



Wood & Douglas Limited Terms and Conditions of Purchase

1 Definitions

The Company means Wood & Douglas Ltd. The Seller means the person, firm or company to whom the order is addressed. Goods means the articles and/or service or any part described in the Order. Specification means the technical description (if any) of the goods.

2 Contract

All orders placed by the Company whether pursuant to a quotation or otherwise shall be subject to the following terms and conditions and unless the Company agrees otherwise in writing through a duly authorised officer these terms and conditions will apply to the exclusion of all others to any contracts arising from such Orders. The supplier will be taken to have waived any sales conditions, if any, on their acknowledgment of order and/or elsewhere.

3 Quality and Description

All goods supplied by the Seller in the execution of the Order placed by the Company shall conform as to quantity, quality and description with the particulars specified in the Order or in any drawings and specifications relating thereto and shall be of sound materials and workmanship. The goods shall be capable of any standard of performance specified in the Order or specification or any representation, however, made or if non is specified or made, of a standard contained in any relevant British Standard Specification which shall in such case be deemed to have been stated and the goods shall be in all respects to any samples or patters provided by either party. The Seller as a person supplying the goods in the course of his business shall in performing the Order exercise his skill and judgement so as to ensure that the goods shall be fit for the purpose expressly or implicitly indicated in the Order and the Company will rely thereon.

4 Inspection and Testing

On request the Company shall be entitled to inspect and/or test the Goods on his own behalf during the course of manufacture at any reasonable time at the Sellers works or at the premises of any permitted sub-contractor. Failure to make complaint or approval on inspection shall not constitute a waiver by the Company of any remedy or right in relation to the breach of any of the Sellers obligations under these Conditions. The Seller shall give the Company reasonable notice of any tests of the goods.

5 Place and Time of Delivery

The Seller shall deliver the goods ordered properly packed and secured at the place or places and in the manner and at the time or within the times specified in the Order or as subsequently agreed. Time of Delivery of the goods shall be essence of the Order. Acceptance by the Company of any delivery outside the time or times stated and/or not at the place or places specified shall not constitute a waiver by the Company or any remedy or right in relation to the breach of any of the Sellers obligations under these Conditions.

6 Passing of Property and Risk

The property in the goods ordered and the risk shall pass to the Company on delivery to it at the place specified in the Order or at such other place or places as may have been subsequently agreed without prejudice to any right of rejection which may accrue to the Company under these conditions or otherwise.

7 Cancellation and Rejection

In any of the following events the Company has the right by summary notice to cancel the Order or any part of the Order and/or reject the Goods notwithstanding that the property in the Goods may have passed to the Company and in any event will be entitled to damages any loss or expense whatsoever caused directly or indirectly to the Company where:

- ! the material or Goods to be supplied are not received by the Company by the date specified or
- ! the material or Goods do not comply strictly with the provisions of condition 3 hereof or do not pass such inspection as may be required by the Company or any customer of the Company or Agent or any Government Department concerned.

The Company shall in giving notice or cancellation or rejection specify the reasons therefore and shall thereafter return the rejected goods to the Seller provided that the Company may grant to the Seller the opportunity of inspecting rejected Goods prior to the return thereof and in such event inspection shall be by the Seller within 8 days of notification. At the expiration of that period or sooner if no opportunity for inspection is afforded to the Seller, the rejected Goods will be despatched to the Sellers work without further notice and at the entire expense and risk to the Seller.

8 Indemnity

In addition to and without prejudice to the generality of the foregoing Conditions, the Seller will indemnify the Company against all loss including consequential loss, costs, claims, expenses and demands or other liability whatsoever resulting directly or indirectly at any time from:

- ! the negligence or any wrongful act or omission on the part of the Seller, it's employees, subcontractors or agents or
- ! any defect or defects discovered in the Goods supplied under this Order attributable to defective design (other than a design made, furnished or specified by the Company for which the Seller has in writing disclaimed responsibility) faulty materials, and/or free of all charge or credit or reimburse any part of the purchase price already paid under the Order. Any replacement Goods shall within a reasonable time be made and supplied subject to these Terms and Conditions unless otherwise agreed by the Company in writing.

