

CONDITIONS OF PURCHASE

1. DEFINITIONS

(i) The term 'Purchase Order' shall mean Buyer's Purchase Order which specifies that these conditions apply to it. We will not be liable for any goods supplied or work confirmed by the issue of such a Purchase Order.

(ii) The Contract shall mean the contract between the Buyer and the Seller consisting of the Purchase Order, these Conditions and other documents (or parts thereof) specified in the Purchased Order.

2. DELIVERY DATE

Failure by the Seller to adhere to any provision as to time contained in this Order shall entitle the Buyer at its option to cancel the Order or any part thereof.

3. ACCEPTANCE

(i) Without prejudice to any rights under the Contract the Buyer reserves the right to reject any goods supplied or work carried out which do not conform to the specifications shown on the Order. Where no specifications are mentioned, the Buyer reserves the right to reject any goods or work which are not to the Buyer's satisfaction and any goods or work so rejected shall lie at the Seller's risk and expense.

(ii) Goods or materials supplied in excess of quantities ordered may be liable at the Buyer's discretion to be returned at Seller's risk and expense.

4. VARIATIONS

No variation to or qualification of this Order or these Conditions of Order whether in Seller's conditions of sale or supply or otherwise shall be effective or permitted unless accepted in writing and signed by a representative of the Buyer.

5. PRICES

In respect of goods other than those quoted on a fixed price basis, any increase in price between the date of this Order and that of delivery shall be limited to the direct increase due to awards and/or variation in the basic price of material costs and that the price shall be correspondingly reduced if decreases in the above-mentioned costs occur. All claims for increases shall always be accompanied by a certified statement of the variations conditioning the claim.

6. CARRIAGE AND PACKAGING

All goods must be delivered free of all transport charges, suitably packed to ensure protection and consigned carriage paid to our works. No boxing or containers or packing materials of any description will be paid for, but due care will be taken to return these at Seller's expense if we are so requested.

7. PASSING OF PROPERTY

Subject to the provisions of Clause 8 hereof, the property and risk in the goods shall pass to the Buyer on delivery at the Buyer's works without prejudice to any right of rejection. The Seller shall be responsible for transport and unloading costs and insurance of goods to their full value against all risk of damage or loss prior to completion of delivery.

8. FREE ISSUE MATERIALS

Where the Buyer, for the purpose of the Contract, issues materials free of charge to the Seller, such materials shall be and remain the property of the Buyer. The Seller shall use such materials solely in connection with the Contract, and shall maintain all such materials in good order and condition and ensure them against all risks while in his custody and shall return them to the Buyer carriage paid as and when requested.

9. PROGRESS AND INSPECTION

(i) The Seller shall grant access to the Buyer's inspector or representative at all reasonable times to inspect material being supplied to the Contract. Any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Seller from any obligation under the Contract.

(ii) Where required by the terms of the Order, a certificate of analysis/test and/or conformity shall be provided by the Seller.

10. HEALTH AND SAFETY AT WORK ACT 1974

The Seller hereby warrants to the Buyer that:-

(a) It has ensured that the goods/works are so designed and constructed as to be safe and without risks to health when properly used.

(b) It has carried out such testing and examination of the goods/works as may be necessary for the performance of the duty imposed on the Seller by the preceding paragraph and that it will when supplying the goods/works provide a certificate of testing carried out, where so required by the Buyer.

(c) It will make available adequate information about the use of goods and about any conditions necessary to ensure that, when put to that use, they will be safe and without risk to health and with respect to Section 6 (8) of the Act relating to the interface between parties it will clearly define any specified steps that have to be taken to ensure that the requirements of the Act are met.

The Seller shall hold the Buyer fully indemnified against any liability by reason of any loss, damage or expense arising from prosecution, death, injury, loss or damage resulting from the operator/use of the goods/works whether by the Buyer or any of its customers or their employees, servants or agents resulting from any breach of the warranties referred to herein.

11. THE INDEMNITY

The Seller shall keep the Buyer fully and effectively indemnified against:-

(i) Any claims for infringement of any Letters Patent of Registered Design Copyright Trademark or Tradename arising out of the use or sale by the Buyer of the goods or services supplied (save where the same shall have been manufactured in accordance with specifications or designs supplied by the Buyers), and against all costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in such action.

(ii) Any loss claim or cost incurred at Common Law or by Statute arising out of the death of or injury to any person (including any employee of the Buyer or Seller or their respective Agents Suppliers or Sub-contractors) or loss or damage to any property (including property of the Buyer) resulting from faulty design or materials (other than design and materials furnished by the Buyer) bad workmanship or any act or omission on the part of the Seller or his Sub-contractor.

12. CONDITIONS

The execution of this Order or any part thereof, is deemed to be on your part an acceptance of and an undertaking to comply with these Terms and Conditions of Order unless our specific written agreement has been obtained to any modification.

13. LAW

Unless otherwise agreed in writing, the Law of England shall govern this Contract.

These Conditions are additional to and not in derogation from the Buyer's rights under Statute or at Common Law.