

## GENERAL

- 1.1 These Conditions of Purchase apply to all contracts between us and the Seller. Despatch or delivery of the goods by Seller to us shall be deemed conclusive evidence of the Seller's acceptance of these Conditions which shall apply in place of and prevail over, any terms and conditions offered by the Seller. In particular, we will not be bound by any standard or printed terms furnished by the Seller in any of its documents unless the Seller specifically states, in writing, separately from these terms, that it intends those terms to apply and we acknowledge that notification in writing.
- 1.2 All goods or services supplied should have a valid official purchase order before delivery is made. We reserve the right for you to accept liability.
- 1.3 Nothing in these Conditions shall deprive us of our rights under common law or Statute Law.
- 1.4 The Seller warrants that the contract and the goods comply in all respects with UK Government Legislation and Regulations.

## PRICES

- 2.1 The price and any taxes for the goods and / or services shall be as specified in the Purchase Order.
- 2.2 An invoice shall be provided by the Supplier to agreed between the parties for such delivery be of the essence of the Agreement.
- 5.2 The goods must be delivered carriage paid to the address as instructed by us on the purchase order.
- 5.3 Delivery of goods is deemed to include off loading and placement to our reasonable instructions.

## NON-DELIVERY

- 6.1 If the Seller does not deliver the goods, or any part of them, within the time specified in the contract we shall be entitled to terminate the contract, purchase other goods of the same or similar description and recover from the Seller the amount by which the cost of purchasing other goods exceeds the price of the goods replaced by the purchase, without prejudice to any other remedy for breach of contract.
- 6.2 The Seller must upon receiving notice from us to that effect, repair or replace free of charge goods damaged in transit and delivery shall not be deemed to have taken place until replacement and repaired goods have been delivered by the Seller to us. We reserve the right to hold damaged goods at the Seller's risk or to return them at Seller's risk and expense.

## EXCESS QUANTITIES

- 7.1 Any Goods delivered in excess of the amount stated in the order and not accepted by us, must remain the responsibility and the risk of the Seller and must be removed by the Seller at its own expense.

## WARRANTY AND INDEMNITY

- 8.1 In addition to all other warranties given in accordance with the contract for sale or implied by Law, the seller guarantees that:
  - 8.1.1 that the goods will at the time of delivery correspond to the description given by the seller; and
  - 8.1.2 that the goods are of merchantable quality and fit for purpose for which the goods are intended; and
  - 8.1.3 that the goods have been manufactured, stored, tested and packed in accordance with all British Standards applicable to them.
- 8.2 All representations, statements or warranties made or given by the seller, its employees or agents (whether orally or in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the goods shall be deemed to be an express condition of the contract for sale.
- 8.3 The Seller must indemnify us against all claims, costs, expense, loss or damage whether direct consequential or economic which we may suffer, however arising, from the Seller's breach of any of its obligations under the contract for sale.

## REJECTION OF GOODS

- 9.1 The goods must be in every respect equal to description or samples supplied and to specification and to previous supplies (if any) and shall be subject to our inspection and approval within a reasonable time after delivery.