

STANDARD CONDITIONS OF PURCHASE

1 APPLICATION OF CONDITIONS

(a) These standard conditions, the Special conditions overleaf and the additional conditions attached hereto (if any) constitute the entire agreement between the parties to the exclusion of all other terms, conditions and warranties, whatsoever.

(b) This Agreement shall not be varied save by written agreement between the Buyer and the Seller, signed by the duly authorised officers of the respective parties. The signing by the Seller of the Buyer's documentation shall not imply any modification of these terms.

2 ORDERS

Orders are subject to withdrawal at any time before receipt of an unqualified acceptance of order from the Seller.

3. DELIVERY

(a) The Seller shall deliver the good to the Buyer's works stipulated in the Special Conditions. Delivery shall be deemed to have taken place when the goods arrived at the Buyer's works and have been unloaded from the vehicle transporting the goods.

(b) The goods shall be delivered in suitable protective packaging.

(c) Time of delivery, as stated in the Special Conditions, is of the essence and the Buyer shall be entitled, without prejudice to and in addition to all other rights of the Buyer to cancel the contract in respect of the undelivered balance in the event of failure by the Seller to make delivery within 3 days of the delivery date specified in the Special Conditions overleaf.

(d) Any returnable receptacles, containers of packaging etc shall be collected by the Seller from the Buyer's works and returned to the Seller's works at its own risk and expense.

(e) Acceptance of delivery does not indicate acceptance of the goods. The goods are received by the Buyer on delivery unexamined and are subject to inspection after delivery.

4. PRICE

(a) The sale price stated in the Special Conditions shall include packaging and delivery.

(b) The Seller may not increase the sale price at any time during the period of the contract without the written agreement of the Buyer

(c) If, at any time during the period of the contract the seller quotes or charges lower prices for similar goods to customers who purchase comparable quantities to the Buyer then that price as so quoted will have effect for all goods invoiced after the date of such a quotation or charge and the Seller shall notify the Buyer of the price decrease.

5. PAYMENT

(a) Unless otherwise stated in the Special Conditions, payment for the goods shall be made by the end of the month following the date of delivery or the relevant invoice whichever is the later.

(b) No interest shall be payable on accounts overdue for less than 60 days.

6. TITLE AND RISK

Title to and risk in the goods shall pass to the Buyer on delivery.

7. CONDITIONS AND WARRANTIES

(a) In the event of the Buyer receiving defective goods the Buyer shall as soon as reasonably practicable after delivery and in the case of latent defects as soon as reasonably practicable after discovery of such latent defect, notify the Seller thereof. The Seller shall then collect the defective goods from the Buyer and at the option of the Buyer either replace the goods or reimburse the Buyer with the contract value thereof.

(b) If the Seller is unable to produce goods which are not defective the Buyer may cancel the contract in respect of the undelivered balance.

(c) In the event of the Buyer receiving a shortage or excess of goods it shall notify the Seller of such shortage or excess. If the Buyer has received a shortage of the goods the Seller will at the Buyer's option deliver forthwith a sufficient quantity of the goods to make up the shortfall or reimburse the Buyer with the contract value thereof. If the Buyer has received an excess of the goods the Seller shall forthwith collect such excess thereof.

(d) If the goods are lost or damaged in transit the Buyer shall notify the Seller of such loss or damage and the Seller shall, at the option of the Buyer, either replace the lost or damaged goods or reimburse the Buyer with the contract value thereof.

(e) The Seller warrants that the use or sale of the goods shall not infringe any letters patent, registered design, trade mark or trade name.

8. ENTRY ONTO THE BUYER'S PREMISES

In the event that for any reason it is necessary for any employee of the Seller or any person acting on behalf of the Seller or under contract with the Seller to enter the Buyer's works or any other premises of the Buyer they shall do so at their own risk.

9. QUALITY ASSURANCE

(a) The seller is obliged to provide the items described herein in accordance with the scope of approval of any formally held certificates of registration - BS EN ISO 14001, BS EN ISO 9000 etc.

(b) The buyer reserves the right to conduct system, service or product audits at the seller's premises. Reasonable notification of any audit to be performed will be given by the buyer.

10. DOCUMENTS

Any documents provided to the seller by the buyer for the purposes of this contract remain the property of the Buyer and shall be returned with all copies thereof on delivery of the goods. The Seller shall make no use whatsoever of the same save for the purposes of this contract and shall keep the contents of the same strictly confidential.

11. INDEMNITY

The Seller shall full indemnify the Buyer if the use or sale of the goods involves:

(a) The infringement of any letters patent, registered trade mark or trade name or any other rights of third parties.

(b) The breach of any enactment or of any binding legislation made under any enactment:

(c) Any injury or material damage to the Buyer or to any third party to whom the Buyer may be liable whether such injury or damage was due to the negligence of the Seller or otherwise provided that the Seller shall not incur any liability for injury or damage suffered by any third party directly caused by the negligence of the Buyer.

12. TERMINATION

(a) Either party may immediately terminate this contract or suspend future deliveries if the other becomes bankrupt or makes an assignment agreement or composition with its creditors or suffers distress or process of execution to be levied on its property or goes into liquidation either compulsory or voluntarily (except for the purpose of reconstruction or amalgamation). Similar rights are reserved to the parties if it appears to either party that it is probable or likely that any of the above events will occur.

(b) Without prejudice to any other rights or remedies under this contract either party may terminate this contract or suspend future deliveries if the other fails to comply with any of its obligations hereunder and such failure has not been remedied within thirty days of notification from the other of such breach.

(c) In the event of the Buyer terminating this contract as the result of a breach of any term of this contract or in the event of the Seller terminating this contract for reasons other than those resulting from a breach of this contract by the Buyer, the Seller shall be liable to the Buyer for any costs or charges incurred by the Buyer by reason of such termination together with all costs incurred by the Buyer up to the date thereof and any difference between the contract prices set out overleaf and the price at which the buyer is able to purchase the goods elsewhere.

13. SET-OFF

The Buyer may set-off from the contract price any sum due to it by the Seller or by any holding subsidiary or associated company of the Seller.

14. TAXES AND DUTIES

All taxes and duties incurred by reason of the export of the goods from any country outside the UK and all import duties, sales taxes and any other duties, taxes, levies or impositions whatever shall be borne by the Seller unless specifically stated to the contrary in the Special Conditions.

15. NOTICES

(a) Any notice of other document to be given under this Agreement shall be in writing and shall be deemed to be given if sent by (a) first class post or air mail or express or other fast post or service, or (b) registered post, or (c) the recorded delivery service, or (d) full rate cable or telegram, or (e) telex, or left at the address of the addressee hereinbefore set out (or such address as the addressee shall by notice have substituted therefore) and shall be deemed to have been given when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

(b) In providing the giving of a notice it shall be sufficient to prove that the notice was properly addressed and posted or that the applicable means of telecommunication was properly addressed and despatched (as the case may be).

16. FORCE MAJEURE

The Buyer may suspend taking deliveries in the event of any circumstances whatsoever beyond the Buyer's control or the aftermath of such circumstances affecting the Buyer or any customer of the Buyer to whom the Buyer has previously contracted to resell the goods such circumstances beyond the Buyer's control shall include (but not be limited thereto) war, riot, strike or lockout, trade dispute, act of God, storm, fire, earthquake, explosion, flood, confiscation action of any government or governmental agency or shortage of materials of goods. If such circumstances endures for more than 60 days the Buyer may cancel the contract.

17. GOVERNING LAW

This contract shall be construed and governed in all respects in accordance with English Law and the Buyer hereby submits to the jurisdiction of the High Court of Justice in England.