

# ROXSPUR MEASUREMENT & CONTROL

## TERMS AND CONDITIONS OF PURCHASE

### 1. GENERAL

- (a) In these Terms & Conditions "the Company" means R M & C, "the supplier" means the person, firm or company to whom the purchase order is issued.
- (b) The Company only enters into contracts of purchase which are subject to these Terms & Conditions and they can only be altered or qualified by a document signed by the Director of the Company and setting out in full the relevant alterations and qualifications.
- (c) No terms or conditions shall prevail over the terms and conditions contained in this purchase order. The Company will not recognise at any time before or after the purchase order has been accepted by the supplier any other terms and conditions of the supplier unless they have been accepted and are included in writing in the purchase order.
- (d) Delivery by the Supplier shall itself constitute an acceptance of the Terms & Conditions of this order where acceptance shall not previously have been communicated to the Company.
- (e) This contract is subject to English Law.

### 2. TIME

- (a) Where time is specified such provision shall be of the essence of the contract.
- (b) Failure by the supplier to adhere to any provision as to time contained in this order shall entitle the Company as its option to treat the contract as repudiated in whole or in part. The Company shall be entitled to recover from the Supplier any loss or expense incurred by the Company owing to such delay.
- (c) The Company reserves the right to recover from the Suppliers any losses incurred over and above the value of the supplied goods, where losses incurred are as a result of non-compliance with specified delivery instructions.

### 3. PRICE

- (a) All prices are fixed and are not subject to escalation.
- (b) The Company shall not be responsible for the payment of any charges for work done or goods supplied in excess of works or goods required by this purchase order on any variation thereon unless authorised by a further priced purchase order in writing.
- (c) No payment of or on account on the contract price shall constitute any admission by the company as to the performance by the Supplier of his obligations.

### 4. PAYMENT

Standard payment terms are 60 days end of month.

### 5. DELIVERY

Delivery of goods shall be made to the Company's premises or as otherwise stated by the Company. Delivery shall be effected when goods have been unloaded.

### 6. TITLE

The property and risk in the goods purchased shall pass to the Company upon delivery and the Supplier shall be responsible for transport, unloading and insurance of the goods prior to completion of delivery.

### 7. INSPECTION

- (a) Acceptance of all goods supplied shall be subject to inspection by the Company following delivery to the Company's premises. In the event any such goods are defective in materials or workmanship or otherwise fail to meet the requirements specified in the order, the Company shall have the right either to reject the goods or to retain and correct them at the Supplier's expense. Rejected goods will be held or returned to the Supplier at the Supplier's expense and risk and the Supplier shall pay the Company's handling and packing costs.
- (b) Any inspector or representative authorised by the Company shall be entitled to inspect the goods at any reasonable time at the Supplier's works or where applicable at the works of any subcontractor and require all defects or deficiencies to be made good and alterations made where the Supplier or the Company's order, provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval of the goods.

### 8. WARRANTY

The Supplier warrants that all goods supplied will conform to any and all specifications, drawings, samples, or other description furnished by the Company, and will be fit for their purpose, of good material and workmanship, of satisfactory quality and free from defects.

### 9. DRAWINGS AND DESIGN

- (a) All property and copyright in all drawings, designs, patterns, specifications, samples, materials, tools and other data provided by the Company or prepared by the Supplier at the request of the Company in connection with this Order, shall vest in and remain at all times the property of the Company and be used by the Supplier solely for the purpose of this Order and shall be

sent, if requested to the Company carriage paid on completion of the Order.

- (b) The Supplier shall not disclose any such drawings or any data comprised therein to any third party unless expressly required or permitted to do so in writing by the Company.
- (c) The Supplier confirms that all designs and specifications prepared by it are such that the goods supplied to such designs and specifications will be safe and without risk when properly used.

### 10. HEALTH & SAFETY

The Supplier warrants that in the design, manufacture, supply, installation of the goods (including all work on site) and the provision of information relating thereto that it will comply with the duties imposed upon it by the Health and Safety at Work Act 1974 and that it will perform this contract such that no liability is incurred by the Company under the said Act.

### 11. INTELLECTUAL PROPERTY

- (a) Save to the extent that the goods specified in the order are designed by the Company, the Supplier warrants that the goods do not and shall not infringe any United Kingdom or foreign patents, trade marks, copyright, registered designs, design rights, or other intellectual property rights of whatsoever nature and agrees to indemnify and hold harmless the Company and anyone selling or using any of the goods sold by the Company against all losses, damages, costs and expenses resulting from any infringement or alleged infringement, and agrees that the Supplier shall, upon request of the Company and at the Supplier's own expense, defend or assist in the defence of any action which may be brought against the Company or those selling or using any goods sold by the Company by reason of any such infringement or alleged infringement.
- (b) The Company shall have no liability whatsoever to the Supplier in respect of any actual or alleged infringement of any intellectual property right of third parties in relation to the goods specified in the order, their manufacture or testing, except to the extent (if any) that such infringement occurs by reason of the designs specified by the Company.

### 12. FORCE MAJEURE

- (a) Neither the Company nor the Supplier shall be liable for a failure to perform arising from any causes or events beyond the control and without the fault or negligence of the Company or the Supplier and without prejudice to the generality of the foregoing to include acts of God or a public enemy, acts of the Government or Company's or Supplier's country or any public authority or governmental agency in either country, acts or any person engaged in subversive activity or sabotage, fires, floods, explosion or other catastrophes, epidemics or quarantine restrictions, strikes, slowdowns, lockouts, or labour stoppages or disputes of any kind, freight embargoes, unusually severe weather or delays of a supplier due to any of the above causes or events.
- (b) In the event of a failure by the Supplier to perform arising under sub-paragraph (a) of this clause, the Company shall be entitled to obtain supplies or services covered elsewhere for the duration of such failure and to reduce pro rata and without any obligation upon the Company the quantity or amount of supplies or services ordered from the Supplier under such order.

### 13. BUYER'S PROPERTY

The provisions of this clause shall apply whenever an Order requires the Supplier to repair or apply a process to goods or materials of the Company ("Buyer's Property") which the Company makes available for the purpose.

- (a) The Buyer's property shall be returnable on demand.
- (b) The Supplier shall indemnify the Company against all loss or damage to Buyer's property while it is in the possession, custody or control of the Supplier, or it's permitted sub contractors. The Supplier shall adequately insure against such loss or damage and shall produce on demand evidence of such insurance and the premium receipts.
- (c) The Supplier shall keep the Buyer's property separate from all other property and shall clearly mark Buyer's Property as property of the Company. The Buyer's property shall not be removed from the Supplier's premises without the Company's written authority (except for the purpose of fulfilling the order in accordance with its terms.)
- (d) The Supplier hereby waives any lien which the Supplier might otherwise have on any of the Buyer's property for work done or otherwise.
- (e) The Supplier shall pay the Company on demand the full replacement value of any of the Buyer's property which is not returned or accounted for to the satisfaction of the Company.