

Standard Contract Conditions of Purchase

- (1) No payment shall be due prior to the date stipulated by us for the delivery of the goods or the carrying out of the work; we reserve the right to store, reject or to return to you any goods delivered prior to the said date stipulated by us for delivery and to deduct from the contract price therefore (or to charge to you) the cost of such storage or the cost of the return of the goods to you whichever the case may be. The goods must be delivered in the quantities and at the time stated in the order, though we reserve the right to adjust our specified rate of delivery at any time.
- (2) This order or any part thereof must not be sub-contracted or assigned by you without our written consent, nor shall you assign any rights or claims you may have under this order without such consent. Where consent to a sub-contract is given, you shall be responsible for your sub-contractors in all respects.
- (3) All goods supplied or work carried out must conform to the specification or specifications mentioned on our sample furnished herewith and in any event be merchantable and free from defect in material and workmanship.
- (4) You warrant that all goods supplied or work carried out in pursuance of this order will be fit and suitable for the purpose for which they were designed and/or required. It is understood that we are relying on your skill and judgement to select and/or furnish suitable goods and/or to carry out suitable works.
- (5) Should any defect occur in the goods supplied or works carried out within a year of delivery or completion of the work or within such a period of time as may be stated on our order, you are if so requested to make good forthwith, on being given notice that defects have been discovered, by replacement, or repair (at our option) free of charge. We shall, however, have the right to remedy the defects ourselves or to have them remedied by some other party but you shall, in the event, reimburse us the cost of the work thereof. This condition is without prejudice to other legal remedies, including the right to recover damages for consequential loss.
- (6) We shall be entitled to inspect the goods the subject of this order during manufacture and upon delivery. The goods shall not be deemed to be accepted until twenty-eight (28) days after delivery, during which period we shall have the right to reject the goods if they are in breach of these conditions or defective. Where goods are rejected they will be removed by you forthwith at your own expense. The risk in such rejected goods shall pass to you immediately you are notified of such rejection.
- (7) Unless otherwise agreed no charge is to be made for shipping, transport or delivery and cases. Pallets and packing materials are to be supplied free of charge. Where requested in writing empties will be returned at your expense but no liability whatsoever will be accepted by us in respect of such empties.
- (8) No variation or amendment of this order shall be binding upon us unless issued or confirmed on our official printed order or agreed to in writing signed by our duly authorised representative.
- (9) EMCBE must comply with the Freedom of Information Act 2000. Consequently, we may be required to disclose information we hold on your organisation or that which is generated during the tender or contract process, to anyone making a request. If you consider any of your submitted information to be sensitive, then this should be stated, with the reason for considering it sensitive. We will where possible consult with you and have regard to your

comments and objections prior to responding to any request received under the Freedom of Information Act, to ensure we do not release information that is genuinely confidential.

- (10) If the use or disposition of the goods the subject of this order shall constitute a violation of Letters Patent or Registered Design and we or any person claiming title from us shall sustain any loss or damage whether costs, charges, expenses or damages in connection with such claim you shall indemnify us or such person against the amount of such loss or damage. You shall not be liable under this clause if any such infringement is due solely to your manufacture of goods strictly in accordance with any designs, plans or specifications supplied by us.
- (11) You will indemnify us against any loss or damage to our property and against any claims in respect of loss, damage or injury (including death) made against us by third parties and any costs and expenses arising in connection therewith, resulting from your failure to comply with these conditions or your execution of this order (whether negligent or otherwise) and in particular but without prejudice to the generality of the foregoing and in consequence of a defect in the goods or their material construction, workmanship or design. You shall insure any material or property which we may supply to you in connection with our order against any damages which may occur to the same through fire or any other cause whilst in your custody or control.
- (12) Neither the inspection nor acceptance of the subject matter of this order (nor the payment therefore) nor any failure on our part to insist upon the strict performance of any term(s) and/or condition(s) of this order shall be deemed to be a waiver either of any rights and/or remedies we may have by virtue of the terms and conditions of this order or of any subsequent default on your part.
- (13) If you fail to proceed with the performance of this order or to make delivery or complete the work within the time specified or where no time is specified, within a reasonable time or if we shall have a reasonable doubt as to your ability to complete this order we may terminate this order or such part or parts hereof as to which there has been delay or any such doubts. If any goods delivered or work carried out in pursuance of this order fail to comply with any of these conditions we may cancel this order as to all goods undelivered or work not completed. These rights shall be in addition to and without prejudice to any other rights or remedies we may have under these conditions or for breach of contract.
- (14) We reserve the right at any time upon fourteen (14) days notice in writing to vary this order. If such variation involves an increase or decrease in the amount of goods or work specified in the original order or in the cost or time for delivery or performance a fair and reasonable adjustment shall be made in the contract price and/or the delivery schedule and you shall give us all necessary facilities and information to assist us in agreeing such adjustment(s). Any claim for adjustment under this condition must be received by us within thirty (30) days of the date of the change is ordered.
- (15) Our order may be determined at any time by our giving your fourteen (14) days' prior notice in writing whereupon production on such order shall be stopped. A fair and reasonable price shall be paid for all work in progress at the time of such determination and subsequently received by us and you shall afford us all necessary facilities for ascertaining the extent of such work in progress. Save as aforesaid we shall not be liable for loss of anticipated profits or for any consequential loss whatever. In the event of such termination all claims should be rendered within two (2) months of the written notification after which claims will only be met in exceptional circumstances.
- (16) All terms of the contract resulting from your acceptance of this order are set out herein. Unless any terms discussed or arising from the previous course of business between us are specifically incorporated into the order they shall not form part of the contract. Any written

acceptance of the order (unless clearly stated on its face to be a counter offer) or delivery of the goods shall be an unconditional acceptance of the order, and no printed condition appearing on an acceptance form (other than our acknowledgement) delivery form or other documents emanating from you shall have any effect whatsoever except insofar as they confirm the terms of this order and the conditions set forth herein.

- (17) We shall not be liable for any representation made or purported to be made by us or on our behalf prior to this order of your acceptance thereof and you acknowledge that your acceptance of this order has not been induced by any such representation.
- (18) This order shall not be used for advertisement or publicity purposes without our written consent.
- (19) Payment against a Purchase Order will be made by CHEQUE within 30 days of receipt of a correctly rendered invoice. Supplier's invoice must be addressed to the details indicated on the Purchase Order and the full Purchase Order number quoted. EMCBE shall not be held responsible for delays in payment caused by the supplier's failure to comply with invoicing instructions.
- (20) You shall comply with all European and UK Legislation and Statutory Codes of Practice relating to equality of opportunity as are in force and as may be amended, extended, re-enacted or consolidated from time to time, including (but without limitation), the Race Relations Act 1976.
- (21) This order and any contract arising there from shall be governed and construed in accordance with English Law and you agree to submit to the jurisdiction of the Courts of Law in England in respect thereof and nothing in these conditions shall prejudice our warranty (express or implied) or right or remedy to which we are entitled in relation to the material goods or work ordered by virtue of status and/or common law.