Bushboard Limited - Terms And Conditions Of Sale

INTERPRETATION

- In these terms and conditions ("Conditions"), the following words shall have the following meanings
 "Buyer" means the person(s), firm or company who purchases the Goods from the Company

"Company" means Bushboard Limited

- Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods
 "Goods" means the goods to be supplied to the Buyer by the Company.

 ACCEPTANCE OF ORDER

- No order shall be deemed accepted until the Company issues a written acknowledgement to the Buyer or the Company delivers the Goods to the Buyer (whichever occurs earlier). The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Any modification of these Conditions and any representations about the Goods must be in writing
- and signed by a Director of the Company.

 The parties acknowledge to each other that they have not relied upon any statement or representation by the other when entering into the Contract unless expressly set out in these Conditions or incorporated pursuant to Condition 2.1.

 Each purchase order issued by the Buyer to the Company for Goods and accepted by the Company shall constitute a separate
- contract

CUMBALL

PRICES AND DISCOUNTS

All prices are exclusive of VAT and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods. The Company does not offer nor shall be deemed to

anitourist lie buyer will pay in aduluin when it is use to pay for the Goods. The Company does confined to Good to company of the Company in writing. The prices quoted by the Company are based on the cost of materials, labour hours and general overheads to be incorporated in the Goods specified in the Buyer's original enquiry. The Company reserves the right to revise prices at its sole discretion to take account of any changes in the dimensions, specifications, tolerances or quantities of Goods ordered. The Buyer must ensure that the terms of its order and any applicable specification in respect of the Goods are complete and accurate. Any quotation is valid for a period of 12 weeks only from its date, provided that the Company has not previously withdrawn it.

Payment is due in full 30 (thirty) days from date of invoice except where alternative payment terms have been advised by the

Company to the Buyer in writing.

If payment is not made in full by the due date: the Company may, without prejudice to any other rights and remedies at its option, charge the Buyer interest on any payment which has not been made within 30 (thirty) days of the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act

- 1976,
 the Company may cancel the Contract or suspend any further deliveries to the Buyer;
 the Company may appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any contract
 other than the Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer): and
- appropriation by the object, and the pindemnified the Company against all liabilities, claims, costs, damages and expenses (including but not limited to legal costs and expenses) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to Condition 6, in each case without prejudice to any other rights or remedies available to the Company. 424
- Payment shall be due whether or not property in the Goods has passed to the Buyer by virtue of Condition 6 and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the Goods has not passed. 4.3
- The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer

- DELIVERY AND RISK
 All Goods shall be delivered ex works unless otherwise agreed in writing by the Company. The Goods shall be at the risk of the
- 52
- All colors shall be delivered by works unless otherwise agreed in writing by the Company. The Goods shall be delivered by the Buyer from time of delivery. Any delivery period or date given by the Company for delivery of Goods is given as an estimate only and time of delivery shall not be of the essence. The Company shall not be liable for late delivery, howsoever occasioned. The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless written notice is given by the Buyer to the Company within 5 business days of the date when the Goods would in the ordinary course of events have been received. 5.3
- Any liability of the Company for non-delivery of the Goods shall be limited to, at its discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.
- The Buyer acknowledges that if the Company accepts any final site dimension changes and/or subsequent drawings or amendments to an order for Goods after that order has been accepted by the Company, such changes and/or amendments may impact on any delivery period set out in the Company's order acknowledgement. The Company will notify the Buyer of any revised delivery schedule as soon as reasonably practicable
- If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: risk in the Goods will pass to the Buyer (including loss or damage caused by the Company's negligence);

the Goods will be deemed to have been delivered; and

- the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

 The Buyer will provide at its expense at the point of delivery adequate and appropriate equipment and manual labour for loading the
- 5.7

OWNERSHIP

- Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds): all sums due to it in respect of the Goods; and all other sums which are or which become due to the Company from the Buyer on any account.
- 6.1.2

