

**1. General**

1.1 These conditions of purchase apply to all contracts between us and the Seller. Despatch or delivery of the goods by the Seller to us shall be deemed conclusive evidence of the Seller's acceptance of these conditions which shall apply in place of, and prevail over, any items and conditions offered by the Seller. In particular, we will not be bound by any standard or printed terms furnished by the Seller in any of its documents unless the Seller specifically states, in writing, separately from those terms, that it intends those terms to supply and we acknowledge that notification in writing.

1.2 We shall not be responsible of any order unless issued on our official order form, with our official order number and signed by a duly authorised person on our behalf.

1.3 Nothing in these conditions shall deprive us of our rights under common law or statute law.

1.4 The Seller warrants that the contract and the goods comply in all respects with UK Government legislation and regulations.

**2. Prices**

2.1 The price shall be the price set out overleaf.

2.2 The prices stated shall not be exceeded unless otherwise agreed in writing, and any previously agreed discount shall be applied.

**3. Payment**

3.1 Payment for goods will normally be made at the end of the month following the month in which the goods are received.

3.2 All invoices for the goods must be received at the address shown on the order, giving the full order reference number.

**4. Packaging**

4.1 Unless otherwise agreed in writing all goods must be securely packed free of charge and in such manner as to reach us in good condition.

4.2 The Seller must fully and accurately describe the goods in all delivery notes.

4.3 The Seller must submit with the goods full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the goods and which can make them unsafe.

4.4 We will not accept any change in respect of packing cases and other packing materials and will not be responsible for returning or for the cost of returning any packing cases and materials.

**5. Delivery**

5.1 The time stipulated for delivery shall be of the essence

5.2 We reserve the right to refuse delivery of any part of the goods if they are supplied before the time specified. If this right is exercised all charges which result must be the responsibility of the Seller.

5.3 The goods must be delivered carriage paid to the address as instructed by us on the order.

5.4 Delivery of goods is deemed to include off loading and placement to our reasonable instructions.

**6. Non-delivery**

6.1 If the Seller does not deliver the goods, or any part of them, within the time specified in the contract, we shall be entitled to terminate the contract, purchase other goods of the same or similar description and recover from the Seller the amount by which the cost of purchasing other goods exceeds the price of the goods replaced by the purchase, without prejudice to any other remedy for breach of contract.

6.2 The Seller must, upon receiving notice from us to that effect, repair or replace free of charge goods damaged in transit and delivery shall not be deemed to have taken place until replacement and repaired goods have been delivered by the Seller to us. We reserve the right to hold damaged goods at the Seller's risk or to return them at the Seller's risk and expense.

**7. Excess quantities**

Any goods delivered in excess of the amount stated in the order and not accepted by us, must remain the responsibility and the risk of the Seller and must be removed by the Seller at its own expense.

**8. Warranty and indemnity**

8.1 In addition to all other warranties given in accordance with the contract for sale or implied by law, the Seller guarantees:

8.1.1 that the goods will at the time of delivery correspond to the description given by the Seller; and

8.1.2 that the goods are of merchantable quality and fit for the purpose for which the goods are intended; and

8.1.3 that the goods have been manufactured, stored, tested and packed in accordance with all British Standards applicable to them.

8.2 All representations, statements or warranties made or given to the Seller, its employees or agents (whether orally or in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the goods shall be deemed to be an express condition of the contract for sale.

8.3 The Seller must indemnify us against all claims, costs expense, loss or damage whether direct, consequential or economic which we may suffer, however arising, from the Seller's breach of any of its obligations under this contract for sale.

**9. Rejection of goods**

9.1 The goods must be in every respect equal to description or samples supplied and to specification and to previous supplies (if any) and shall be subject to our inspection and approval within a reasonable time after delivery.

9.2 If the goods are not equal to the specification then we may reject the same on written notice to the Seller, in which case the goods must be held at the risk of the Seller and returnable at the expense of the Seller.

9.3 Any acceptance of the goods by us shall be without prejudice to any rights that we may have against the Seller.

9.4 The Seller agrees to permit us to return any goods which are not in accordance with the contract notwithstanding that the goods may already have been accepted by us.

**10. Industrial property**

10.1 Except where specification and design of the goods have been provided by us, the Seller guarantees that the sale or use of the goods will not infringe any patent, trade mark, trade name, registered design or other industrial property right and must indemnify us against all actions, costs, claims, demands and expense arising out of or resulting from any actual or alleged infringement and must at its own expense defend or assist in the defence of any action which may be brought.

10.2 Where specification and design of the goods have been provided by us:

10.2.1 the copyright, design right, and other industrial property in the goods, must remain our property;

10.2.2 the Seller agrees not to sell the goods to any person, firm or company except against our order or with our permission in writing

10.2.3 The Seller further undertakes not to manufacture quantity in excess of the order for the purpose of the sale

10.2.4 The drawings and/or specifications or patterns will remain our property and must be returned by the Seller to us on demand and the Seller must not keep any copies.

**11. Amendment to specification**

The Seller must not alter or amend in any way the size of the goods or the specification without our prior approval in writing and all dimensions furnished to us shall be deemed to be certified and accurate.

**12. Assignment**

The Seller must not assign the whole or part of the contract without our written consent.

**13. Title of goods**

Title of goods shall pass to us when the goods are delivered to us at the delivery address stipulated on the order until delivery is made, the goods remain at the Seller's risk in all respects.

**14. Obsolescence and spare parts**

It must be the Seller's responsibility to notify us if the goods, or part of them, are scheduled to become obsolete within 12 months of the date of delivery. Notwithstanding any obsolescence the Seller warrants to provide at a fair price, to be agreed between the Seller and ourselves, spare parts for a period of 5 years or such length of period as may be prescribed by any proper Government or other authority after the date of delivery.

**15. Publicity**

The order, and all relevant details must be treated as confidential and must not be disclosed to any third party, nor used for publicity/promotional purposes, without our consent in writing.

**16. Law**

These conditions and contract of which they form part shall be governed by and construed in accordance with English law and the Seller submits to the jurisdiction of the English courts.

**17. Force Majeure**

Neither party shall be liable to the other for any failure to fulfil obligations under the contract is such a failure is caused by circumstances beyond the party's reasonable control including (but not limited to) an act of God, war, riot, strike, lockout, trade dispute or labour disturbances, accident, breakdown of plant or machinery, fire, flood, storm. In the event of failure the affected party must notify the other party as promptly as possible and in any case within 7 days of the occurrence.