

TERMS AND CONDITIONS OF PURCHASE

1. Acknowledgement of this Order, in writing, is required within seven (7) days.
2. The Company will not accept liability for charges except against Order issued on its printed Order Form and duly signed by an authorised signatory on behalf of the Company.
3. No variation to the Order is permitted (including variations of price and quantity) unless advised in writing on the Company's Order Form, or by letter signed by a Director and/or the General Manager of the Company.
4. All goods must be supplied in accordance with requirements hereof and securely packed where necessary. In the absence of a specification or sample the goods supplied must be the best of their respective kinds and of first class workmanship and unless otherwise agreed must also conform with B.S.I. and other relevant standards as well as with any drawing in relation to the order which is provided by the Company.
5. All goods supplied must be painted, where appropriate, and/or adequately protected against any deterioration in transit and/or storage.
6. All Orders are placed by the Company on the basis that unless otherwise agreed, carriage charges will be paid by the Supplier to the place of delivery shown on the Order. Packing cases and other containers must not be invoiced. They will however, be returned to the Supplier upon request providing such request is made at the time that the goods are delivered or earlier.
7. Property in the goods shall not pass to the Company unless and until the goods have been passed by the Company's Inspection Staff and in the meantime the goods shall remain at the Supplier's risk in all aspects. The Company reserves the right to reject the whole or any portion of the goods supplied defective, or of inferior standard and any materials or goods so rejected shall be returned to the Supplier at the Supplier's expense. The Company accepts no liability for goods supplied in excess of the quality stated on this order and reserves the right to cancel the whole or any part of the order in the event of non-delivery within the period specified.
8. The Supplier shall indemnify the Company against the loss or damage to any goods, the property in which remains with us the Company and which are delivered to the Supplier for purpose of the Order, arising whilst such goods are in the Supplier's possession or before redelivery to the Company at its premises.
9. The Supplier shall indemnify the Company from all actions, costs, claims, demands, expenses and liabilities whatsoever in respect of personal injury to, or the death of any person or in respect of any loss or destruction or of damage to property not attributable to any act or neglect of the Company or of any person for whom the Company is responsible but which shall have occurred in connection with any work executed by the Supplier against this Order or shall be alleged to be attributable to some defect in the goods.
10. The Company reserves the right at any time or from time to time to request the Supplier to suspend any delivery or deliveries under the or the execution of any work covered by this Order to such extent and for such period as in the Company's absolute discretion may be considered expedient owing to any cause whatsoever the nature beyond the Company's control or to any other unforeseen contingency.
11. Delivery of goods by the dates stated on the Order is of the essence of the contract and such dates may be altered and/or supplemented by Material Delivery Schedules. Deliveries not made in conformity with the stated requirements of the Company will not be accepted, or in the event of the Company waiving its right to accept them will be paid for only as if they had been delivered on the dates advised by the Company.
12. If the goods or services which are the subject of this Order are to be used in carrying out or otherwise in connection with a Government Contract or sub-contract as stated overleaf this Order shall be subject to the standard contract conditions and/or to any special conditions stipulated by the Government Department concerned.
13. The Company reserves the right to cancel this Order in whole or part if any of the foregoing conditions are not complied with by the Supplier. In the event of the Company cancelling this Order as to all or any of the goods, the Company shall be entitled to purchase a like quantity of goods of similar description and quality and in that event the Supplier shall be liable to reimburse the Company on demand all expenses incurred by the Company in connection with the said cancellation, including any increase in the price upon that stated overleaf.
14. The Company reserves the right to deduct from the Supplier amounts due in settlement of this or of any other Purchase Order or outstanding amount owing to the Supplier in the event that its found necessary to carry out remedial work on goods supplied or where defects of any nature exist in such goods.
15. Nothing in these Conditions shall prejudice any condition or warranty (expressed or implied) or other right or remedy to which the Company may be entitled in relation to the goods or services which are subject of this Order by virtue of any Statute or custom or any general or local law or regulation.
16. The supplier shall indemnify the Company against any claim for infringement of Letters Patent or Registered Design relating to the goods or materials supplied.
17. The Company shall not be liable for any damage and/or loss of goods described overleaf whilst in transit from the Supplier
18. Payment terms: 30 days from month end of invoice, unless otherwise agreed in writing.