

# CONDITIONS OF PURCHASE

In these Conditions of Purchase:

- a) "Goods" includes services.
- b) "Purchaser" shall mean: Chas A Blatchford & Sons Ltd  
Lister Road, Basingstoke, Hampshire RG22 4AH

Unless otherwise stated in writing by the Purchaser the following conditions shall apply:

## 1 Acceptance

Acceptance of this Order shall bind the Supplier to the following conditions and no Goods shall be supplied by the Supplier their employees agents or representatives except in accordance therewith. Any variation of this order must be in writing and agreed and signed by both parties. In the case of inconsistency between the Purchaser's and Supplier's conditions the Purchaser's shall prevail. Unless otherwise expressly stated in writing the Purchaser relies entirely on the skill and judgement of the Supplier as regards all aspects of design and manufacture and accordingly no knowledge of the same by the Purchaser (whether resulting from inspection of the Supplier's processes or otherwise) or acceptance or agreement of the same by the Purchaser shall relieve the Supplier of the sole responsibility therefor.

## 2. Quality of Goods

The Goods shall conform as to quality, quantity and description with the particulars stated in this Order. Unless otherwise agreed in writing the Goods must also conform to any applicable British Standard or other European or International Standard. Nothing in these conditions nor in any conditions proposed by the supplier shall in any way prejudice the Purchaser's rights under Sections 12, 13, 14 and 15 of the Sale of Goods Act 1893 as amended.

## 3. Regulations

Without prejudice to Condition 2 hereof the Goods and information relating to them shall comply in all respects with any relevant UK and EEC laws and regulations including the Consumer Protection Acts 1961, 1971 and 1987 the Consumer Safety Acts 1978 and 1986 and regulations made under them and the Health and Safety at Work Act 1974 and shall be supplied at no extra charge with all written information required by any such laws and regulations.

## 4. Warranty and Rejection

Unless otherwise agreed in writing the Purchaser shall be under no duty to carry out any form of inspection or tests to the Goods on or after delivery. Without prejudice to any other rights and remedies of the Purchaser and whether or not such defect is revealed by the Purchaser's Goods Inwards Inspection, the Supplier shall at the option of the Purchaser either promptly replace, repair or refund the price of any Goods found to be defective within 24 months of delivery (whether such defect arises from faulty design materials workmanship or otherwise) or pay to the purchaser the cost incurred by the Purchaser in rectifying the defect. All costs in relation to rejection replacement and repair (including a reasonable administrative charge) shall be paid by the Supplier.

## 5. Delivery

Delivery shall be at the place and to the time schedule stated in this order. Time shall be of the essence of this Order. Property and risk in the Goods shall pass to the Purchaser on Delivery.

## 6. Documents

- (i) If so required the Supplier shall provide a Certificate of Conformance to Specification with each delivery at no additional cost and failure to supply such certificate will entitle the Purchaser to reject the delivery in whole or at its discretion in part.

- (ii) A packing note stating quantities and part numbers shall accompany each consignment and shall state the reference number of this Order together with the number of packages in the consignment.

**7. Insurance**

The Supplier shall insure the Goods until delivered to the Purchaser.

**8. Prices**

All prices are firm and unless otherwise agreed in writing shall include all costs including insurance to the named place of delivery. No change in price shall be made without the written consent of the Purchaser. The price shall include the cost of adequate packing for transportation. Packaging is not returnable unless otherwise agreed in writing.

**9. Payment Terms**

30 days end of month following month of delivery unless otherwise agreed in writing. All payments made by the Purchaser shall be made without prejudice to the Purchaser's right of rejection, cancellation or alteration.

**10. Cancellation**

The Purchaser reserves the right to cancel this Order in whole or in part if this Order is not completed in all respects in accordance with its stipulations and these conditions. If a contingent order on the Purchaser is cancelled the Purchaser may determine this Order immediately by giving notice in writing and shall pay a fair and reasonable sum for all work in progress up to the day upon which notice is given and which is in accordance with the stipulations and conditions of this Order and which is subsequently received by the Purchaser but shall have no further liability to the supplier.