- all other sums which are or which become due to the Company from the Buyer on any account.
 Until such time as ownership of the Goods has passed to the Buyer, the Buyer must:
 hold the Goods on a flduciary basis as the Company's ballee;
 where physically possible (but not so as to prevent or restrict the use of the Goods by the Buyer) keep the Goods separately stored
 and identified as the Company's property;
 not destroy, deface or obscure any identifying mark on or relating to the Goods;
 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to
 the reasonable satisfaction of the Company. On request, the Buyer shall produce the policy of insurance to the Company; and
 hold the proceeds of sale of the insurance referred to in Condition 6.2.4 on trust for the Company and not mix them with any other 6.2.5

- hold the proceeds of sale of the insurance referred to in Condition 6.2.4 on trust for the Company and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

 The Buyers right to possession of the Goods shall terminate immediately if:
 the Buyer (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filled with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Intervency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer in any jurisdiction: or
- jurisdiction; or the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/fits property or obtained against him/fit, or fails to observe/perform any of his/fits obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or the Buyer encumbers or in any way charges any of the Goods; or anything analogous to the foregoing occurs in any other jurisdiction.

 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

 The Buyer crapts an irrevincable right to the Company, its apents and employees to enter any premises where the Goods are kept.
- 6.3.3
- 6.5

- passed from the Company.

 The Buyer grants an irrevocable right to the Company, its agents and employees to enter any premises where the Goods are kept or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

 TOLERANCES AND SPECIFICATION

 The description of the Goods shall be as set out in the Company's quotation, if any.

 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained on the Company's website or in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.

 Unless otherwise agreed by the Company in writing, if the Company delivers to the Buyer Goods within have dimensions within some of the dimensions.
- 5mm of the dimensions agreed by the Company for the Goods, the Buyer shall not be entitled to object to or to reject the Goods or
- Where the Company agrees to manufacture to the Goods to the exact dimensions set out in the Company's acknowledgement of order, the dimensions will conform to the tolerances ruling under BS 4965, copies of which can be obtained from the British Standards Institution.
- Where the decorative laminates and core materials used to produce the Goods permit, the Goods will comply generally with the quality specification of BS 4965. The Company does not warrant that decorative laminates will either adhere to a particular shade of colour nor be consistent with a particular colour or pattern. The Company shall not be liable for the distortion or bowing of Goods 7.5
- Colour not be Consistent wint a particular colour in patient. The Company shall have be labeled in the Buyer's transport, storage, site or installation conditions.

 The Buyer acknowledges that the Goods are intended for use in a temperate climate only, unless the Company has agreed in writing to manufacture the Goods in order to meet extremes of temperature and/or humidity either in situ or in transit. The Buyer shall indemnify and keep indemnified the Company against all liabilities, claims, costs, damages and expenses (including but not limited to legal costs and expenses) incurred or sustained by the Company as a result of the Company supplying Goods to the Buyer to the extent that such liabilities, claims, costs, damages and expenses arise as a result of the Buyer supplying Goods in accordance with any specification supplied to the Company by the Buyer.

 INTELLECTUAL PROPERTY
- All intellectual property rights in the Goods shall remain the exclusive property of the Company and/or its licensors, unless otherwise agreed in writing by the Company. Subject to the Buyer paying all monies due to the Company under the terms of the Contract and any other contract between the Company and the Buyer, the Company hereby grants to the Buyer a non-exclusive, royalty free, non-transferable licence of such intellectual property rights for the purpose of utilising the Goods in its normal course of business.

- OHALITY
- **9** 9.1 Where the Company is not the manufacturer of the Goods, the Company shall use its reasonable endeavours to transfer to the Buyer the benefit of any warranty or guarantee given to the Company in respect of these Goods. The Company warrants that (subject to the other provisions of these Conditions) upon delivery and for a period of 12 months
- 92 The Company warrants that (subject to the other provisions of these conditions) upon deliver from the date of delivery the Goods will: be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended): and comply with any agreed specification.

- 9.3.1
- comply with any agreed specincation.

 The Company shall not be label for a breach of any of the warranties in Condition 9.2 unless:
 the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier,
 within 30 days of the time when the Buyer discovers or ought to have discovered the defect; and
 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take
- place liese.

