

Standard Conditions of Purchase

ENGINEERING CONTROL SUPPLIES LIMITED

(Herein after called the Company)

In the context of these conditions the word "Supplier" or "Contractor" will be construed as the recipient of any order issued by the Company.

The word "Goods" means the articles or materials and the word "Services" means the work described on the order

1. OFFER
 - a. This order constitutes an offer on the part of the Company, which must be accepted in writing by the supplier or contractor within 14 days from the date of the offer.
 - b. Such acceptance shall also indicate to the Company that sufficient liability insurance as is necessary is currently in force and will remain in force for the period that this order requires.
2. ACCEPTANCE
 - a. Acceptance of an order will be deemed to bind the Supplier or Contractor to the following terms and conditions and no goods and services shall be supplied or performed by the Supplier or Contractor, their employee's agents, or representatives, except in accordance therewith. In the case of any conflict between these conditions and those of the Supplier or Contractor these conditions shall prevail, except by mutual agreement signed by both parties.
3. QUALITY AND DEFECTS
 - a. All goods and services shall be of the very best quality and subject to the Company's approval, and must meet the governing specification as to quantity, quality, standard or description.
 - b. The Company reserves the right to reject any goods or services which are faulty or do not conform to the quantity, quality standard or description as specified in the order at any time up to 12 months from delivery. The Company may return rejected goods at the Supplier's or Contractor's risk and expense.
4. INDEMNITY
 - a. The property in the goods shall pass to the Company when the goods are delivered to the premises of the Company whether payments shall have been made thereto or not.
 - b. The supplier or Contractor in relation to the goods or services shall do all things necessary to carry out its obligations under the Health and Safety at Work Act 1974, or later revision, and any amendments or re-enactments thereof and under any regulations made or codes of practice approved and issued thereunder.
 - c. The Supplier or Contractor will indemnify the Company against consequential loss or damage sustained by the Company, or for which the Company may be liable, as a result of the failure of the Supplier or Contractor to perform the work or supply the materials in accordance with the terms of this order.
 - d. The Supplier or Contractor will indemnify the Company against all claims of death or injury, howsoever caused, to any of the employee's, or those of the agent of subcontractors, of the Supplier or Contractor, while in or about the Company's sites or works or other place of business.
 - e. The Supplier or Contractor will indemnify the Company against loss or damage, or injury whatsoever and whensoever arising, causing to the Company or for which the Company may be liable to third parties, due to defective workmanship or unsound quality of the goods or services supplied.
5. HEALTH AND SAFETY AT WORK ACT
 - a. The supplier or Contractor in relation to the goods or services shall do all things necessary to carry out its obligations under the Health and Safety at Work Act 1974, or later revision, and any amendments or re-enactments thereof and under any regulations made or codes of practice approved and issued thereunder
6. DELIVERY
 - a. In the event of the Company's requirements for the for the goods or services to be cancelled, delayed, interrupted or otherwise restricted by 'force majeure', industrial disputes or any other cause whatsoever beyond the control of the Company or if the Supplier or Contractor fails to meet delivery dates then the Company shall be at liberty to defer the date of delivery or performance of service or cancel to the order.
 - b. The goods are to be suitably and adequately packaged sufficient to ensure that they reach the Company in good condition. Any damage to goods caused during delivery by whatsoever cause shall be the responsibility of the Supplier.

- c. The Company retains the option to cancel the order in the event that the delivery is scheduled to arrive at or is delivered to the Company's premises 30 days or more from the agreed delivery date on the order.
- d. In the event that the Company does not specify a particular method of shipment then the Supplier or Contractor may despatch at its own liability by the most economical means.
- e. Time is of the essence.

7. PRICE

- a. No upward variation in price will be accepted.
- b. Where goods are subject to purchase or value added tax the amount legally demandable is to be rendered as a separate item of account, and if required by the Company, the Supplier or Contractor shall produce bona fida evidence of the amount paid or to be paid by them in respect thereof.
- c. The Company reserves the option to deduct from any monies due or becoming due to the Supplier or Contractor from the Company in respect of goods or materials supplied or services rendered by the Supplier or Contractor.

8. BREACH

- a. Any breach of any terms of an order by the Supplier or Contractor, either regarding time of delivery or otherwise (whether the Company has accepted the goods or services or any part thereof, or not, and whether the property in the goods or services has passed to the Company or not) shall entitle the Company at its option either to treat the order as repudiated or to treat any such breach as a breach of warranty, giving rise to a claim for damages. Failure or delay to exercise rights or remedies, under these or any mutually agreed terms, shall not constitute waiver of said rights and remedies.

9. PAYMENT

- a. Payment for the goods or services rendered for the purpose of meeting an order placed on the Company will be made as and when the Company receives payment for the goods supplied or the services rendered by the party who placed such order on the Company.

10. CANCELLATION

- a. The Company may cancel this order at any time by giving the Supplier or Contractor notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of cancellation, which is subsequently received by the Company. The Company shall not be liable for any loss to the Supplier or Contractor.

11. PATENTS ETC.

- a. The Supplier or Contractor warrants that the design, construction and quality of any goods to be manufactured or supplied by him or them comply in all respects with any statute, statutory rule or order or regulation which may be in force at the time and further that the sale or use of the goods by the Company would not infringe any British or Foreign patents, trade marks, trade name or registered design. The Supplier or Contractor undertakes to indemnify the Company against loss, damage, costs or expenses which the Company may suffer or incur by reasons of any breach of said warrants.

12. KNOW-HOW AND TECHNICAL INFORMATION

- a. The Supplier or Contractor shall not (except in the proper performance of its duties hereunder) during or after completion of its contract with the Company, disclose to any person whatsoever or seek to exploit in any manner any information relating to the Company or its business or know-how or trade secret of which the Supplier or Contractor shall become possessed. The ownership of and the sole right to obtain copyright or patents or register design or other protection for any know-how or design or other technical information including the result of any research or development work under any contract between the Company and any Supplier or Contractor shall be And remain in the Company.

13. ASSIGNMENTS

- a. The Supplier or Contractor shall not without written consent of the Company assign, transfer, or sub-let the contract or part thereof or for any part of the goods of which the makers or Suppliers are named in the order.
- b. The Supplier or Contractor shall treat this order and all designs, drawings, specifications and information supplied thereon as confidential and shall not disclose the same to any third party without the Company's written consent or infringe any copyright, patent, trademark, tradename or registered design vested in the Company.
- c. These conditions and any contract to which the conditions apply shall be subject to, and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts in any matter which may arise hereunder.