**11. Purchaser's Property**

All items such as tools, gauges, fixtures, materials, parts and drawings and process instructions provided by the Purchaser to the Supplier or paid for by the Purchaser shall be and remain the property of the Purchaser. The Supplier shall maintain all such items in good order and condition (fair wear and tear excepted) and insure them against all risks whilst in his custody and on request shall return them to the Purchaser. The Supplier shall not use or permit the use of such items other than in connection with this Order.

**12. Confidentiality**

All information, designs, specifications and drawings provided by the Purchaser to the Supplier shall be treated by the Supplier as confidential and shall not be disclosed to any third party. The Supplier shall not sell or supply directly or indirectly to any third party any item made in accordance with the Purchaser's information, designs, specifications or drawings.

**13. Patents and other Intellectual Property**

The Supplier warrants that neither the sale nor the use of the Goods will infringe any British, European or foreign patent, trade mark, trade name or registered design or third party trade secret. The Supplier will indemnify the Purchaser and its direct or indirect customers against all loss, damage and liability (including legal costs of the Purchaser or any third party) whatsoever resulting from any actual or alleged infringement and at its own expense the Supplier shall defend or assist in the defence of any proceedings which may be brought in that connection. All patents, registered designs, copyright and other protective rights in or resulting from any design or development work carried out by the Supplier at the request of the Purchaser in the execution of this Order shall vest exclusively in the Purchaser.

**14. Indemnity**

Without prejudice to any other rights or remedies of the purchaser, the supplier will indemnify the Purchaser against:

- (i) all loss damage and liability (including legal costs of the Purchaser or any third party) whatsoever and whensoever arising caused to the Purchaser or for which the Purchaser may be liable to third parties due to faulty design materials or workmanship of the Goods; such loss damage and liability shall include but not be limited to any incurred pursuant to a judgement of a competent court or by bonafide compromise of legal proceedings or otherwise howsoever as a result of any claim made against the Purchaser under Part 1 of the Consumer Protection Act 1987 in respect of any actual or alleged defect in the Goods.
- (ii) All claims in respect of loss damage death or injury howsoever caused to any agent subcontractor employee or property of the Supplier while in or about the Purchaser's premises.
- (iii) All consequential loss or damage sustained by the Purchaser as a result of the failure of the Supplier to supply the Goods in accordance with this Order.

**15. Manufacture and Access**

- (i) The Goods shall only be manufactured at the Suppliers premises previously approved by the Purchaser unless otherwise agreed in writing.
- (ii) The supplier and his sub-contractors shall allow the Purchaser or its representatives and/or client access to the tooling, processes and goods in manufacture, where and at the time the work is in progress. The Supplier and his subcontractor shall provide unrestricted opportunity for the Purchaser to verify compliance with system procedures and conformance of materials.

**16. Assignment and Subcontracting**

The Supplier shall not assign or subcontract the whole or part of this Order without prior written agreement of the purchaser.

**17. Arbitration**

If at any time any question dispute or difference whatsoever occurs between the parties arising out of or in connection with any Order either party may give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within thirty days of receipt of such notice of some person appointed by the President for the time being of the Institution of Electrical Engineers. The submission shall be deemed to be a submission within the Arbitration Act of 1950 or any statutory modification or re-enactment thereof.

**18. Law**

These conditions and any Order placed in whole or in part subject to them shall in all respects be governed and interpreted in accordance with the laws applicable at the place of business of Purchaser.

**19. Interpretation**

As far as Purchaser has its place of business in another Country of the European Community, reference made to British (English) law \*) should be interpreted as reference to the corresponding laws applicable in such country and shall in particular include to corresponding EEC Regulations and Directives.

- \*) Sale of Goods Act 1893 as amended  
Consumer Protection Act 1961, 1971 and 1987  
Consumer Safety Acts 1978 and 1986  
Health and Safety at Work Act 1974