 If any of the Goods or any part thereof do not conform with any of the warranties in Condition 9.2 ("Defective Goods") the Company shall at its option repair or replace such Defective Goods or refund the price of such Defective Goods at the pro rata 9.4 Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Defective Goods to

- 9.5.4

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- Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyers expense, return the Defective Goods to the Company.

 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 if: the Buyer makes any further use of such Goods after giving such notice; or the defect arises because the Buyer failed to follow the Company's or all or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or the Buyer alters or repairs such Goods without the written consent of the Company; or that attributable to fair wear or tear, abuse, improper use or use in an environment or for a purpose for which the Goods were not designed or intended by the Company; or the defect arises as a result of the Company following the Buyer's instructions.

 If the Company complies with Condition 9.4 it shall have no further liability for a breach of any of the warranties in Condition 9.2 in respect of such Goods. in respect of such Goods.
- 9.7 Any Goods or parts thereof replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12 month period.

LIMITATION OF LIABILITY
Subject to Conditions 4, 5, 7 and 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- any breach of these Conditions; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of 10.2
- the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.
- negligence or for traudulent misrepresentation. Subject to Conditions 10.2 and 10.3 the Companys total liability to the Buyer under or connected with these Conditions for: damage to the Buyer's tangible property resulting directly from the Company's negligence or that of its employees shall not exceed £2 million for any one event or series of connected events: any other loss not covered by Condition 10.4.1 shall not exceed 125% (one hundred and twenty-five per cent) of the price
- 10.5
- any other loss not covered by Condition 10.4.1 Shall not exceed 125% (one nundred and twenty-rive per cent) of the price payable for the Goods that are the subject of the claim.
 The limits in Condition 10.4 are based on the Company's insurance cover and ability to compensate. The limits may be increased if requested but shall be subject to the Company obtaining suitable cover and may require an adjustment to the price payable for the Goods to reflect any increased premiums.
 Subject to Condition 10.3, the Company shall not be liable to the Buyer for:
 any indirect or consequential, special or punitive loss, damage, costs or expenses:
 loss of profit:
 loss of prictices:
- 1061
- 10.6.3 loss of business 10.6.4 loss of revenue: or
- 10.6.5 depletion of goodwill
- 11 11.1 FORCE MAJEURE
- The Company shall not have any liability for any loss or damage if its performance of any obligations under the Contract is The Company shall not have any liability for any loss or damage if its performance of any obligations under the Contract is delayed, hindered or prevented by any cause beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protests, traffic congestion, vandalism, interruptions in communications or power supply and mechanical breakdown, failure or malfunction of computer systems. In the event of such delay, hindrance or prevention, the Company shall be entitled to postpone delivery or performance by the duration of interference plus a reasonable start-up time thereafter, or to cancel the Contract in its entirety or partially, insofar as it has not been performed without incurring any liability for non-performance.

 TERMINATION OF CONTRACT

- IERMINATION OF CONTRACT
 The Company shall have the right to terminate the Contract at any time by giving at least 7 (seven) days' notice to the Buyer (or immediately as provided in Condition 12.1.2) in any of the following events, which termination shall be effective upon expiry of such notice (or immediately as provided in Condition 12.1.2):
 If the Buyer commits a material breach of any of the terms of the Contract and fails to remedy the same within 30 (thirty) days of
- being notified of the breach:
- being nomined or line local; immediately upon the occurrence of the events in Condition 6.3, or if any material or significant part of the Buyer's undertaking, property, or assets shall be intervened in, expropriated, or confiscated by action of any government. The Company may terminate any Contract or suspend further deliveries (without prejudice to the foregoing right of termination) if the Buyer fails to pay any sum as it falls due, unless it is the subject to a bona fide dispute and provided the undisputed 12.2 amount has been paid.

 CONSEQUENCES OF TERMINATION
- On the termination of the Contract for any reason: the Company shall not be obliged to supply any Goods ordered by the Buyer unless already paid for, and 13.1 13.1.1
- all payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

 The termination of this Contract shall not affect the respective rights and liabilities of each of the parties thereto which accrued 13.1.2
- 13.2 prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.
 - INTERPRETATION
- The Contract including these Conditions shall be governed by and construed in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- GENERAL
 The Company may sub-contract the manufacture or production of the Goods. The Company agrees that it shall be responsible for the actions or omissions of any sub-contractor used by it in connection with any of the Goods or with satisfying any of the Company's responsibilities under the Contract.
 The Buyer shall not be entitled to assign, transfer or dispose of any right, obligation or interest in or arising out of the Contract or any part of it without the prior written consent of the Company. The Company may assign the Contract or any part of it to any other person, legal entity, firm or organisation.

