

CONDITIONS OF PURCHASE (2009)

N.B. These Conditions govern the Contract between us to the exclusion of any other terms and conditions and supersede any previous edition of these Conditions. .

1. Any order must be acknowledged within seven days of the date thereof giving full price and delivery information or it will lapse unconditionally unless we specify otherwise.
2. All materials and goods to be delivered carriage paid to the address stated on our purchase order unless otherwise specified.
3. We reserve the right to cancel any Order without payment if:
 - (i) The materials or goods supplied, or work called for, is not completed by the specified date;
 - (ii) The materials or goods supplied, or work done do not strictly comply with the description and drawings related thereto; or
 - (iii) We consider that the material and workmanship is not of merchantable quality and fit for any purpose we have made known to you.
4. (a) The acceptance of this Order implies that all materials and goods supplied for work done, whether for use in the United Kingdom or for export, are guaranteed for twelve months from date of delivery against breakdown or failure of any description due to defective materials, design or workmanship -in the event of such a breakdown or failure, the defective items shall be replaced, at our option, by the suppliers at their own cost, or by us at the cost of the suppliers and with all other repair charges included. Where our goods are supplied for subsequent processing it will be assumed that you accept such goods as perfect unless any damage observed is reported within 24 hours of delivery. Any damage observed on the return of such goods will be rectified, or the goods replaced, entirely at your cost, and with any other consequential charges included.

(b) You will indemnify us in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by us as a result of or in connection with:
 - (i) Any warranty given by you as set out in these Conditions or otherwise in relation to the goods supplied, and
 - (ii) All claims for royalties, damages or other losses due to the use of patented apparatus or devices incorporated in the goods supplied or patented processes used in their manufacture.
5. The property in the goods or materials supplied will not pass to us until the goods are received by us or our authorised agent, and have passed our inspection test. We shall be entitled to reject any goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted the goods until we have had a reasonable time to carry out our inspection test following delivery, or, if later, with any reasonable time after any latent defects have become apparent.
6. Goods which are not despatched by the quoted date shall at our option be delivered by an express service, but entirely at your cost. The time of delivery of the goods is of the essence of the Contract.
7. The price of the goods shall be as stated in the order and shall be exclusive of any applicable value added tax (which shall be payable by us subject to receipt of the VAT invoice). No increase in the price may be made (whether on account of increased labour, material or transport costs, fluctuation in rates of exchange or otherwise) without our prior written consent.
8. Unless otherwise stated in the order we shall make payment of your invoice for goods that have passed our inspection test, within 30 days after the end of the month of receipt of the invoice. We shall be entitled to set off against the price shown on any invoice any sums owed to us by you.
9. Should our business be stopped, interrupted or restricted by riot, lockout, strike, fire, explosion or any other exceptional cause, or any cause beyond our control, we are at liberty to defer the date or dates of delivery and payment until the cause of stoppage, interruption or restrictions has ceased.

10. When prices are not shown in the price column of our Order, goods or services must be quoted before work against the Order is initiated. If this procedure is not followed we reserve the right to return the goods at your expense, or pay such part of the Contract price as we consider reasonable, at our absolute discretion.
11. Any jigs, tools or other article made or service performed, solely to execute our orders shall be our exclusive property whether or not any payment is made by or demanded of us in any correspondence and shall be delivered to us on demand. You shall have no right to exercise a lien over any such jigs, tools, other articles, or services.
12. Part delivery against this Order is not acceptable unless agreed in writing. Invoices against part shipments will be deemed to be dated concurrent, with the acceptance of the final delivery of goods completing the Order. ,
13. We shall be entitled to terminate the Contract without any liability to you by giving notice to you at any time if you make any voluntary arrangement with your creditors within the meaning of the Insolvency Act 1986 or become subject to an administration order or go into liquidation. This Order is personal to you and you should not assign or transfer any of your rights or sub-contract any of the obligations under the Contract without our prior consent in writing.
14. All products/materials supplied must confirm to WEE, RoHS and REACH regulations where applicable, and to be supported by the correct documentation as required.
15. These Conditions are the only ones applicable. No variations or additions to these Conditions are valid unless agreed between our authorised representatives in writing.
16. Contract shall be governed by the laws of England.