

CONDITIONS OF PURCHASE

1. **DEFINITIONS**
- 1.1 In these Conditions the following words shall have the following meanings:-
 - "Company" T&R Precision Engineering Limited (Company Number 4927024).
 - "Contract" any contract formed between the Customer and the Company for the sale and purchase of the Products.
 - "Delivery" the delivery of the Products by the Supplier.
 - "Delivery Address" the address stated on the Order.
 - "Order" the Company's purchase order to which these Conditions are annexed.
 - "Products" the Products or any part thereof which are to be supplied by the Supplier to the Company pursuant to the Contract.
 - "Price" the Price of the Products.
 - "Specification" the technical or other description (whether as to quantity, quality, price, weight or otherwise) of the Products shown or referred to in the Contract and any performance schedules and/or other characteristics and details contained, mentioned or referred to therein or prepared in accordance therewith.
 - "Supplier" the person so described in the Order.
- 1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect interpretation.
2. **BASIS OF PURCHASE**
- 2.1 The **Company shall purchase** and the Supplier shall sell the Products in accordance with these Conditions together with any special conditions issued by the Company to the Supplier at any time prior to or with the Order.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions submitted by the Supplier to the Company or subject to which the Order is accepted or purported to be accepted by the Supplier irrespective of their date.
- 2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Supplier.
- 2.4 Any reference in these Conditions to any statutory provision shall be construed as a reference to that provision as amended or re-enacted at the relevant time.
3. **PRICE**
- 3.1 The Price of the Products shall be as stated in the Order and, unless otherwise so stated, shall be:-
 - (a) inclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice); and
 - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Products to the Delivery Address and any duties, imposts or other levies.
- 3.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer.
- 3.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.
4. **MARKING OF PRODUCTS & TERMS OF PAYMENT**
- 4.1 The Supplier shall:-
 - (a) on despatch of the Products or completion of any work send detailed advice notes (which shall accompany the Products) and an invoice in which [VAT will be shown as a strictly net item] and there will be clearly displayed the correct Order number, quantities and relevant Product numbers.
 - (b) send by the [tenth] day of each month a statement of all invoices rendered during the previous month; and
 - (c) mark the Company's Order numbers and any Product numbers on all invoices, advice notes, statements, correspondence, packages and packing.
- 4.2 Payment, unless otherwise agreed in writing by both parties, will be made at the end of the month following the month of Delivery.
- 4.3 Without prejudice to any other remedy the Company may have, the Company may delay payment without loss of prompt payment discount if the Supplier fails to comply with the provisions of Condition 4.1.
5. **DELIVERY**
- 5.1 The Products shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Company's normal business hours of 9am to 5pm Monday to Friday.
- 5.2 The time of Delivery of the Products is of the essence of the Contract.
- 5.3 A packing note quoting the number of the Order must accompany each Delivery and must be displayed prominently.
- 5.4 If the Products are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 5.5 **The Company shall be entitled to reject** any Products delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Products until the Company has had a reasonable time to inspect them following Delivery or, if later, within a reasonable time after any latent defect in the Products has become apparent.
- 5.6 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Products, whether or not any Products are accepted by the Company.
6. **INSPECTION AND TESTING**
- 6.1 The Company's representative and any representatives of the Company's purchaser or sub-purchaser and any government department shall be entitled to inspect or test the Products at any reasonable time at the premises of the Supplier.
- 6.2 The Supplier shall give adequate notice of all tests and furnish such test certificates as the Company requires.
- 6.3 No inspection or test or failure to inspect or test shall constitute acceptance of the Products or affect any liability of the Supplier under the Contract.
- 6.4 It is a condition of this Contract that the materials and workmanship shall be of the best quality and to the relevant British Standard Specifications except where some alternative standards are specified and agreed in writing by both parties.
7. **RISK AND TITLE**
- 7.1 Risk of damage to or loss of the Products shall pass to the Company upon Delivery.
- 7.2 Title to the Products shall pass to the Company upon Delivery unless payment for the Products is made prior to Delivery in which case the Seller shall immediately appropriate the Products to the Contract whereupon title in the Products shall pass to the Company.
8. **FREE ISSUE MATERIAL**
- 8.1 **All materials including, without limitation, any raw materials, drawings, patterns, gauges, samples and specifications and all intellectual property rights therein (the "Materials") made available by the Company in connection with the Contract shall be and remain the property of the Company and the Supplier shall:**
 - (a) keep the Materials in good order and condition and be responsible for any loss or damage to them;
 - (b) use the Materials only for the purposes of the Contract;
 - (c) return the Materials carriage paid to the Company upon the Company's request at any time or if no request is made upon completion of the Contract;
 - (d) not copy, loan or disclose the Materials to any parties without the Company's prior written approval.
