

# **STAINLESS STEEL FASTENERS LIMITED**

## **Additional Terms and Conditions of Purchase**

- 1) The Company shall not be liable to pay for any products supplied (“the Products”) or services rendered (“the services”) unless they have been ordered under the official number on the Purchase Order form, which form must be signed by the Company’s stock controller or a duly authorised representative of the Company. No other person shall have the authority to make orders on behalf of the Company.
- 2) In case of strikes, accidents or other unforeseen contingencies, the Company reserves the right to suspend deliveries called for on the Purchase Order form.
- 3) All Products shall be subject to inspection on delivery, and the Company reserves the right to reject any of the Products ordered which do not comply with the specification set out on the Purchase Order form or which are not of the highest quality or do not reach approved standards of design, material, workmanship or quality or which are not in accordance with any sample provided by the supplier. The Company’s right to reject shall extend to a right to reject an entire consignment of Products if some but not all of the consignment Products are defective. 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 without prejudice to any further remedies by way of damages or otherwise which the Company may have against the supplier.
- 4) The Purchase Order form will specify a date (“the Specified Date”) by which delivery is required and time for delivery shall be of the essence of the contract. Should the supplier fail to deliver by the Specified Date, the Company shall have the right to cancel the order and to refuse to accept the Products. In the event of delivery of part of the order by the Specified Date, the Company shall have the right to sever the contract and cancel the part of the order as yet undelivered. In the event of early delivery, the Products shall be treated for the purposes of payment as having been delivered on the Specified Date.
- 5) All Products will be delivered to the Company carriage paid, unless otherwise agreed. Each box, package, bundle or reel must be clearly marked with the Company’s order number, description and the quantity of contents, this information must also be shown on an advice note which must accompany the Products. All Products must be packed in accordance with any instructions given by the Company to the supplier and, in any event, in such a manner as to reach the Company in good condition. Cases and packaging material are to be free of charge unless otherwise agreed in writing, in which event a separate invoice will be rendered. Where requested, empty cases will be returned at the supplier’s expense and risk.
- 6) Payment will be made 60 days from the end of the month of invoice, unless otherwise agreed with the supplier.
- 7) Unless otherwise agreed, the supplier warrants and represents to the Company that the Products and/or the Services (as appropriate) will be of the highest quality, and that the Products will operate, free from defect(s), for a period of 12 months from the date of delivery. The supplier further warrants to the Company that the Mill Certificates provided (if any) is genuine and can be relied upon by the Company. In the event of breach of this warranty, the supplier guarantees immediately to repair or replace the relevant Products free of charge without prejudice to the Company’s right to reject the Products as set out in clauses 3 and 4 above or any other remedies the Company may have.
- 8) The supplier accepts full responsibility for all or any loss, damage, injury or death resulting from the supply to the Company of the Products or the Services and agrees to indemnify the Company against all claims, suits, liabilities and expenses which may be brought against or incurred by the Company (including, without limitation, claims made under the Consumer Protection Act 1987) except where such claims, suits, liabilities and expenses arise as a result of negligence on the part of the Company and without negligence on the part of the supplier, the supplier’s servants or agents.
- 9) Risk in, and title to, the Products shall pass to the Company on delivery.
- 10) This agreement shall be governed by and construed in accordance with the laws of England and parties irrevocably submit for our exclusive benefit to the non-exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement.