

We hereby order the goods and services specified overleaf from the person or company named overleaf called "the Supplier" on the terms and conditions set out overleaf (called "the Contract Terms"). We hereby give notice that this Order is given on the basis that, notwithstanding any documents or statement by any person acting or purporting to act on our behalf, we shall not be bound by any terms other than the Contract Terms unless such other terms are expressly agreed by us in writing in a document signed either by the person signing overleaf or by one of our Directors. Any reference overleaf to the Suppliers Tender Quotation Specification or like document shall have effect to the exclusion or amendment of the Contract Terms.

## TERMS AND CONDITIONS

### VALIDITY

- 1.1 We shall not be bound to accept or pay for any goods or services unless they are specified in one of our Purchase Orders.
- 1.2 No goods supplied, produced or work done in excess of the quantity specified overleaf will be paid for unless we notify the Supplier in writing prior to delivery of our intention to accept the same. Any excess goods delivered which are not accepted by us will remain on our premises at the Supplier's own risk and expense we may at any time return the same to the Supplier at such risk, and expense.

### GUARANTEE

- 2.1 Without prejudice to our rights under any condition warranty or other term to be implied by statute or by Common Law or under any term of the Contract the Supplier shall indemnify us against any liability claim proceedings loss or damage (including but not limited to any liability or loss incurred by us resulting from the stopping of or interference with building or engineering works or with the production or manufacture or supply of any goods or services by persons to whom we supply goods or services) caused by any defect in any goods supplied or work done by the Supplier, or arising out of or caused by and breached by the Supplier of the Contract terms. In connection with any such liability claim proceedings loss or damage the Supplier shall provide all such facilities assistance or advice as we may request for the purpose of contesting the same and further shall, if so requested by us, accept as final and binding the decision of any Court in relation to the same.
- 2.2 Without prejudice to the generality of the foregoing the Supplier warrants that goods and parts of goods not of our design do not infringe any patent trade mark, registered design or any other like protection or the provisions of any statute, statutory instrument or regulation for the time being in force.
- 2.3 The Supplier consents to our transferring or making over our rights to any other person for whom we carry out building or engineering works or to whom we sell hire or dispose of any goods supplied by the Supplier (whether by themselves or together with other goods supplied to us or our other suppliers) to the intent that the provisions of this cause may be enforced against the Supplier not only by us but also by that other person and any person claiming through that other person.

### PAYMENT

- 3.1 Payment will be made against invoice. Accounts will be settled 45 days from the end of the month in which the invoice is dated unless otherwise agreed in writing. Invoice must be received no later than the eight of the following month; thereafter payment will be delayed for a further 30 days.
- 3.2 If at any time prior to the completion of the Contract there is reduction in the price of materials, labour transport customs and other duties or in any other overheads of the Supplier by comparison with those ruling at the date of the Purchase Order or if the Supplier quotes for or supplies to any other person goods or services similar to those specified overleaf on terms which are more favourable to that person (whether by way of price, credit, discount, rebate or otherwise) than those applicable to this Contract, then and in either case we shall forthwith become entitled to a corresponding reduction in the price of any goods supplied or services performed thereafter under this Contract and where the more favourable terms quoted or given to some other person and aforesaid provide for any credit, under this Contract and where the more favourable terms quoted or given to some other person as aforesaid provide and credit, discount, rebate or similar financial advantage the price of the goods or services under this Contract shall be reduced by such amount as shall give us a benefit equivalent to such credit, discount, rebate or advantage.

### CARRIAGE & DELIVERY

- 4.1 All goods are to be delivered carriage paid to the address for delivery specified overleaf during normal working hours and until delivery to such address and to be at the Supplier's risk in all respects. Unless we expressly agree otherwise in writing containers and packing are to be supplied free but will be returned if required, at the Supplier's risk and expense.
- 4.2 Where it is stated overleaf that delivery is to be by instalments that unless particulars of the instalments are set out overleaf the Supplier must apply to our Head Office for particulars of the said instalments.
- 4.3 All goods shall be accompanied by a detailed Delivery Note stating that Purchase Order number giving full particulars (including the description of the article) or the goods supplied.
- 4.4 Except where the price has not been agreed at the date of despatch (in which case an invoice must be sent as soon as the price has been agreed) an invoice stating the Purchase Order number, full description of the article and Delivery Note number must be sent to us.
- 4.5 Time is of the essence of the Contract and we shall be entitled to cancel or vary the whole or any part of the Contract if the goods or any of them are not delivered or the services are not completed within the specified period whether such non-delivery or non-completion be due to strikes, accidents or any other cause whatsoever.

### SAMPLES & INSPECTION ETC

- 5.1 If required by us, The Supplier will submit samples for our approval and the bulk of the work shall not be started until we have communicated our approval in writing. We will retain the samples until the work is done or the whole of the goods delivered.
- 5.2 Any person authorised by us shall at times, if and when desired by us, be admitted by the Supplier to any works, warehouses or other premises under the Supplier's control to inspect any materials procured for the manufacture of the goods or the process of the manufacture carried out by the Supplier or the completed goods themselves before despatch and shall be entitled to remove samples of material and by us bring the goods up to specification the Supplier's shall carry out the same immediately.
- 5.3 Without prejudice to any other rights or remedies passed by us, we shall be entitled to reject any goods delivered to us if the same are not to our satisfaction or do not comply exactly with any drawings specification or instructions supplied or given with any samples produced by the Supplier or if the Supplier is in breach of the Contract terms provided we send or deliver a notice of rejection to the Supplier's place of business within 60 days after delivery of the goods to us. Rejected goods will be returned by us to the Supplier at the Supplier's own risk and expense.
- 5.4 All drawings, specifications, patterns, tools, free issue materials and other documents or things supplied by us shall, unless agreed in writing, remain our property and shall be returned to us immediately on request and they and the terms of this Contract shall be treated by the Supplier as confidential and shall not be communicated to any other person nor used by the Supplier for any other purpose other than in connection with this Contract.

### TERMINATION ETC

- 6.1 In the event of strikes, accidents or other unforeseen contingencies causing stoppage or delay in our production, we shall be entitled to cancel extend vary or suspend the Contract pr part of it.
- 6.2 When the Contract between the Supplier and us constitutes a sub-contract for a Government Department the same shall be deemed to be made subject to such Contract Conditions, Rules, Regulation or instructions applicable to Government Contracts as may be in force from time to time and as may be appropriate, whether such Contract Conditions, Rules, Regulations or Instructions are known to the Supplier or not and any right of determination exercised by the Government Department in question as Head Contractor shall be equally exercisable by us in relation to the Supplier as sub-contractor.

### GENERAL

- 7.1 Failure by us to enforce any of the Contract terms shall not be construed as a waiver of our rights hereunder.
- 7.2 This Contract shall be construed and operate in accordance with English law and the Supplier hereby submits himself to the jurisdiction of the English Court.