

1. DEFINITIONS & INTERPRETATIONS

The definitions and rules of interpretation in the clause apply in this agreement to any contract of which these conditions form a part to the exclusion of any conditions of order or purchase by The Buyer or any other standards, specifications, conditions or particulars of adopted by The Buyer:

Business Day	A day (other than a Saturday, Sunday or Public Bank Holidays) on which commercial banks are open for general business in London.
Buyer	Any person authorised by the <i>Company</i> to issue purchase orders to the <i>Supplier</i> .
Company	Armfield Ltd
Delivery	The agreed time for delivery of the Goods as requested by the <i>Company</i> and the performance of services in accordance with the Order.
Drawing	Any technical drawings, illustrations or sketches provided by the <i>Company</i> to the <i>Supplier</i> in either electronic or hard copy format in connection with the Order.
Goods	The goods, products, components, materials, designs, engineering and services supplied by the <i>Supplier</i> pursuant to the Order.
Governing Law	All contracts shall in every respect be governed by English Law and shall be deemed to have been made in England and the English Courts shall have jurisdiction in connection therewith or in connection with any question arising hereunder.
Order	The agreement for the purchase and sale of Goods in the form of a written purchase order between the <i>Company</i> and the <i>Supplier</i> , to which these conditions apply.
Specification	The technical requirements and or description of the Goods and or <i>Supplier's</i> proprietary specification defined in the Order.
Supplier	Any person, <i>Company</i> or entity who engages the <i>Company</i> in the procurement of goods and/or services, whether direct <i>Supplier</i> or sub-contractor.
Technical Representative	Any person appointed by the <i>Company</i> to act on its behalf in a technical capacity. This includes, but not exhaustively comprises; Technical Director, Designer, Engineer, and Quality Inspector.

2. APPLICATION

These Conditions are a provisional part of the Order and shall apply except to the extent that they may be inconsistent with any Special Conditions appearing on the face of or otherwise incorporated in, the Order which shall have precedence over these Conditions. Such Special Conditions and these Conditions shall govern the Order to the exclusion of any other terms and conditions and shall not be varied except with the written agreement of the *Company* and the *Supplier*.

Where possible, any disputes that arise between the *Company* and the *Supplier*, including those that are only regarded to as such by one of the parties, shall be resolved through proper consultation. In the event that the parties are unable to resolve a dispute that has arisen between them, said dispute shall be referred to the competent Court under Governing Law.

3. ORDERS

- (i) The *Supplier* must accept the Order within 48 hours of the date on which the Order was placed or such other period as the *Company* may agree in writing. Failure to do so will give the *Company* the right to cancel the Order.
- (ii) The *Company* will not accept responsibility for any Goods unless supplied in accordance with an issued Order duly signed by a Buyer of the *Company*.

4. DELIVERY

- (i) Delivery shall be strictly in accordance with the Order. The *Company* will have the option to cancel the Order, in part or in whole, without liability to the *Company* where delivery is not made on the date specified, without prejudice to any other right or remedy which the *Company* may have. The *Supplier* shall not be liable for delays in delivery due to causes beyond the *Supplier's* control and without the *Supplier's* fault or negligence provided that the *Supplier* promptly notifies the *Company* of any delay or anticipated delay as soon as it is known and resumes performance as soon as it is possible thereafter. However, if such delays, particular unannounced, exceed 1 week the *Company* shall be entitled to cancel the Order without liability to the *Company* except in respect of Goods already delivered to the *Company* prior to such cancellation.
- (ii) External factors outside the *Company's* control, including but not restricted to, Acts of God, fire, flood, strikes and lockouts may permit the *Company* to wholly or partly suspend acceptance of the Order.
- (iii) Goods must be delivered carriage paid in accordance with the instruction on the face of the Order and at the *Supplier's* own risk.
- (iv) All Goods must be properly and securely packed. The *Company* shall not pay for packing cases or containers but will return them to the *Supplier* if so requested.
- (v) Without prejudice to the *Supplier's* other obligations herein and unless otherwise agreed in writing, title to the Goods shall pass to the *Company* upon delivery at the *Company's* premises.
- (vi) Any packaging that is incomplete or damaged may be refused.
- (vii) Large deliveries shall be announced one day in advance at the latest.
- (viii) The *Company* accepts no liability or risk for the carriage of Goods for delivery, where said carriage is included in the delivery.

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5. QUALITY AND INSPECTION CONDITIONS

The *Company's* clients are some of the most prestigious institutions that are of the highest quality. As such, the *Company* demands the same high quality in the Goods delivered by its *Supplier's*.

