditions on which it is placed which shall be its substitution for the Vendor's conditions of sale, unless the contrary is expressly and specifically agreed in writing.

6. **PASSING OF PROPERTY**

Subject to the provisions of this Clause, property in goods shall pass to the Purchaser on delivery of goods. Such passing of property shall not prejudice the Purchaser's rights of rejection under Clause 7. The Goods shall remain at the Vendor's risk until delivery has actually taken place.

7. **REJECTION**

If the Order is not completed to the Purchaser's reasonable satisfaction or if within the period stated on the Order or within two months of delivery or within two weeks of any goods first being put into operation, whichever is the longer. It is found that the goods supplied do not conform to specification or sample or if the quality or design or materials and/or workmanship is not to the Purchaser's reasonable satisfaction, the Purchaser may without prejudice to any other right return the goods to the Vendor or Vendor's risk and expense and either determine the order or require the Vendor to replace such goods, notwithstanding that property may have passed to the Purchaser or payment may have been made.

8. **PRICES**

Unless expressly agreed otherwise in writing, all prices quoted by the Vendor to the principal client or his agent or the Buyer shall be firm for the period of the contract and not subject to fluctuations.

9. **INSPECTION**

It is an integral part of the order that any goods being supplied against the order will be available for inspection by the Purchaser, his Client, or any duly nominated representative to inspect any or all goods either work in progress or complete items at your premises at any time.

10. **PATENTS AND INDUSTRIAL PROPERTY**

The Vendor warrants that the goods, subject of the Order do not infringe any patent or registered design or trade mark or any other protected industrial property right and undertakes to indemnify the Buyer against all royalties or licence fees (to the extent not specifically provided for) and against all damages, losses or costs suffered by the Buyer in respect of any breach of this warranty. If it should come to the Buyer's knowledge that a claim may arise under this warranty the Buyer reserves the right to determine this order forthwith on written notice and without further liability.

11. **MATERIALS PROVIDED BY THE PURCHASER**

The vendor shall be fully responsible for any loss or damage to any free issue materials or to any Purchaser's materials or other property whilst in the Vendor's possession for any purpose connected with the order. Any wastage due to poor workmanship shall be replaced or credited at the Purchaser's discretion.

12. TERMINATION FOR BREACH OR BANKRUPTCY

If the Vendor is in breach of any obligation under this Contract or commits any act of bankruptcy or, being a Company, goes into liquidation then, notwithstanding any previous waiver, the Buyer shall be entitled to terminate this Contract by written notice without prejudice to any then existing rights or either party.

13. LEGAL CONSTRUCTION

These Conditions and the Order shall be governed by and construed in accordance with English Law.

14. STATUTORY REQUIREMENTS

It is a condition of the order that the goods supplied comply as to any statement in relation to them in all respects with the Trades Description Act 1968 and 1972 and Regulations made thereunder and conform in all relevant respects with the requirements of the Health and Safety at work etc. Act 1974 and Associated Legislation.

15. ARBITRATION

Any dispute arising out of or in connection with this contract shall be governed by English Law and shall be submitted to Arbitration by a person agreed by both parties or nominated by a precedent for the time being or an appropriate body associated with this area of operation in accordance with and subject to provisions of the Arbitrations Act 1950 or as amended.

16. SPECIAL TOOLS, JIGS OR FIXTURES

Any tools, jigs or fixtures that are required for the execution of, and made specially for, the order become the property of the Purchaser on completion of the order, unless specifically agreed otherwise by the Purchaser in writing.

17. DRAWINGS

All plans, drawings and specifications and patterns relating to the goods which are delivered by the Purchaser to the Vendor shall remain the property of the Purchaser and forthwith, upon completion of the order shall be returned to the Purchaser in good condition. No such plan, drawing, specification or pattern shall be shown or its contents disclosed to any other person, nor shall it be copied or used for any purpose other than the completion of this order. It is the Vendor's responsibility to ensure that the plan, drawing or specification is of the latest issue and not superseded and failure to do so may result in incorrect goods, or services being supplied and rejected in toto. All plans, drawings and specifications relating to the goods that are subject of any order are subjected to copyright, being the property of the Purchaser and the said plans, drawing and specifications shall not be used for any other purpose than for the execution of the order.

18. DEVELOPMENT WORK

The Vendor shall not sell to anyone other than the Purchaser goods developed solely for the benefit of and under the direction of the Purchaser unless a separate marketing agreement is formally concluded with the Purchaser.

19. CERTIFICATION

GOODS supplied against this ORDER must be covered by one or more of the following as required:-

- a) Pressure Test Certificate
- b) Material Analysis Certificate, showing actual Chemical and Mechanical properties of material used.
- c) Material CAST number must be quoted, with order number on all delivery, advice notes and invoices.
- d) Letter of Conformity.
- e) Letter of Guarantee.
- f) Certificate of Inspection.

The appropriate document/s must accompany every delivery made or the goods may be rejected in full.

20. PAYMENT

Payment will be made 60 days from end of month of invoice unless otherwise agreed with a director.

As from 1/8/02 payment terms are 90 days from end of month. These payment terms are specifically agreed by the Vendor to take precedence over the EU directive 2000/35/EC as revised or similar. It is agreed that no charges or penalties, including interest or the like, will be made by the vendor in relation to late payment by the company. By commencing work, providing a service or supplying under this purchase order the vendor is accepting these payment terms.