 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company under the Contract or not 15.1 15.2
- whether under the Contract or not. 15.4
- Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract. 15.5
- 15.6
- The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or 15.7 partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, void young linegar, invalid, void, volume in certain or a lineasonate in stant of the extent of such integrally, invalid, voidness, voidness,
- All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first
- class post or sent by facsimile transmission:
 (In case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or 16.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other (in the base of the communications to the buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

 Communications shall be deemed to have been received:
- if sent by pre-paid first class post, 2 (two) days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting): if delivered by hand, on the day of delivery: if sent by facsimile transmission on a working day prior to 4.00 pm at the time of transmission and otherwise on the next 16.2.1

Bushboard Limited

9-29 Rixon Road, Wellingborough, Northants, NN8 4BA Tel: 01933 232200 Fax: 01933 232285 email: worktops@bushboard.co.uk Registered Address: 9-29 Rixon Road, Wellingborough, Northants NN8 4BA Registered No. 3943217

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TERMS & CONDITIONS OF PURCHASE

- In these conditions the following words shall have the following meanings: "the Company" means Bushboard Limited, company number 3943217;
 - "the Contract" means the Order and the Seller's acceptance of the Order
 - "Goods" means any goods agreed in the Contract to be purchased by the Company from the Seller (including any part or parts of them):
- "Order" means the Company's written instruction to supply the Goods, incorporating these conditions;
 "Seller" means the person, firm or company who accepts the Company's Order.

 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

 In these conditions references to the masculine include the feminine and the neuter and to the singular
- 1.3 include the plural and vice versa as the context admits or requires
- In these conditions the headings will not affect the construction of these conditions APPLICATION OF TERMS

- These conditions are the only conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions. 2.1
- 2.2 Each Order for Goods by the Company from the Seller shall be deemed to be an offer by the Company to purchase Goods subject to these conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract 2.3
- and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

 These conditions apply to all the Company's purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a director or other authorized executive of the Company.

 QUALITY AND DEFECTS

- The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or 3.1
- advised by the Company to the Seller.

 The Company's rights under these conditions are in addition to the statutory conditions implied in favour
- of the Company by the Sale of Goods Act 1979. At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods at all times.
- If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.

 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods
- 3.5 and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the
- If any of the Goods fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 12. 3.6

INDEMNITY

- The Seller shall keep the Company indemnified in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with: defective workmanship, quality or materials;
- 4.2
- an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; or
- any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that 4 4 such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods. **DELIVERY**

- The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Seller shall off-load
- the Goods as directed by the Company.

 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order. 5.2
- The Seller shall invoice the Company upon, but separately from, dispatch of the Goods to the Company. The Seller shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the
- order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- Time for delivery shall be of the essence.

 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.
- If the Goods are not delivered on the due date then, without prejudice to any other rights which it may 5.7 have, the Company reserves the right to:
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- 5.7.2
- rack, the Company less was the right to:
 cancel the Contract in whole or in part;
 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
 recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods in
 substitution from another supplier; and 5.7.3
- claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to deliver the Goods on the due date. 574
- If the Seller requires the Company to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material will only be returned to the Seller at the cost of the Seller. 5.8
- Where the Company agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated. If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be
- bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.
- The Company shall not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not 5 11 been accepted for 7 days after any latent defect in the goods has become apparent.

The goods shall remain at the risk of the seller until delivery to the company is complete (including offloading and stacking) when ownership of the goods shall pass to the company PRICE

- The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- If no price is specified in the Order, the price shall not be higher than the last quoted or charged by the Seller in respect of preceding similar Orders unless agreed by the Company in writing prior to the delivery 7.2
- of Goods or supply of services.
 All Goods are to be invoiced at the price stated in the Order.
- Pallets and packaging will be presumed included in the price of Goods unless specifically excluded. No variation in the price nor extra charges will be accepted by the Company.

