

TERMS AND CONDITIONS OF PURCHASE

1. Definitions

- 1.1 "The Buyer" means Möllertech Limited of Nine Mile Point Industrial Estate Cwmfelinfach Gwent
- 1.2 "Commencement Date" means the commencement date for the provision of Service by the Seller
- 1.3 "Conditions" means the terms and conditions of purchase set out in this document and any special terms and conditions agreed in writing by the Buyer
- 1.4 "Delivery Date" means the date specified by the Buyer when the Goods are to be delivered
- 1.5 "Goods" means the articles which the Buyer agrees to buy from the Seller
- 1.6 "Premises" means the Buyers premises at Nine Mile Point Industrial Estate Cwmfelinfach or such other premises as the buyer shall from time to time notify to the Seller as the premises at which the Goods shall be delivered or the Services rendered
- 1.7 "Prices" means the price for the goods including carriage, packaging, insurance but excluding VAT
- 1.8 "Purchase Order" means any order for Goods or Services by the Buyer
- 1.9 "Seller" means the person whose name and address is shown in the Purchase Order
- 1.1 "Services" means the services which the Buyer agrees to buy from the Seller

2. Conditions Applicable

- 2.1 The Conditions shall apply to all contracts for the purchase of Goods or Services by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sale or similar document
- 2.2 Dispatch or delivery of the Goods (as the case may be) by the Seller to the buyer or the commencement of provision of Services on the Commencement Date by the Seller shall be deemed conclusive evidence of the Sellers acceptance of these conditions
- 2.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer

3. Price and Payments

- 3.1 The Price shall be the price set out in the Purchase Order. The Price is exclusive of VAT which shall be due at the rate ruling of the Seller's invoice
- 3.2 Payment of the Price and VAT shall be due within 45 days of the date of the invoice by (at the Buyer's absolute discretion) cheque, bank transfer or bacs
- 3.3 If the Seller is not situated in Great Britain the Buyer shall be entitled to select the currency in which payment of the Price should be made. The exchange rate applicable shall be the rate prevailing at the date of the Purchase Order.
- 3.4 The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller whether under the applicable contract of sale or otherwise
- 3.5 Payment of the Price or any of it shall not be deemed acceptance of the Goods and will not affect the right of the Buyer to reject the Goods pursuant to these Conditions

4. Quality Assurance

The Seller acknowledges that it has received a copy of the latest edition of the Buyer's Quality Assurance Specification and that the Seller, and the Goods and/or Services supplied by the Seller comply in all material respects with the requirements of the Buyer set out therein

5. The Goods

- 5.1 The Quantity and description of the Goods shall be as set out in the Purchase Order
- 5.2 The Seller shall ensure that all Goods shall be manufactured, stored, tested and packed in accordance with all British and International Standards applicable to them and that all goods are of satisfactory quality and fit for the purpose for which the Buyer intends to use the goods. The Seller acknowledges that it is aware of the intended purpose.
- 5.3 The Seller shall permit the Buyer to inspect and test the Goods during their manufacture and processing
- 5.4 The Buyer shall not be deemed to have accepted any part of the Goods until after the Buyer has (or the Buyer's sub-buyers have) actually inspected the Goods and ascertained that they are in accordance with the Contract. The Buyer may reject Goods which are not in accordance with the contract until a reasonable time after inspection.
- 5.5 If the Buyer is not reasonably satisfied that the Goods or their manufacture or processing comply in all material respects with the contract the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance and shall have (inter alia) the following options:-
- 5.5.1 to require the Seller at its cost to replace or repair rejected Goods within a reasonable time and if it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Seller shall bear the cost of such opening up or dismantling and of re-assembly and making good after the repair, replacement and testing of such Goods have been completed to the Buyers reasonable satisfaction
- 5.5.2 if the Seller shall fail to replace or repair the Goods within a reasonable time to obtain the Goods through other suppliers on the best terms reasonably obtainable provided that if such other terms shall be less favourable than those of the Seller then any difference (including ancillary costs) shall be a debt from the Seller to the Buyer payable immediately on demand
- 5.5.3 accept the Goods on payment of a reduced Price
- 5.6 The Goods shall be marked in accordance with the Buyers instructions and all lawful requirements and properly packed and secured for delivery to the Buyer in an undamaged condition

6. Services

- 6.1 All Services carried out shall be of the highest standard and carried out by appropriately qualified persons. Where applicable, all materials and components parts supplied or used shall be new and shall conform with the current specifications applicable to such work including those of the British Standards Institution and all relevant International Standards (or if there be no such specification shall be of the highest quality) and shall be obtained only from merchants or manufacturers of the highest repute and further all work carried out and materials and component parts supplied or used shall be such as may be approved by the Buyers insurers
- 6.2 The Seller shall provide the Services between 08.30 hours and 16.30 hours Monday to Friday excluding bank holidays and other Buyers holidays or on the days specified in any Purchase Order unless otherwise agreed between the parties
- 6.3 The Seller shall ensure that all statutory provisions and requirements affecting the Services to be carried out or the conduct of the Seller employees or agents are on or in the vicinity of the Premises shall be complied with
- 6.4 The Seller shall insure all persons employed in the provision of the Services against accident and agrees to indemnify the Buyer against all liability in that regard