- (i) The Goods shall be subject to the following Quality Assurance Conditions in the case of any Order.
 - (a) The Goods shall be subject to Inspection by the *Company* on receipt.
 - (b) The Goods shall be accompanied by a Certificate of Conformity, where applicable.
 - (c) The Goods shall be accompanied by a Mill Certificate, where applicable.
 - (d) The Goods shall be accompanied by a current Material Safety Data Sheet, where applicable.
- (ii) The *Company* reserves the right to visit the *Supplier's* premises and/or its sub-contractors premises at any reasonable time to check the progress of the Goods and the Technical Representative, or any inspector or representative of the customer of the *Company*, or *Company's* agent concerned, shall be entitled on the authority of the *Company* to inspect the Goods which are the subject of the Order at any reasonable time at the *Supplier's* premises or at the premises of permitted sub contractor(s).
- (iii) In the event that it is not possible to effect an inspection as referred to in Clause 5. (ii) at the time agreed upon, due to the actions of the *Supplier*, or if an inspection is to be repeated, all subsequent costs arising for the *Company* shall be borne by the *Supplier*.
- (iv) If, further to an inspection, the *Company* has good reason to fear that the *Supplier* will fail in the performance of its obligations, the *Supplier* shall be obliged, even where it declares itself willing to perform said obligations, to immediately provide sufficient security, in the form required by the *Company*, and, where necessary, to increase this to include any loss to be sustained by the *Company*. It shall do so, up to a maximum of the value of the Goods to be purchased.
- (v) In the event that the Goods delivered are rejected, the *Supplier* shall ensure that said Goods are repaired or replaced within a period of 5 working days. Where the *Supplier* fails to comply with this obligation within the aforementioned period, the *Company* shall be entitled to purchase the Goods required from a third party, or instruct a third party to do so, at the expense and risk of the *Supplier*, up to a maximum of the value of the Goods to be purchased.
- (vi) In the event that the *Supplier* fails to collect the rejected Goods within 5 working days, the *Company* shall be entitled to return said Goods to the *Supplier*, at the *Supplier's* expense.
- (vii) In order to ensure that quality is achieved and maintained, the *Company* reserves the right to request information about the *Supplier* and/or the *Supplier's* producer from the *Supplier* and/or the *Supplier's* producer.
- (viii) The *Supplier* shall guarantee that all Goods shall be free of design faults, production faults and/or material faults and shall be in perfect condition, free of any damage.
- (ix) The *Supplier* shall guarantee that all Goods used shall be in accordance with the Specification mutually agreed upon.
- (x) The *Supplier* shall guarantee that all Goods are new, have not been used before and have been produced specifically for the Order.
- (xi) The *Company* reserves the right through its own Quality Inspection Procedures to reject any of the Goods which do not comply with the Specification or which are not of sufficient quality or do not reach approved standards of design, material, or workmanship or which are not in accordance with the *Supplier's* samples approved by the *Company*. The *Company* may return such rejected Goods to the *Supplier* at the *Supplier's* expense and risk and the *Supplier* shall, at the *Company's* option, credit the value of such Goods to the *Company* or supply replacement Goods free of charge, within a reasonable time and without prejudice to any further remedies by way of damages or otherwise which the *Company* may have against the *Supplier*.
- (xii) The provisions of Clause 5 (ii) do not, in any respect, absolve the *Supplier* of its responsibility for ensuring that all Goods are of new manufacture and are in accordance with Drawings and Specifications and are up to the highest standards of workmanship.

6. ADVICE AND RELEASE CERTIFICATES

The *Supplier* shall;

- (i) On the day of despatch of each consignment send by email all paperwork relevant to the Order, as outlined in Clause 5. (i), as well as copies of any commercial invoice(s) and any other documentation as may be indicated by the terms of the Order.
- (ii) Provide copies of the Original Manufacturer's Certificate(s) of Conformity together with a copy of the Original Mill Test Report(s) reporting full Chemical Analysis and Physical Properties.
- (iii) On all accompanying documentation, clearly mark the *Company's* Order number and item number of each consignment on the package, packing note, Certificate of Conformity and all related documentation.
- (iv) Provide Certificates of Conformity annotated that "The whole of the Goods detailed hereon have been tested and inspected and unless otherwise stated above, confirm to the full requirements of the appropriate Drawings/Specifications and Order." The *Supplier* shall ensure that each such Certificate is signed by the approved signatory of the *Supplier* responsible for Quality Assurance.

