

TERMS & CONDITIONS

The following Conditions apply to and are deemed to be incorporated in the contract for the supply to and the purchase by the Company of the articles or things or any of them (herein called the "Goods") described in the Order (therein called the "Order") set out overleaf. They exclude any Terms and Conditions proffered by the person, form or company (herein called the "Vendor") to whom the order is addressed unless the contrary is expressly and specifically agreed in writing by the Company.

1. **PURCHASE ORDER** – The Company will be responsible for payment of Goods only if ordered on their official Purchase Order Forms and the following conditions which are in addition to and without prejudice to the Company's right at Common Law or by Status as buyers, shall apply to all Orders placed by the Company unless otherwise agreed in writing by the Company.
2. **DELIVERY** – The Goods, properly packed and secured, shall be delivered by the Vendor at the times(s) and the places(s) and in the manner specified in the Order. An Advice Note shall be sent by the Vendor to the Address to which the Goods are sent the same day as the Goods are despatched, stating order number and how such Goods were addressed and despatched.

Where a date is specified overleaf for the despatch or delivery of goods, time shall be of the essence. The Vendor shall forthwith notify such specified date, and the Vendor, shall at his own expense, and without prejudice to any other rights the Company may have, forthwith take any steps the Company requires him to take, in order to minimise possible loss, delay or inconvenience to the Company.
3. **VARIATIONS** – Neither the Company nor the Vendor shall be bound by any variation to the Order except as agreed by both parties and confirmed by an Amendment to Order.
4. **ACCEPTANCE** – The Vendor shall confirm in writing his acceptance of the Order within 10 days of its date. Acceptance of this Order entails the acceptance of the conditions upon which it is placed which shall be in substitution of the Vendor's Condition of Sale.
5. **STORAGE** – If, for any reason, the Company is unable to accept delivery of the Goods at time specified in the Order, the Vendor shall store the Goods and take all reasonable steps to prevent their deterioration until their delivery. The Company shall reimburse the Vendor for the reasonable costs (including insurance, unless otherwise agreed in writing by the Company) of such storage.
6. **PASSING OF PROPERTY** – Subject to the provisions of this Clause, the property in the Goods Ordered shall pass to the Company on the delivery of the Goods. Such passing of property shall not prejudice the Company's right to rejection under Clause 7. The Goods shall remain the Vendors risk until delivery has actually taken place.
7. **REJECTION** – If within 60 days of delivery of such other time as the Order may state it is found that the goods supplied do not conform to specification or sample or if the quality or design of materials and/or workmanship is not to the Company's reasonable satisfaction the Company may without prejudice to any right return the Goods to the Vendor at the Vendors risk and expense and either determine the Order or require the Vendor to replace such goods.
8. **BREAK** – If, owing to causes beyond the Company's control the whole of any part of the Goods are in the Company's opinion no longer required, the Company may cancel the Order in whole or in part in respect of any goods undelivered. In such event the Company shall have the option of taking delivery of any Goods which are wholly or partially manufactured or of compensating the Vendor on terms to be agreed.
9. **PAYMENT** - Unless otherwise specified, payment for the Goods shall normally be made by the end of the month following the month of invoice.
10. **GUARANTEE** – If within 12 months (or such other period as may be agreed) after delivery, the Company gives written notice to the Vendor of any defect in the Goods arising, under proper use, from faulty design (other than a design specified by the company for which the Vendor has disclaimed responsibility in writing) materials or workmanship, the Vendor at his own cost shall immediately and without prejudice to any other right to the Company replace or repair the defective goods.
11. **GIFTS** – The Vendor shall not pay any commission or fees, or grant any rebates to any employee or officer of the Company or of its parent or affiliates or subsidiaries, nor favour such persons with gifts or entertainment of significant cost or value, nor enter into any business arrangements with such persons other than as representative of the Company and with the Company's prior written approval.
12. **PATENTS** – In accepting the Company's Order the Vendor warrants that the subject matter thereof does not infringe any Patent or Registered Design Trade Mark and undertakes to indemnify the Company against all damages, losses or costs suffered by the Company in respect of any breach of such warranty. Should the Company receive any notification that the subject matter of the Order infringes any Patent or Registered Design or Trade Mark, the Company reserves the right to cancel the order forthwith.
13. **MATERIALS PROVIDED BY THE COMPANY** – The Vendor shall be fully responsible for any loss or damage to any of the Company's materials or other property whilst in the Vendor's possession for any purpose connected with the Order.
14. **ASSIGNMENT** – Unless otherwise agreed by the Company in writing, the Vendor shall not assign its obligations under the Order.
15. **CONFIDENTIALITY** – The Vendor agrees that all dealings with any information obtained directly or otherwise from the purchaser shall be deemed to be confidential and, unless with the prior written permission of the Company or the authority of a valid, final court order, shall not be disclosed to others except as shall be necessary for the proper execution of this contract. All drawings, designs and other materials delivered by the Company (any copies thereof, including copies made by the Vendor), shall be re-delivered to the Company whenever they have served their purpose, and in any event not later than one month after completion of the contract and no use of such materials shall be made other than for the fulfilment of the contract.
16. **BANKRUPTCY** – The Company may cancel the Order forthwith, if the Vendor becomes bankrupt or makes any arrangement with his creditors or being a company goes into liquidation either voluntarily or compulsory.
17. **LEGAL CONSTRUCTION** – These Conditions and the Order shall be governed by and construed in accordance with English Law.
18. **TRADE DESCRIPTION ACT** – 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 Trade Description Act 1968 and any regulations made under it.