

Conditions of Purchase

July 2024

1. These conditions shall have precedence over any printed conditions appearing on any acceptance form, delivery form or other document or letter emanating from you, and such conditions shall have no effect whatsoever except in so far as they confirm the terms of this Order. Additional, special conditions printed on the face of the Order shall take precedence over these Conditions of Purchase.
2. This order is liable to cancellation by us if not accepted in writing within ten days of the date hereon.
3. All goods supplied against this Order must be packed and delivered, carriage paid in accordance with our instructions. The goods shall be at your risk until delivery to us at our Works or to our Representative has been made unless we otherwise request in our Order. All cases to be clearly marked and numbered, and all such marks and numbers must be quoted on the invoice.
4. Unless otherwise stated in our Order all prices stated therein are “firm prices” and include packaging and delivery to the location stated.
5. Unless otherwise specifically stated in our Order our terms of payment for goods delivered or work carried out are 60 days from acceptance of the goods or work.
6. On request you shall provide copies of all licenses, permits, certificates, authorisations, or approvals required for any export, the receipt, and use of the goods.
7. Goods shall be deemed to be accepted if they have not been rejected for non-conformance to our Order within 28 days of receipt. Our inspection, failure to inspect, or failure to discover any defect or error in the goods will not relieve you of any obligation hereunder or impair our rights or remedies at law or in equity.
8. We reserve the right to cancel this Order or any part of it and shall be entitled to damages for any loss or expense caused to us if
 - (a) The goods or work to be supplied are not received or completed by the date specified in our Order, or
 - (b) The goods supplied, or the work carried out do not comply with the description, specification and drawings relating thereto, or
 - (c) The material or workmanship does not reach the standard specified or does not pass such inspection as may be required by us, our customer, or his agent or by any Government Department concerned.
9. Without prejudice to the generality of the foregoing condition you will indemnify us against any loss or expense resulting directly or indirectly from the supply by you of the goods or work if these are defective in any way, and in addition we shall be entitled to the replacement of the goods or work free of charge.
10. You warrant that all goods provided under this Order: (a) shall be free from patent and latent defects in materials, workmanship and design; (b) shall conform to the specification as defined on the Order; (c) are new and unused at the date of delivery; (d) shall be free of any claim of any third party and (e) shall not be or contain any counterfeit goods. Counterfeit goods are those which have been manufactured with incorrect materials or processes, or by unauthorised manufacturers, typically with false identity, marking, or records of provenance intended to pass them off as legitimate goods.
11. You will keep accurate books, accounts, records and invoices in connection with this Order and grant to us, or any representative of us or our customer or any agent of any regulatory authorities and government department, access to (or if requested provide us with copies of) your books, records and documentation (including, but not limited to, those related to inspection, quality, and testing of goods, security and data protection procedures, ethics and compliance programs, compliance with laws, and any other requirement or obligation under the Order), wherever such books and records may be located (including third-party repositories and facilities of your suppliers, subcontractors, and business partners used in connection with the Order).
12. All tools, patterns, materials, drawings, specifications and other data provided by us or paid for by us in connection with this Order shall remain our property and will be returned to us on demand and are to be used by you solely for the purpose of completing the same.
13. In the event of any strikes, lockouts, fire, explosion or accident or of any kind of stoppage of our business or work beyond our control which may prevent or hinder the use the goods or work the subject of this Order, the delivery of such goods or the completion of such work and the payment therefore may be suspended or postponed by us until the circumstances preventing or hindering the use of such goods or work have ceased.

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14. You will keep us indemnified against any damage to our property and against any claims for loss or injury to any person or to the property of any person by reason of your negligence of any act or omission on the part of your employees, subcontractors or agents arising out of the execution of this Order.
 15. You will keep us indemnified against all claims of whatsoever nature (including those for royalties, damages, or other losses) arising from the use of patented apparatus, articles or processes embodied or used in the completion of this Order.
 16. This Order and the subject matter thereof shall be treated as confidential between yourselves and us and shall not be disclosed by you or any sub-contractor of yours to any third party or used by you or any such sub-contractor or advertisement display or publication without our prior consent in writing.
 17. We shall not be liable for any orders or amendments thereto other than those issued or confirmed on our official printed order or amendment forms, duly signed on our behalf.
 18. This Order shall be constructed in all respects in accordance with the Laws of England. Any dispute as to the terms, conditions, or subject matter hereof arising hereunder shall be referred to a single arbitrator appointed by agreement between the Parties hereto or in default of such agreement by the President for the time being of the Law Society of England on the application of either party. The Arbitration Act 1950 or any modification thereof currently in force shall apply to any arbitration hereunder. Nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right of remedy to which we are entitled in relation to the goods or works ordered by virtue of statute or common law.
 19. You will keep us advised of any potential or actual obsolescence of the goods or any part thereof and in the event of obsolescence offer us, in good time, a 'last time buy'.
 20. You will advise us if the goods do not conform to the requirements of current EU or UK ROHS legislation and if the goods or any part thereof are affected by, or are likely to be affected by, REACH legislation.
 21. We expect you and your suppliers to conduct your business in accordance with the highest ethical standards in compliance with all applicable laws and regulations on bribery, corruption and prohibited business practices. The following conditions apply to you and your suppliers:
 - a) you will not use forced or involuntary labour of any type.
 - b) you will not use child labour. The term 'child' refers to any person employed under the minimum legal age of employment in the relevant country.
 - c) you must not discriminate in hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, marital status, pregnancy, political affiliation, or disability.
 - d) you will comply with all applicable wage and hour laws and regulations including those relating to minimum wages, overtime hours, piece rates and other elements of compensation and provide legally mandated benefits including payment of overtime.
 - e) you will treat all employees with respect and will not support corporal punishment, threats of violence or other forms of physical coercion or harassment.
 - f) you will provide all employees with a safe and healthy workplace in compliance with all applicable laws and regulations. You must implement effective programmes that address ensuring the safety of lives, incident investigation, chemical safety, and ergonomics. You should strive to implement management systems to meet these requirements.