7. PRICE

- (i) No alteration to the price(s) may be made, without the written consent of the *Company*, where prices have already been agreed. Where prices are still to be agreed at the time the Order is placed, quotations must be submitted by the *Supplier* and confirming amendments be issued by the *Company* before invoices are rendered.
- (ii) Any indirect charges which have been agreed pursuant to Clause 4. (iii) shall be separately detailed in any invoice.
- (iii) No price increase(s) shall be accepted unless prior written notification has been given to the *Company* at least 3 months in advance. The sending of said increase(s) does not deem acceptance by the *Company* and the *Company* reserves the right to dismiss or enter into negotiations with the *Supplier* without prejudice to open and pending Orders.
- (iv) Should the *Supplier* request advance payment of the Goods for amounts greater than £20,000, the *Company* will request security of the *Supplier*, by way of a bank guarantee.

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8. INVOICES

All invoices should be submitted by the 5th working day of the month following the month of delivery and should stipulate Order Number, Item, Part and Drawing Numbers, Description, Quantities, Unit Prices and Weights.

9. TERMINATION

(i) For Default;

In the event of breach of non-observance of any of these conditions the *Company* may give the *Supplier* written notice of such breach or non observance and the *Supplier* shall have 7 days from receipt of such notice in which to rectify the breach or nonobservance. If, in the event of such notice, the *Supplier* should fail to rectify, then the *Company* shall have the right to give the *Supplier* notice forthwith terminating the Order and shall be free of liability to obtain the Goods from another source. The *Supplier* shall indemnify the *Company* from and against any excess cost resulting from the termination of the Order and the arrangement of another source of supply of the Goods.

(ii) For Insolvency;

Should the *Supplier* (wherein a named individual, sole trader, limited, public or private business) have any distress or execution levied upon a substantial part of its property or assets, or offer to make or make arrangement with its creditors, or commit any act of bankruptcy, or have a petition for winding up the said business presented, such winding up in either of the above cases being other than for the purpose of a bona fide amalgamation or reconstruction or should the *Supplier* have a receiver of its undertaking appointed or make a general assignment of its assets for the benefit of its creditors, then the *Company* reserves the right to give the *Supplier* written notice forthwith, terminating the Order without liability to the *Company*, except in respect of Goods already delivered to the *Company*, prior to such termination.

(iii) For Convenience;

(a) The Order may be terminated by the *Company* at any time, in whole or part, by delivery to the *Supplier* of a notice of termination. In the event of such notice being issued, the *Supplier* shall stop work forthwith and comply with any directions with regard to the Goods, which may be given by the *Company*. Subject to the *Supplier* submitting, within six months from the effective date of termination his termination claim, in the form prescribed by the *Company* in the notice of termination, the *Company* undertakes to pay a fair and reasonable price for all Goods accepted, up to the time of termination.

(b) Such payments made for Goods accepted, with any sums paid or due or becoming due to the *Supplier* under the Order, shall not exceed the total price of the Goods under the Order.

(iv) Any termination of the Order shall not prejudice any rights which may have accrued to either party.

10. PATENTS

(i) Except where the Goods are manufactured to Drawings supplied by the *Company*, the *Supplier* will indemnify the *Company* against any action, claim or proceeding, relating to infringement or alleged infringement (whether by manufacturing, use, sale or otherwise) of any patents or registered design or other industrial property right arising in connection with Goods supplied against the Order and to indemnify, in like manner, any customer of the *Company*, in cases where their equipment incorporates the *Supplier's* Goods.

11. INSURANCE

Where the *Supplier* is required to perform services of construction, installation, consultancy, repair and/or servicing on the premises of the *Company* or on premises prescribed by the *Company*, the *Supplier* agrees to effect and demonstrate Public Liability Insurance cover to an amount of no less than £5 million per event, in respect of loss, damage or injury to property or persons.

12. *Supplier's* DOCUMENTATION

The *Supplier* will provide the *Company* with all present and future instructions relating to the use of Goods and in particular draw attention to any dangers or concerns which may be met with on their handling or application, or in their use in final application. All relevant operational instructions and Material Safety Data Sheets must be supplied at the point of delivery, prior to acceptance by the *Company*.

13. SUB-CONTRACTING

No work on the Order may be sub-contracted by the *Supplier* nor shall the *Supplier* assign any of its obligations hereunder without first obtaining written approval from the *Company*. All sub-contracts shall be the responsibility of the *Supplier* and shall, where applicable, be placed subject to the same terms and conditions as those contained in the Order.

14. PRODUCT SUPPORT

The *Supplier* shall comply with every requirement of the *Company's* Specification or instruction, relating to product support, including inter alia the free of charge supply of technical data, publications, modifications and spares data and the requirement to provide warranties in favour of and for the benefit of customers of the *Company*, to whom the Goods are delivered.

