



STANDARD CONDITIONS OF PURCHASE

1. Definitions

- 1.1 "The Buyer" means F R Shadbolt & Sons Ltd.
- 1.2 "The Seller" means the person firm or company by whom Goods are supplied to the Buyer.
- 1.3 "Conditions" means the terms and conditions of purchase set out in this document and any special terms and conditions agreed in writing by the Buyer.
- 1.4 "Delivery Date" means the date specified by the Buyer when the Goods are to be delivered.
- 1.5 "Goods" means the articles or materials which the Buyer agrees to buy from the Seller.
- 1.6 "Price" means the Price of the Goods including carriage, packing and insurance but excluding Value Added Tax.
- 1.7 "Contract" means any agreement for the purchase of Goods by the Buyer.

2. Conditions of Purchase

- 2.1 These Conditions shall apply to and be incorporated in all Contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer, price list, confirmation of order or similar document.
- 2.2 Despatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these conditions
- 2.3 These Conditions shall apply also to any future oral or written Contract for the supply of Goods by the Seller to the Buyer save to the extent either that such Conditions in such future Contract are in any way specifically varied or excluded or are inconsistent with what is expressly agreed in any such future Contract.
- 2.4 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.
- 2.5 The Parties agree to keep Confidential the Terms of any Offer or Order by the Buyer any subsequent negotiations and any Contract between the Buyer and Seller and neither shall make any announcement in relation to or otherwise publicise its contents.

3. Price

- 3.1 The Price of the Goods shall be
 - (i) The Price fixed in any Contract between the Seller and the Buyer or if none
 - (ii) The Price stipulated in the Seller's published Price list current at the date of the Contract.
- 3.2 The Price is exclusive of VAT or other similar tax which shall be due at the rate ruling on the date of the VAT invoice.
- 3.3 If in the Seller's published Price list Prices are given for Goods of a type and such Prices vary according to the dimensions of the Goods supplied then if the Buyer shall agree to buy from the Seller Goods of an intermediate dimension and no Price shall be expressly stipulated the Price of such Goods shall be a Price proportionately intermediate between the Prices of the next larger and next smaller Goods quoted in the Seller's current published Price list.
- 3.4 The time of payment of the Price and VAT shall be as specified in the Contract but if no time shall be specified in the Contract then such payment shall be due 60 days from receipt by the Buyer of the Seller's statement following the delivery of the Goods.
- 3.5 Notwithstanding any other condition regarding payment contained in the Contract no payment shall be due until there has been delivered to the Buyer
 - 3.5.1 The Goods in Full
 - 3.5.2 A delivery note and invoice for the Goods.
- 3.6 Unless otherwise agreed in this Contract the Price includes the costs of loading, packing, carriage and unloading of the Goods
- 3.7 The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller whether under the applicable Contract or otherwise including the value of any lawful set-off or counterclaim.
- 3.8 The Seller shall not be entitled to increase the Price for any reason unless expressly agreed in writing by the Buyer.

4. Goods

- 4.1 The Seller shall ensure that all the Goods shall be manufactured, stored and tested in accordance with all British Standards applicable to them or in accordance with any other relevant legally applicable standard (if of a substantially similar or higher nature and quality) applicable in the country of manufacture.
- 4.2 If specified in the Contract the Goods shall in addition be manufactured and supplied in accordance with the description contained in the Buyer's specification supplied to the Seller.
- 4.3 If the Contract states it is a contract for sale by sample the Seller warrants the Goods will correspond with the sample in quality.
- 4.4 All representations, statements or warranties made or given by the Seller, its servants or agents (whether orally, in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods shall be deemed to be express conditions of the Contract.
- 4.5 The Goods shall be properly packed and secured for delivery to the Buyer in an undamaged condition.

