

STANDARD CONDITIONS OF PURCHASE

- 1. ORDERS.** We shall only be bound by such orders as are:
 - (i) made or confirmed by us in writing
 - (ii) accepted by you within SEVEN days of the date of the order.
- 2. VARIATION.** We shall not recognise any alteration or variation of this order or of these Conditions unless authorised by us in writing
- 3. QUALITY and DESCRIPTION.** Subject to Clauses 7 and 8 the goods shall:
 - (i) conform as to quantity, quality and description with the particulars stated in the order;
 - (ii) be of sound materials and workmanship;
 - (iii) be equal in all respect to the samples, patterns, or specification provided or given by either party;
 - (iv) be capable of any standard of performance specified in the order;
 - (v) if the purpose for which they are required is indicated in the order either expressly or by implication, be fit for that purpose.
- 4. INSPECTION.** Before delivery of the goods they are to be inspected and tested by you for compliance with specification and you will, if requested by us, give us reasonable notice of such tests and we shall be entitled to be represented at them and if it shall then appear to us that the goods do not comply with the order and we shall notify you of this in writing, you will take such steps as may be necessary to ensure such compliance.
- 5. DELIVERY.** Delivery of the goods, so packed as to reach their destination in good condition, shall be given to us at the place named in this order. No responsibility can be accepted or payment made in respect of packing cases containers and packing materials but we shall endeavour to return them. Our checking of quantities and weights received shall be considered final, even though any deficiency shall not be notified promptly.
- 6. TIME.** The goods are to be delivered by you at the dates and/or the rates specified in the order and if the goods or any portion of them are not so delivered we shall be entitled to determine the contract in respect of the goods undelivered and of any other goods already delivered under the contract which cannot be effectively and commercially used by reason of the non-delivery of the goods undelivered as aforesaid in which latter event we shall be entitled to return such goods to you at your risk and expense and recover from you the moneys paid by us for them.
- 7. REJECTION.** We shall have the right to reject to you at your risk and expense any goods delivered otherwise than in accordance with the contract or if you fail to comply with your obligation under Clause 4 hereof in which case you will within a reasonable time replace such rejected goods with goods which are in all respects in accordance with the contract and any money paid by us to you in respect of any rejected goods not replaced by you within a reasonable time together with any additional expenditure over and above the contract price reasonably incurred by us in obtaining other goods in replacement shall forthwith be paid by you to us.
- 8. GUARANTEE.** If within one year after delivery we shall give you notice in writing of any defect in the goods which shall arise under proper use from faulty design (other than a design made furnished or specified by us), materials or workmanship, then you are with all possible speed to replace or repair the goods without expense to us so as to remedy the defects for which purpose we shall return the defective goods to you at your risk and expense.
- 9. DAMAGE OR LOSS IN TRANSIT.** You are to repair or replace, free of charge, goods damaged or lost in transit provided we shall give you written notice of such damage or loss within such time as will enable you to comply with the carrier's conditions of carriage, as affecting loss or damage in transit, or where delivery is made by your own transport, within a reasonable time.
- 10. PRICE.** No deliveries of goods shall be made at a price higher than that stated in the order.
- 11. PATTERNS, DIES, DRAWINGS, AND SAMPLES.** All patterns, dies, moulds, or other tooling supplied by us or prepared or obtained by you for and at our cost, and all drawings and samples supplied by us, shall be and remain our property. While in your custody they are to be maintained in good order and condition and insured against all risks, and on completion of the contract or as otherwise directed by us, you are forthwith to return them to us in good order and condition or compensate us for any loss. All such items, and all information supplied by us, are strictly confidential and are not to be copied shown or passed to third parties and you are not to use such items or information, nor shall you authorise or knowingly permit the same to be used by anyone else, for, or in connection with, any purpose other than the supply of the goods to us nor will you manufacture sell or otherwise dispose of goods or any parts thereof identical with those ordered by us, or substantially identifiable therewith to any other person firm or body corporate without our written consent.
- 12. PATENTS.** You are fully to indemnify us against any action, claim, demand, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, registered design, trade mark or trade name protected in the United Kingdom by the use or sale of the goods and against all costs and damages which we may incur in any action for such infringement or which we may become liable in any such action.
- 13. ARBITRATION.** All disputes, differences, or questions at any time arising between the parties as to the construction of the contract or as to any matter or thing arising out of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The arbitration shall be in accordance with the Arbitration Act 1950.
- 14. GOVERNING LAW.** The construction, validity and performance of the contract shall be governed in all respects by English Law.