



TERMS & CONDITIONS OF PURCHASE

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Definitions:

To avoid misunderstanding the following terms are clarified:

- (a) "the Purchaser" means H.V. Wooding Ltd
- (b) "the Seller" means the Company, Firm or representative of the Company or Firm with whom the contract is made.
- (c) "the Goods" means the goods and services agreed to be supplied under the contract.
- (d) "the Order" means the written order issued by the Purchaser.

Application:

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied upon by the Seller, whether in negotiation or at any stage in the dealings between the Purchaser and Seller with reference to the Goods to which this contract relates. Without prejudice to the generality of the foregoing, the Purchaser will not be bound by any standard or printed terms furnished by the Seller in any of its documents unless the Seller specifically states, in writing, separately from such terms that it intends such terms to apply and the Purchaser acknowledges such in writing.

Variation:

Neither the Purchaser nor the Seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf by an authorised representative and always prior to the transaction.

Specification, Description, Sample:

The Goods will be in conformity with the specifications, drawings, samples or other descriptions of the Goods contained or referred to in this contract.

Quality:

The Goods will be of merchantable quality and free from defects in material or workmanship.

Fitness for Purpose:

If the purpose for which the goods are required is made known to the Seller expressly or by implication, the Goods shall be fit for that purpose.

Quality Assurance:

The Purchaser, its Customer or Agent shall be allowed reasonable access to the Seller's premises for the purpose of inspecting the goods and the manufacturing process to ensure that they are fit for that purpose.

Patents, Trademarks, Etc:

The seller shall indemnify the Purchaser from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered designs, trademarks or copyright arising out of the sale or use of any goods supplied under this contract, provided always that the seller shall not be required to indemnify the Purchaser against such infringements where the Goods are supplied to the particular design or specification of the Purchaser.

Price:

The prices stated in this order are firm.

Payment:

The purchaser shall pay for the goods 60 days after the end of the month in which the Goods are received or in which the invoice for such Goods is received; whichever is the later.

Risk:

The Goods will be delivered at the Seller's risk. This applies unless the purchaser has arranged to collect the goods from the seller.

Time:

The time stipulated for delivery shall be of essence.

Property:

The property of the Goods shall pass to the Purchaser when the Goods have been delivered to the Purchaser or collected by the Purchaser.

Force Majeure:

Neither the Seller nor the Purchaser shall be liable to the other for any failure to fulfil its obligations under the contract if such a failure is caused by circumstances beyond its reasonable control.

Rejection:

If any of the Goods or the packages containing the same do not comply with the Order or with any term of this contract including quantity, quality or description and also all current statutory and common law requirements, the Purchaser shall be entitled to reject those goods or any part of them at any time after delivery irrespective of whether the Purchaser has accepted them. Any acceptance of such Goods by the Purchaser shall be without prejudice to any rights that the Purchaser may have against the Seller. The Purchaser shall be entitled to return any rejected Goods, carriage forward, to the Seller at the risk of the Seller.

Non-Delivery:

If the Seller does not deliver the Goods or any part thereof within the time specified in the contract, the Purchaser shall be entitled to terminate the contract, purchase other Goods of the same or similar description to make good such default and recover from the Seller the amount by which the cost of so purchasing other Goods exceeds the price which would have been payable to the Seller, in respect of the Goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

Indemnity:

The Seller shall indemnify the Purchaser against all claims, cost, expense, loss or damage whether direct or consequential which the Purchaser may suffer howsoever arising from the Seller's breach of any of its obligations under this contract including all statutory and common law requirements, particularly health and safety, product liability and consumer protection requirements. (Health & Safety at Work Act 1974 as amended and the Consumer Protection Act 1987).

Assignment and Sub-contracting:

The seller shall not assign or transfer the whole or any part of this contract or sub-contract the production or supply of any Goods to be supplied under this contract without the prior written consent of the Purchaser.

Effect of Legislation:

If any of these conditions or any part of one of these conditions is rendered void by any legislation to which it is subject, it shall be void to that extent and no further.

Law:

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of contract.

Approved By: Commercial Director

Approval Date: 25/08/2011

H. V. WOODING LTD