

*Precedent 2.2*

**Purchase conditions**

**Statements on front of orders**

1 THE CONDITIONS OVERLEAF SHALL APPLY TO THIS ORDER (SEE CONDITION 1.1).  
[THEY IMPOSE SUBSTANTIAL OBLIGATIONS UPON YOU IN REGARD TO THE  
EXECUTION OF THIS ORDER] [PLEASE READ ALL OF THEM CAREFULLY.]

2 [IN ADDITION TO THE CONDITIONS OVERLEAF, THIS ORDER IS SUBJECT TO THE  
APPLICABLE TERMS OF A CONTRACT, BETWEEN US AND [    ], FOR WHICH THESE  
ITEMS WILL BE USED. PLEASE READ CONDITION 1.3 OVERLEAF.]

**1 Formation of contract**

**1.1** No addition alteration or substitution of these terms will bind us or form part of any contract unless they are expressly accepted in writing by a person authorised to sign on our behalf.

**1.2** Acknowledgment of this order must be made by signing the duplicate order, enclosed with it, and the duplicate must be received within fourteen days of the date of this order. Should you despatch goods to us or perform work for us in accordance with this order without such an acknowledgment, this shall of itself be deemed an acknowledgment falling within this paragraph.

**1.3** If the goods and/or the work the subject of this order are to be used in carrying out or otherwise in connection with another contract specified overleaf this order shall be subject to the contract conditions of such specified contract in so far as the same are applicable and do not conflict with these purchase conditions. Details of any such contract conditions will be supplied by us on request, but your acceptance of this order will also constitute your acceptance of such contract conditions as part of the terms of this order in accordance with this condition, whether such request has been made by you or not.

**1.4** Nothing in these conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled, in relation to the goods and/or the work the subject of this order, by virtue of any statute or custom or any general law or local law or regulation.

**1.5** The construction validity and performance of these conditions and this order and any dispute arising out of or in connection with it (including non-contractual disputes) shall be governed by the law of England.

## **2 Delivery**

**2.1** In regard to performance of this order by you time is of the essence. The goods shall be delivered and/or the work performed on the date and at the place stated overleaf, and in accordance with the instructions specified overleaf, during normal business hours unless previously arranged otherwise. Delivery of goods shall be to the place specified overleaf and terms of carriage shall be as specified overleaf.

**2.2** If for any reason, we are unable to accept delivery of the goods on or after the agreed delivery date, you will store the goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery. In cases where Condition 10.1 does not apply, we shall be obliged to pay you in accordance with the terms specified overleaf upon delivery of the goods to storage, and (where such storage exceeds 30 days) we shall reimburse you for your reasonable expenses (including insurance) of such storage.

## **3 Specifications, quality tests, rejection**

**3.1** The goods and/or the work must conform in all respects with the drawings, specifications and other requirements or descriptions stated. All goods must be of sound materials, workmanship and (where you are responsible for this) design, and shall be equal in all respects to relevant samples, or patterns provided by or accepted by us. All work must be performed in a sound manner, and be free from all defects including (to the extent if any that you are responsible for design) defects in design.

**3.2** All of the goods and/or the work must pass the acceptance tests of our inspector. We shall be entitled to reject all goods and/or work which do not conform completely in every respect with the terms of this order and in particular (but without prejudice to the generality of the foregoing) Conditions 3.1 and 3.5. Furthermore, if by the nature of the goods and/or the work, any defects

therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use we may reject the same even after a reasonable period of use. It is agreed that in the case of goods we may exercise the aforesaid rights of rejection notwithstanding any provision contained in ss.11, 15A(1) or 35 of the Sale of Goods Act 1979, but subject to s.30(2A) of that Act.

**3.3** Any goods and/or work rejected under Condition 3.2 must at our request be replaced or re-performed as the case may be, by you at your expense; alternatively we may elect (at our option) to cancel this order as provided in Condition 10.2 both in respect of the goods and/or the work in question and of the whole of the undelivered balance (if any) of the goods and/or the remainder of the work (if any) covered by this order. All rejected goods will be returned to you at your expense.

**3.4** Our signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the goods, is evidence only of the number of packages received. In particular, it is no evidence that the correct quantity or number of goods has been delivered or that the goods delivered are in good condition or of the correct quality.

**3.5** You will ensure that in all respects (except by way of design or specification where we have supplied the same) the goods and/or the work comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered and/or the work performed as the case may be. In particular, without prejudice to the generality of the foregoing, all goods capable of use as, or in any way likely to be used in the preparing or packing of, food, toiletries, perfume, cosmetics, pharmaceutical products or any other goods for human consumption or for use upon the human body shall contain nothing rendering them unsuitable for their purpose and shall comply with all relevant requirements relating to their sale and composition and to the use of preservative or colouring matter or other additives therein.

## **4 Property and risk**

**4.1** Property and risk in the goods shall pass to us, when they are delivered in accordance with Condition 2.1. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions, in particular (but without prejudice to the generality of the foregoing) under Conditions 3.1–3.5 inclusive.