9 Exclusion of Warranty

Nothing in these Conditions shall prejudice any Conditions or Warranty (whether express or implied) or any other right or remedy to which the Company is entitled in relation to the material Goods or work ordered whether by virtue of Statute, Common Law, usage or otherwise.

10 Assignment

The Seller shall not without the previous consent in writing of the Company, assign or transfer the Order or any part thereof Any consent given by the Company under this condition shall in no way relieve the Seller from his obligations under the Order.

11 **Infringement of Patent and Other Rights**

The Seller shall duly indemnify the Company against all actions, claims, demands, costs charges and expenses arising from or incurred by reason of any infringement of alleged infringement of letters, patent registered design, trademark, trade name or copyright by the use of Sale of any Goods supplied by the Seller and against all costs and damages for which the Company may become liable in any such action.

12 **Advertisements**

The Seller shall not without the previous consent in writing by the Company use the Order in any way to the purpose of advertisement or publicity.

13 **Statutory Requirements**

The Seller warrants that the design, construction and quality of Goods to be supplied under the Order comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order or other instrument having the force of Law which may be in force at the time when the Goods are delivered.

14 **Confidentiality**

The Order and all specifications, drawings, materials, documents and information issued by the Company in connection therewith are confidential and their use and disclosure must be strictly confined to the Seller himself and his employees properly engaged therein (except in so far as confidential disclosure to sub-contractors or suppliers any be agreed by the Company in writing) and for the purpose of the Order.

15 **Care and Return of Company's Property**

! all specifications, drawings, materials and documents supplied by the Company, or prepared or obtained by the Seller for and at the sole cost of the Company are, and the copyright therein, the exclusive property of the Company, (hereinafter called the Company's property). No reproduction os such material in whole or in part by any means shall be permitted without prior written approval of the Company.

! the Company's Property shall, while in the Seller's possession or control be at the Seller's risk and shall be maintained by the Seller in Good order and condition and insured against all normal insurable risks.

! on completion of the Order or otherwise as directed by the Company,

the Company's Property shall be returned to the Company in good order and condition at the Seller's risk and expense. If it is not so returned, the Company may withhold or require reimbursement of such part of the payment as is necessary to replace or repair the Company's Property.

16 **Force Majeure**

In the event of the Company being prevented or hindered from using the Goods which are the subject of this Order by reason of any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the Company, the delivery of such Goods and payment therefore may be suspended at the Company's option until the circumstance or circumstances preventing or hindering the use of such Goods has ceased. If suspension continues for a period of 6 months or more, the Company may by two weeks notice in writing, terminate the whole or any part of this Order thereby affected in the event of such termination, the Seller shall be entitled to be paid the sums remaining payable to the Seller under the terms of this Order in respect of work done and Goods provided up to the date of determination of Goods purchased by the Seller for the purpose of fulfilling of this Order (after making due allowances for their salvage value). The Seller will not be entitled to any further payment.

17 **Termination**

If the Seller commits any breach of the Terms and Conditions of the Order or suffers distress or levy of execution or becomes insolvent or commits an Act of Bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for the purpose of amalgamation or reconstruction), or if a receiver or Manger is appointed over any part of the Seller's business, the Company may without prejudice to any rights which may have accrued or which may accrue to it:

- ! terminate the Order summarily by notice in writing without compensation to the Seller or
- ! give any such receiver or liquidator or other person the option of carrying out the Order (on such Terms as the Company may specify).

18 **Continuing Provisions**

The completion of termination of the Order shall not affect the continuing operation of conditions 14 and 15 hereof.

19 **Notices**

Any notice or other communication sent to the Seller shall be deemed to have been duly given or served within 3 days of it being sent to any address notified to the Company for the purpose or to the Seller's last known address.

20 **Law**

The Order including these Conditions and any other documents comprising the Contract between the Company and the Seller shall be governed, construed and shall take effect in accordance with English Law and judged in an English Court.

21 **Headings**

The heading of these Conditions shall not affect the construction thereof.