9. **WARRANTIES AND LIABILITY**
- 9.1 The Supplier warrants to the Company that the Products:-
 - (a) will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
 - (b) will be free from defects in design, material and workmanship;
 - (c) will correspond with any relevant Specification or sample; and
 - (d) will comply with all statutory requirements and regulations relating to the manufacture, packaging and Delivery of the Products.
- 9.2 The Supplier warrants to the Company that the Contract will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable or the Company to expect in all the circumstances.
- 9.3 If the Products and/or their supply and/or use are the subject of statutory or other safety regulations the Supplier shall provide to the Company all certification or other information required by the said regulations or deemed necessary by the Company to verify compliance with the same.
- 9.4 The Supplier shall comply and assist the Company with any specific quality assurance or safety programme adopted by the Company and shall permit access by and facilities for authorised representatives of the Company and/or its Customers at all reasonable times to inspect any premises where Products to be purchased by the Company are manufactured, produced or stored, and to examine materials to be used in such manufacture and/or production and all costs and expenses thereby incurred shall be borne by the Supplier. **Following such inspection and examination the Company shall be entitled to make recommendations to the Supplier in respect of the manufacture, production or storage of the Products which the Supplier shall put in force forthwith upon its receipt of such notification.** For the avoidance of doubt, any such compliance, assistance, inspection or examination shall not derogate from the Supplier's other obligations under these Conditions.
- 9.5 Without prejudice to any other remedy, if any Products do not comply with the Order, then at the option of the Company:-
 - (a) the Supplier shall repair the Products within 7 days; or
 - (b) the Supplier shall supply replacement Products in accordance with the Contract within 7 days; or
 - (c) whether or not the Company has previously required the Supplier to repair the Products or to supply any replacement Products) the Company may treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 9.6 The Supplier shall be at all times adequately insured with a reputable insurer against all insurable liability and shall produce evidence of such insurance upon request.
10. **INDEMNITY**
- 10.1 The Supplier shall be liable for and shall indemnify the Company from and against all liabilities, losses, costs, damages, Claims and expenses (including legal expenses and any and all consequential loss or damage) incurred by or made against the Company which would not have been caused or made had the Supplier fulfilled its express or implied obligations under the Contract including, but not exclusively:-
 - (a) in respect of any breach of warranty given by the Supplier in relation to the Products;
 - (b) in respect of death or personal injury, loss of or damage to property and all sums expended by the Company in securing alternative supplies of all or any of the Products (including any sum expended by reason of any increase in costs thereof and compensation for any loss to the Buyer caused by any consequent delay); and
 - (c) arising out of the acts and omissions of the Seller, its sub-contractors or their respective employees or agents.
- 10.2 The Supplier shall also be liable for and shall indemnify the Company from and against any claims for infringement of any letters patent, copyright, registered design or trade mark or other intellectual property rights by reason of the use or sale of the Products supplied, (save to the extent that the same shall have been manufactured or produced in accordance with any Specification or design supplied by the Company), and against all losses, costs, damages, expenses and/or claims for which the Company may become liable as a result of such claims for infringement.
11. **TERMINATION**
- 11.1 The Company shall be entitled to terminate the Contract (in whole or in part) without liability to the Supplier by giving notice to the Supplier at any time if:-
 - (a) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - (b) an encumbrance, takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - (c) the Supplier ceases, or threatens to cease, to carry on business; or
 - (d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier or the Company receives information which leads the Company reasonably to believe that the Supplier will be unable to complete the Contract satisfactorily and on time and notifies the Supplier accordingly.
- 11.2 If the Company terminates the Contract the Supplier shall return to the Company all payments already made for the rejected Products. The Company may at its discretion elect to keep any Products previously delivered by the Supplier and the Company shall pay the Supplier for them at the Contract rate but otherwise no compensation shall be payable to the Supplier on termination or rejection.
12. **ASSIGNMENT AND SUB-CONTRACTING**
- 12.1 The Supplier shall not assign or sub-contract the Contract in whole or in part without the prior written consent of the Company and it shall be a condition of any such consent to any sub-contracting of the Contract that the Supplier shall:-
 - (a) ensure and be responsible for the compliance by any sub-contractor with the terms of the Contract;
 - (b) include in the sub-contract provisions consistent with these Conditions for the benefit of and enforceable by the Company; and
 - (c) furnish the Company with copies of any sub-contract upon the Company's request at any time.
- 12.2 The Company may assign the Contract or any part of it.
13. **GENERAL**
- 13.1 The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purposes.
- 13.2 **Any notice or other document to be served under this Contract must be in writing and may be delivered or sent by pre-paid first class letter post to the party to be served at that party's address above or at such other address as that party may from time to time notify in writing to each other party hereto. Any notice or document shall be deemed served if delivered by hand, at the time of delivery and if posted, forty-eight hours after posting. In proving service (without prejudice to any other means) by post, it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this Condition.**
- 13.3 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.