- 6.5 Without prejudice to its liability to indemnify the Buyer as provided for by these Conditions the Seller shall at its own expense at all times maintain with reputable insurers such insurances as may be necessary to cover all liability which the Seller may (apart from clause 6.4 above) incur in respect of any personal injury death or damage to property whatever caused by or arising out of or in the course of the provision of the Services

- 6.6 The Seller shall produce to the Buyer on request at any time satisfactory evidence that it is fully insured with a reputable insurer for all purposes of these Conditions and the provision of the Services against all third party risks in relation to person and property and against liability whether at common law or under statute in respect of accident or injury to persons employed in the provision of the Services whether or not being employees of the Seller

- 6.7 Time for the supply of the Services shall be of the essence

- 6.8 If the Seller fails to provide the Services in accordance with the contract then without prejudice to the Buyers rights for the breach of the contract:

- 6.8.1 the Buyer may terminate the contract.

- 6.8.2 The Buyer may order Services from another supplier on the best terms reasonably obtainable provided that if such other terms shall be less favourable than those of the Seller then any difference (including ancillary costs) shall be a debt due from the Seller to the Buyer payment immediately on demand

The Buyer may exercise these rights by written notice to the Seller

7. Warranties and Liability

- 7.1 All representations statements or warranties made or given by the Seller, its servants and agents (whether orally in writing or in any of the Sellers brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Goods or the quality of the Services shall be deemed to be express provisions of the contract of purchase between the Buyer and the Seller

- 7.2 The Seller shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out any breach whatever by the Seller of the contract of purchase

8. Delivery of the Goods.

- 8.1 Delivery of the Goods shall be made to the Buyers address on the Delivery Date between 08.30 to 16.30 Monday to Friday excluding bank holidays and other Buyer's holidays. The Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery

- 8.2 The Delivery Date is of the essence of the contract

- 8.3 If the Seller fails to deliver all of the Goods in accordance with the contract on the Delivery Date then without prejudice to the Buyers rights for the breach of the contract:

- 8.3.1 the Buyer may terminate the contract. In this event without prejudice to the Buyers other remedies the Seller shall promptly collect any Goods which have been delivered

- 8.3.2 where delivery of a quantity of the Goods which correspond to the contract which is less than agreed quantity has been tendered and the Buyer has not exercised its rights of termination under Clause 8.3.1 the Buyer may accept the Goods which correspond to the contract and recover from the Sellers breach in respect of the failure to deliver the remainder of the Goods

- 8.3.3 the Buyer may require the Seller promptly to deliver sufficient Goods which correspond to the contract to comply with the quantity required

- 8.3.4 the Buyer may order Goods from another supplier on the best terms reasonably obtainable provided that if such other terms shall be less favourable than those of the Seller then any difference (including ancillary costs) shall be a debt due from the Seller to the Buyer payable immediately on demand

The Buyer may exercise these rights by written notice to the Seller

- 8.4 The Seller upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Goods at the Sellers risk or return them at the risk and expense of the Seller

9. Title and Risk

- 9.1 Title shall pass on delivery of the Goods to the Premises

- 9.2 Risk shall pass on delivery of the Goods to the Premises

10. Intellectual and other Property

- 10.1 All specifications, patterns, drawings, photographs, samples and information provided by the Buyer to the Seller shall remain the exclusive property of the Buyer and shall not be disclosed by the Seller to any third party without the Buyer's written consent

- 10.2 All moulds, tools, dies, fixtures, plants or other equipment provided by the Buyer to the Seller shall remain the exclusive property of the Buyer and shall be maintained in good order and condition while in the Seller's possession or control and shall be insured by the Seller in the name of the Buyer on an "all risks" basis for their full replacement cost

- 10.3 The Seller shall not use the Buyer's property referred to in clauses and above nor allow it to be used for any purpose other than the supply of Goods in accordance with the contract

- 10.4 The Buyer shall clearly mark the Buyer's property so that it is clearly identified and identifiable as belonging to the Buyer and the Seller shall not deface, obliterate or remove such identifying marks. The Seller shall permit the Buyer to enter the premises where the Buyer's property is kept to inspect and/or take possession of the Buyer's property

11. Force Majeure

Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party

12. Cancellation

- 12.1 The Buyer may cancel any contract at any time before all of the goods are delivered by giving written notice. On giving such written notice:

- 12.1.1 the Seller shall cease to be bound to deliver and the Buyer shall cease to be bound to receive delivery of any further goods;

- 12.1.2 the Buyer shall cease to be bound to pay that part of the Price which relates to Goods which have not been delivered;

- 12.1.3 the Buyer shall not be liable for any loss or damage whatever arising from such cancellation

- 12.2 The Buyer may cancel any contract at any time before the provision of the Services has commenced on giving written notice

13. Proper Law of Contract

This contract is subject to the Law of England and Wales