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15. FREE ISSUE

- (a) All Goods, tools, patterns, materials, drawings, data, specifications and other equipment loaned by the *Company* to the *Supplier* for use in connection with the Order will remain at all times the *Company's* property and shall be returned to the *Company* upon demand in good and serviceable condition and are to be used by the *Supplier* solely for the purpose of the completing the Order. Such property shall be at the risk of the *Supplier* and insured by the *Supplier* at the *Supplier's* own expense.
- (b) The *Company* will not accept liability for any parts or materials received by the *Supplier* from the *Company* in a damaged state, under or in connection with the Order, unless such damage is notified in writing to the *Company* within 48 hours of its receipt by the *Supplier*.
- (c) All scrap arising from material, free issued by the *Company*, must be disposed of by the *Supplier* in accordance with the instructions of the *Company* and all proceeds of sales of such scrap must be credited to the *Company*.

16. CONFIDENTIALTY

The Order and the subject matter thereof, shall be treated as confidential between the *Supplier* and the *Company* and shall not be disclosed, in whole or in part, by the *Supplier* or any sub-contractor of the *Supplier* to any third party, or used by the *Supplier* or any such sub-contractor, for any purpose other than supplying the Goods to the *Company*. At the *Company's* request, the *Supplier* will be required to sign a Non Disclosure Agreement.

At the *Company's* request, said sub-contractors of the *Supplier*, will be bound by the Non Disclosure Agreement between the *Company* and the *Supplier*, or the *Supplier* shall have in place sufficient Non Disclosure Agreements with its own *Supplier's* and sub-contractors, to ensure the *Company's* confidentiality is protected. Evidence of such Agreements may be requested by the *Company* at any time.

All copies of designs, drawings, specifications, technical and commercial information thereof must be retained in a safe custody and maintained in good condition until disposal is agreed upon by the *Company*.

The *Supplier* shall not make use of the *Company's* name, trademark(s), branding, imagery, or of any information contained in the Order or related documentation and communication, for publicity purposes without the *Company's* prior written consent.

17. NOTICES

- (i) All notices and communications shall be in writing. Verbal instructions are not binding.
- (ii) Any notice or other communications sent to the *Supplier* shall be sufficient if sent to an address notified to the *Company* for the purpose or trading to the address of the *Supplier* last known to the *Company*.
- (iii) Notices or other communications sent by the *Supplier* to the *Company* shall be sent to the *Company's* address stated on the Order for the attention of the Purchasing Department.

18. FAILURE AND LIABILITY

- (i) In the event of an attributable failure on the part of the *Supplier*, the *Supplier* shall be deemed in default de jure. In the event of non-attributable failure, the obligations arising for the *Company* and the *Supplier* shall be suspended for a period still to be determined.
- (ii) In the event of an attributable failure, the right to compensation and all other applicable statutory rights shall remain intact with the *Company*.
- (iii) The statutory interest on amounts paid in advance by the *Company* shall be offset against invoices to be paid on the period of default.
- (iv) Force majeure shall include circumstances arising through no fault of the *Supplier* or the *Company*, resulting in the prevention of the normal performance of the Order. The following shall be included in circumstances resulting in a force majeure situation: **war, natural disasters, terrorist attacks, strikes, fire;**
 - a) The *Company* and the *Supplier* shall be able to invoke force majeure and non-attributable failing against each other provided the party in question informs the other party in writing of an invocation of this nature as soon as possible, but in any case within 5 working days of the commencement.
 - b) of the non-attributable failure, on submission of the appropriate documentary evidence.
 - c) In the event that force majeure causes a delay to or prevents performance of the Order, both the *Supplier* and the *Company* shall be entitled to affect the written dissolution of the Order. Where this occurs, the both parties shall not bring any claims for compensation or damages against other, except where the *Supplier* would derive an advantage from the dissolution of the Order, which advantage the *Supplier* would not have derived in the event of the Order's proper performance.

19. WAIVER

Any concession, latitude or waiver offered by the *Company* to the *Supplier* in respect of any term hereof at any time, shall not prevent the *Company* from subsequently enforcing that term and shall not be deemed a waive of any subsequent breach.

20. INTERPRETATION AND SEVERANCE

- (i) Clause headings are for convenience only and shall not govern the interpretation of these Standard Terms and Conditions of Purchase.
- (ii) In the event that any term, condition or provision of the Order shall be nullified or made void by any Governmental Law, decree, regulation or order, or by the decision or order of any Court having jurisdiction, the remaining Terms, Conditions and Provisions of the Order shall remain in full force and effect.

21. APPLICABLE LAW

- (i) These conditions shall be construed in accordance with Governing Law.
- (ii) Nothing in these conditions shall prejudice any condition or warranty (express or implied), or any other right or remedy to which the *Company* is entitled in relation to the Goods by virtue of Statute, Law, Common Law or otherwise.