5. Delivery

- 5.1 Due delivery of the Goods shall be deemed to have been made when the Seller has delivered and unloaded the Goods in full on the Seller's premises specified in the Contract with accompanying delivery note.
- 5.2 If specified in the Contract (but not otherwise) the Seller may deliver the Goods by separate instalments in accordance with an agreed delivery schedule in

such case each separate instalment shall be invoiced and paid for in accordance with the provisions in this Contract. In such case the failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due date shall not entitle the Seller to treat this Contract as repudiated.

- 5.3 The Delivery Date is of the essence of this Contract unless otherwise specified in the Contract or agreed by the Buyer in writing.
- 5.4 (a) If the Goods are available before the Delivery Date the Buyer shall be entitled if it so elects to arrange for collection and transport of the Goods in place of delivery by the Seller. In such case the Seller shall deduct from the Price the proportion of the Price relating to the cost of loading, transport and unloading.

(b) If the Goods are available but the Seller is unable to arrange delivery by the Delivery Date the Buyer shall be entitled if he so elects to arrange such collection and transport and in this case the Buyer shall be entitled to deduct from the Price the full cost to it of packing, loading, transport and unloading of the Goods.

- 5.5 If the Seller fails to deliver all the Goods in accordance with the Contract on the Delivery Date then without prejudice to the Buyer's rights for the Breach of Contract

5.5.1 The Buyer may terminate the Contract. In this event without prejudice to the Buyer's other remedies the Seller shall promptly collect any Goods which have been delivered.

5.5.2 Where delivery of a quantity of the Goods which correspond to the Contract which is less than the agreed quantity has been tendered and the Buyer has not exercised its rights of termination under clause 5.5.1 the Buyer may accept the Goods which correspond to the Contract and recover for the Seller's breach in respect of the failure to deliver the remainder of the Goods.

5.5.3 The Buyer may require the Seller promptly to deliver sufficient goods which correspond to the Contract to comply with the quantity required.

5.5.4 The Buyer may exercise these rights by written notice to the Seller.

5.6 The Seller upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit (including unloading) and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk and expense of the Seller.

5.7 The Seller agrees to permit the Buyer to return any of the Goods which are not in accordance with the Contract at any time up to six months after delivery notwithstanding that the Goods may have already been accepted by the Buyer and the Seller shall reimburse the Buyer with the cost of returning such Goods.

6. Warranties and Liabilities

- 6.1 The Seller warrants that the Goods will at the time of delivery correspond to their description and will comply with the terms of this Contract.
- 6.2 The Seller shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out of any breach whatsoever by the Seller of this Contract.

7. Title and Risk

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

8. Law and Jurisdiction

- 8.1 This Contract is subject to the law of England and Wales.
- 8.2 All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

9. General

- 9.1 All headings are for ease of reference only and shall not affect the construction of this Contract.
- 9.2 Any provisions of this Contract which are or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions of the Contract.
- 9.3 No waiver or forbearance by the Seller or Buyer whether express or implied in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.
- 9.4 The Seller shall not assign, sub-Contract, license or otherwise dispose of any part of its rights or obligations under the Contract without the prior written consent of the Buyer.

10. Notices

Any notice requiring to be served under these Conditions shall be served as follows:

- 10.1 The Buyer at Springwood Drive, Braintree CM7 2YN or such other address as the Buyer may from time to time notify to the Seller.
- 10.2 The Seller at such address as the Seller may notify to the Buyer or in default of indication to the address from which the Goods are or were ordered or if the Seller is a company at the option of the Buyer to the Seller's registered office.
- 10.3 A properly addressed notice sent by first class post to destinations in the UK shall be deemed to have been received two days after the date of its despatch. A notice sent to any other destination shall be sent by registered air mail and be deemed to have been received seven days after the date of its despatch. Notice may also be served by fax, telex, cable or comparable means of communication and shall be deemed to have been received on the date of transmission provided that a confirming copy is sent by first class post within the UK or registered air mail outside the UK within 24 hours after the transmission.