## **5 Prices and payment**

**5.1** Prices, payment terms and currency shall be those specified overleaf.

## **6 Industrial property etc**

**6.1** You warrant that neither the sale nor the use of the goods nor the performance of the work will infringe any UK or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing.

**6.2** You shall indemnify us from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid in Condition 6.1, and at your own expense will defend or (at our option) assist in the defence of any proceedings which may be brought in that connection, provided that you shall be under no liability under Condition 6.1 or this Condition in respect of any infringement as aforesaid occasioned by use of a design or specification supplied to you by us.

**6.3** No goods covered by orders shall be manufactured sold or disposed of by you in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien, provided that you shall be under no liability under this Condition in respect of a violation as aforesaid occasioned by use of a design or specification supplied to you by us.

## **7 Indemnities, third-party liabilities**

**7.1** You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than, in each case, as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work executed by you against this Order or shall be alleged to be attributable to some defect in the goods.

**7.2** Should you use any personnel to execute work on our premises they shall be required to abide by the safety rules and other relevant regulations laid down by us from time to time. This Order is given on the condition that (without prejudice to the generality of Condition 7.1) you will indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or

by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to, or the death of, any such employees, agents, subcontractors or other representative while on our premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.

**7.3** You will indemnify us against any and all loss, costs, expenses and liabilities caused to us whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of these conditions or of any terms or obligations on your part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Order or to goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 3.3.

**7.4** Whenever any sum of money is recoverable from or payable by you to us as a result of the operation of any of these conditions or any breach by you of the same, such sum may be deducted by us from any sum then due or which at any time thereafter may become due to you under any other order or transaction placed or entered into by us with you.

## **8 Jigs, tools, gauges, etc**

**8.1** If any jigs, tools, dies, patterns, moulds, gauges, components, materials or any other items of whatsoever nature are supplied to you by us for use in connection with this Order, the same shall be at your risk from the time they leave our premises until they are returned thereto, but shall remain our property. We shall have the right of reasonable access to your premises to inspect such items while they are there. You shall not use any of the foregoing except in connection with our orders, and you shall maintain the same in good condition and return them to us at any time on demand or otherwise automatically on completion of this order. Gauges are issued as reference standards only. All jigs, tools, dies, patterns, moulds and gauges manufactured or supplied by you for us in connection with this order shall become our property and shall be retained by you until disposal instructions are given by us to you which instructions shall be complied with forthwith.

**8.2** You shall indemnify us against any loss or damage to the items mentioned in Condition 8.1, arising while such items are in your possession or before redelivery to us. You will insure the aforesaid items against all risks and (if necessary) note our interests on your policy.

## **9 Assignment and sub-contracting**

**9.1** You may not assign or transfer this Order or part thereof to any other person without our written consent.

**9.2** You may not, without our written consent, sub-contract this Order or part thereof, other than for materials, minor details, or for any part of the goods in respect of which the makers are specified overleaf, or to the extent to which sub-contracting is a trade custom in relation to the subject matter of the order.

## **10 Cancellation**

**10.1** If either you or we are delayed or prevented from performing our obligations under this Order, by circumstances beyond the reasonable control of either of us (including without limitation any form of government intervention, strikes and lock-outs relevant to this order, breakdown of plant or delays by subcontractors concerned) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in this order, this Order may be cancelled by either party. We will pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by you under this order prior to cancellation, and in respect of which we have received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

**10.2** Subject to Condition 10.1, we reserve the right to cancel the whole or any part of this order or any consignment on account thereof, if the same is not completed in all respects in accordance with the instructions and specifications stated in the order and with the foregoing conditions, in particular (but without prejudice to the generality of the foregoing) with Conditions 2.1, 3.1 and 3.5, compliance with which by you is of the essence. In the event of our cancelling this Order as to all or any of the goods and/or the work covered thereby we shall be entitled to purchase from a third party a like quantity of goods of similar description and quality, or a reasonable alternative thereto, bearing in mind our need to take delivery of the goods by the date specified overleaf, or to contract with a third party to perform work of a similar description and quality, and in that event you shall be liable to reimburse to us on demand all expenditure incurred by us in connection with our said cancellation, including any increase in the price over that stated overleaf.

## **11 Confidentiality**

**11.1** You will keep secret and will not disclose to any third party (except subcontractors

accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the subcontract) all information given by us in connection with this Order, or which becomes known to you through your performance of work under this Order. You will not mention our name in connection with this order or disclose the existence of this Order in any publicity material or other similar communication to third parties without our prior consent in writing.

## **12 Hazardous goods**

**12.1** You will mark all hazardous goods with international danger symbols where they exist, and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. You shall observe the requirements of UK legislation and any relevant international agreements relating to the packing labelling and carriage of hazardous goods. All information held by or reasonably available to you regarding any potential hazards known or believed to exist in the transport handling or use of the goods supplied shall be promptly communicated to us prior to delivery.