- Unless otherwise agreed, the Company shall pay the price of the Goods at the end of the month following the month in which the Goods are received or accepted by the Company or in which the invoice for such 8.1
- the moint in which the Goods are received or accepted by the Company or in which the invoice for such goods is received, whichever is later, but time for payment shall not be of the essence of the Contract. Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company against any amount payable by the Company to the Seller under the Contract. 8.2

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Seller shall keep in strict confidence all technical data, drawings, reports, documents, commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain and the Seller shall

- restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.
- 9.2 The Seller undertakes not to supply to any other person any items to the Company's design but to refer
- all enquiries or Orders for such items to the Company.

 The Seller will indemnify the Company against any loss, damages or costs sustained by the Seller arising out of the sale or use of Goods supplied under the Contract which are protected by patents, copyright, trade marks, registered designs or other similar protection.
- 9.4 This condition 9 shall survive termination of the Contract, however arising

THE COMPANY'S PROPERTY
Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual Materials, equipment, tools, dies, mouds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the company to the seller or not so supplied but used by the seller specifically in the manufacture of the goods shall at all times be and remain the exclusive property of the company but shall be held by the seller in safe custody at its own risk and maintained and kept in good condition by the seller until returned to the company and shall not be disposed of other than in accordance with the company's written instructions, nor shall such items be used otherwise than as authorised by the company in writing.

TERMINATION

- The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
- 11 2 1
- the Seller commits a breach of any of the terms and conditions of the Contract; any distress, execution or other process is levied upon any of the assets of the Seller; 11.2.2
- the Seller enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of 1123 in an order is made to an elective resolution is passed in its winding by (except in the purposes of manigamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Sellers undertaking or assets; the Seller ceases or threatens to cease to carry on its business; or the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the
- 11 2 4
- 11.2.5
- capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy. The termination of the Contract, however arising, will be without prejudice to the rights and duties of the 11.3 Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12 REMEDIES

- Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of this Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, 12.1 whether or not any part of the Goods have been accepted by the Company:
- to rescind the Order 12 1 1
- to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on 12.1.2
- the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller; at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any 12.1.3 defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 12.1.4
- to refuse to accept any further deliveries of the Goods but without any liability to the Seller; to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and to claim such damages as may have been sustained in consequence of the Seller's breaches of the 12.1.5 12.1.6

ASSIGNMENT

- 13.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- The Company may assign the Contract or any part of it to any person, firm or company FORCE MAJEURE 13.2

The company reserves the right to defer the date of delivery or payment or to cancel the contract or reduce the volume of the goods ordered if it is prevented from or delayed in the carrying on of its reduce the volume of the goods ordered if it's prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the company including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15 ANTI-BRIBERY

- 15.1 The Seller shall:
- comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; 15.1.1
- 15.1.2
- promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this agreement, and immediately notify the Company if a foreign public official becomes an officer or employee of the Seller or acquires a direct or indirect interest in the Seller (and the Seller warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement). 15.1.3
- officials as officers, employees or arrect or indirect owners at the date of this agreement). Without prejudice to condition 13.1, the Seller shall ensure that any person associated with the Seller who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this condition 15 ("Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms. 15.2
- 15.3 Breach of this condition 15 shall be deemed a breach, which is not redeemed within the specified period, under condition 11.2.1
- under condition 11.2.1.

 For the purpose of this condition 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 15 a person associated with the Seller includes but is not limited to any subcontractor of the Seller. 15.4

GENERAL

- Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy 16.1
- Each right of relieval of the Company whether under the Contract or not.

 If any provision of the Contract is found by any court, tribunal or administrative body of competent under those the contract is found by any court, tribunal or administrative body of competent uprisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall 16.2 continue in full force and effect.
- Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not 16.3
- be construed as a waiver of any of its rights under the Contract.

 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other 16.4 terms of the Contract.
- The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. 16.5

GOVERNING LAW AND JURISDICTION

- The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute 17.2 or claim that arises out of or in connection with the Contract its subject matter or formation (including noncontractual disputes or claims).