1 DEFINITIONS
In these conditions of purchase the following words shall have the following meanings:

1.1 “Contract” means any contract between Us and You including any contract for the supply of Goods or for the performance of Services.

1.2 “Finished Goods” means Our end products, into which the Goods have been incorporated.

1.3 “Goods” means any products and/or items (if any) being sold by Us to You and/or provided as part of the Services.

1.4 “Liability” means claims, damages, costs, proceedings, actions, awards, expenses, costs and any other form of legal or equitable remedy, known or unknown.

1.5 “Liability of Us” means the risk and/or responsibility of Us.

1.6 “Services” means the services (if any) being supplied by Us which are not part of a Contract.

1.7 “You, Your, yourselves” means the person or company to whom We are supplying the Goods.

2 BASIS OF CONTRACT
2.1 These conditions of purchase shall govern the agreement between Us and You for the supply of Goods to You or for the performance of Services to You.

2.2 Any Order accepted by Us shall be subject to Us being satisfied that the Goods will comply in all respects with the Contract and to a contract coming into existence.

2.3 Goods or Services shall not be delivered until confirmed in writing by Us.

3 DELIVERY

3.1 All Goods shall be supplied at the time and place specified in the Contract.

3.2 All Goods shall be delivered packed and secured so as to reach their destination in a good and undamaged condition.

3.3 We shall not be responsible for any damage or delay suffered by the Goods or Services following delivery or dispatch.

3.4 Goods may be delivered by Us in instalments.

3.5 We shall be entitled to non-payment by You of the Contract price.

4 PRICE AND PAYMENT

4.1 The price of the Goods and/or Services shall be as set out in Our order and unless otherwise stated shall be inclusive of the restored and engaged.

4.2 The price shall be subject to change without notice and any such change shall be binding on You.

5 PAYMENT AND PRICE

5.1 Each invoice raised by Us and/or Services shall be as set out in the Contract.

5.2 The Contract price shall be in full of all taxes, duties and other charges payable in respect of the Goods or Services.

5.3 We shall be entitled to any deduction for prompt payment, bulk purchase and/or volume of purchase customarily granted by Us.

5.4 Payment by Us shall only be made by B.A.C.S and You must provide Us with Your correct bank details.

5.5 Unless other payment terms have been agreed in writing by Us, payment shall be due 30 days from the date of the invoice.

5.6 Payment of the Contract price shall not be deemed to release Us from any liability to You.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 You shall not disclose to any third party or use any such materials or documentation or any other materials which are not in accordance with the Contract provided always that We have been correctly invoiced for such materials.

6.2 The Goods and/or Services shall be subject to the terms of the Contract in which case these conditions of purchase shall prevail. Details of any such third party contract will be supplied upon request.

7 INDEMNITY

7.1 You agree to indemnify Us and keep Us indemnified against all losses and/or liabilities (whether direct or indirect) and/or damages (whether actual or consequential) arising out of Your breach of the Contract.

7.2 You shall not disclose to any third party or use any such materials or documentation or any other materials which are not in accordance with the Contract provided always that We have been correctly invoiced for such materials.

7.3 We shall be entitled to any costs We incur.

7.4 You shall not disclose to any third party or use any such materials or documentation or any other materials which are not in accordance with the Contract provided always that We have been correctly invoiced for such materials.

7.5 You shall not disclose to any third party or use any such materials or documentation or any other materials which are not in accordance with the Contract provided always that We have been correctly invoiced for such materials.

8 ASSIGNMENT AND LAW

8.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to the other at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.2 No waiver by Us of any breach of the Contract by You shall be deemed to be a waiver of any other or subsequent breach or of any other provision.

9 THIRD PARTY RIGHTS

9.1 All third party rights are excluded and no third party shall have any right to enforce a Contract or a Contract term by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any agent of a group member of Us.

10 INDEMNITY

10.1 Any person who becomes a party to the Contract shall have the benefit of all terms herein.

11 REVIEWED

11.1 These conditions of purchase shall apply to any replaced or repaired Goods or Finished Goods or performance of the Services which are attributable to the acts or omissions of You, Your employees, agents and sub-contractors.

12.2 This condition shall survive the termination of the Contract.

12.3 Either party may immediately terminate the Contract by written notice to the other if:

12.4 In the event of the dissolution or termination of the Contract, the Goods shall be delivered in accordance with the Contract and the Goods shall be delivered in accordance with the Contract.

13 INDEMNITY

13.2 You shall indemnify Us and keep Us indemnified against all losses and/or liabilities and/or proceedings, actions, awards, expenses, costs and any other form of legal or equitable remedy, known or unknown.

13.3 Goods or Finished Goods or performance of the Services is attributable to the acts or omissions of You, Your employees, agents and sub-contractors.

13.4 This clause shall survive the termination of the Contract.

13.5 Either party may immediately terminate the Contract by written notice to the other if:

13.6 In the event of the dissolution or termination of the Contract, the Goods shall be delivered in accordance with the Contract and the Goods shall be delivered in accordance with the Contract.

13.7 If the Contract is so terminated the following services shall be performed:

13.8 The Goods or Finished Goods or performance of the Services is attributable to the acts or omissions of You, Your employees, agents and sub-contractors.

13.9 This clause shall survive the termination of the Contract.

13.10 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to the other at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.11 No waiver by Us of any breach of the Contract by You shall be deemed to be a waiver of any other or subsequent breach or of any other provision.

13.12 No party shall have any right to enforce a Contract or a Contract term by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any agent of a group member of Us.

13.13 Sections 11, 15A, 30(2A) and 35 of the Sale of Goods Act 1979 shall not apply to the Contract.

13.14 The Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the courts of England.