



GENERAL CONDITIONS OF PURCHASE

1. APPLICATION

- (1) In these Conditions, unless the context otherwise requires:
 - (a) "Company" means Rose Corrosion Services Limited (registration no. 2480648)
 - (b) "Contract" means the contract for the supply and purchase of the Goods hereunder
 - (c) "Goods" means the goods, works and/or services described overleaf or in the Order to be sold, done or supplied by the Supplier under the Contract and all tooling to be produced, developed, acquired or supplied by the Supplier at the Company's cost under the Contract, and includes any or any part or instalment of them
 - (d) "Order" means an order for the Goods placed by the Company (as amended, supplemented or varied in writing by the Company)
 - (e) "person" includes any partnership or body corporate or unincorporate
 - (f) "Specification" means any specification, drawings or other information relating to the Goods referred to in the Order or agreed between the parties for the Contract
 - (g) "Supplier" means the person so described overleaf in the Order
 - (h) "supply of Goods" includes their sale, installation and/or commissioning and the carrying out of the works and services the subject of the Order
 - (i) "writing" includes facsimile transmission
 - (j) words denoting the singular only include the plural and vice versa
- (2) Any reference to any statute or statutory provision shall be construed as a reference to it as extended, amended or re-enacted at any time
- (3) Subject to paragraph 1(4) these Conditions and the other terms and conditions overleaf or in the Order and any special conditions of purchase ("Special Conditions") agreed to in writing by the Company shall constitute the entire agreement for the supply of the Goods by the Supplier to the Company and supersede any provisions incorporated or referred to in the Supplier's quotation, sales literature, acknowledgement of order or elsewhere. Where any such other terms and conditions and/or Special Conditions are in conflict with these Conditions, such other terms and conditions and/or Special Conditions shall prevail
- (4) The Company may rely on any representations concerning the Contract or the Goods made by or on behalf of the Supplier before the Contract is made and they shall not be binding on the Company
- (5) Any forecast or estimate given by the Company to the Supplier of the Company's requirements for Goods will only be binding on the Company if and to the extent that it places a firm Order for such Goods. If the Supplier acquires or agrees to acquire any goods, services or other item in anticipation of any such Order being placed, he will do so at his own risk, and the Company will have no obligation or liability in relation to such acquisition or agreement

2. ACCEPTANCE OF ORDER

- (1) If the Order is subject to a sample of any Goods being approved by the Company and it is not approved, the Company may terminate the Contract (or the part relating to the Goods whose sample is not approved) without liability on its part by written notice to the Supplier
- (2) The Supplier's purchase of materials or components for or commencement of work under the Order shall be deemed to be acceptance of the Order and of these Conditions but the Company shall not be liable for any such purchase or works undertaken in anticipation of an Order if no Order is subsequently placed by the Company or it is terminated in whole or in part under paragraph 2(1)

3. QUALITY AND DESCRIPTION

- (1) Without prejudice to the Company's statutory and other rights, the Goods shall:
 - (a) comply as to quantity, quality and description with the particulars stated in the Order and be free from defects in design, materials and workmanship
 - (b) be in accordance with and of equal quality to samples and patterns provided by the Company or the Supplier in connection with the Contract (in the event of any conflict those provided by the Company shall prevail), be capable of any standard of performance specified in the Order and comply in all respects with any Specification
 - (c) be of satisfactory quality and fit for the purpose held out by the Supplier or for which they are required, as expressly or impliedly indicated in the Order or otherwise known to the Supplier

4. INSPECTION OF GOODS

- (1) Before despatch of any Goods or on completion of the works or services under the Contract the Supplier shall carefully inspect and test them for compliance with the Contract (in particular with the requirements of paragraph 3) and in accordance with any inspection or testing procedures in the Contract
- (2) The Supplier shall send with the Goods or (as appropriate) provide to the Company on completion of the works or services the subject of the Contract a certificate signed by a duly authorised representative of the Supplier that the same comply with the Contract and (if applicable) have been satisfactorily tested in accordance with paragraph 4(1) ("the Certificate of Compliance"). The Certificate of Compliance may be a suitable endorsement added to the Supplier's delivery advice note. No Goods shall be delivered by the Supplier unless a Certificate of Compliance is provided in respect of them. Without prejudice to its other rights, if a Certificate of Compliance is not provided in respect of any Goods supplied, the Company may inspect and/or test the Goods or have them inspected or tested for compliance and to charge the Supplier the cost and expense of such inspection or testing
- (3) The Company may on reasonable notice and at its own expense inspect and test the Goods during the manufacturing process and in storage for which purpose the Supplier shall provide such facilities as the Company may reasonably require. If the Company is not satisfied that the Goods will comply with the Contract and the Company so informs the Supplier within 7 days after such inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance
- (4) The Company's attendance at or carrying out any test or inspection of the Goods shall not be deemed to be acceptance of the Goods or that they comply with the Contract

5. DELIVERY

- (1) Unless the Company agrees CIF or FOB terms, the Goods shall be delivered, and any services or work to be done under the Contract, shall be carried out, at the delivery or other address specified in the Order, carriage and duty paid. The Goods must be properly packed, addressed and secured by the Supplier to reach the Company in good condition and in compliance with the Contract
- (2) Subject to the Company's rights under the Contract, if the Goods are to be delivered or supplied by instalments the Contract will be treated as a single contract and not as severable
- (3) Each item shall be accompanied by the relevant Certificate(s) of Compliance and the Supplier's delivery note bearing the Company's order and type numbers and specifying the quantity and a description of the Goods delivered. Neither the Company's acknowledgement of receipt of or payment for any Goods shall constitute acceptance of them nor any acknowledgement of conformity with the Contract notwithstanding any provision to the contrary in any delivery note or elsewhere
- (4) The time for delivery and completion of the supply of the Goods shall be of the essence of the Contract
- (5) All packaging, delivery and crate charges shall be included in the price of the Goods unless otherwise agreed in writing by the Company
- (6) The Company may re-schedule or delay delivery of any Goods for such period(s) as the Company may specify when circumstances beyond the Company's reasonable control make it necessary or desirable. The Supplier may not claim any compensation or increase in the price of the Goods if the Company exercises that right

6. TITLE AND RISK

- (1) Title to the Goods shall pass to the Company on delivery or, if earlier, on payment for the Goods to the Supplier (but without prejudice to any right of rejection by the Company) and risk in them shall remain with the Supplier until their delivery to the Company has been completed in accordance with the Contract. If any Goods are rejected by the Company risk in them will revert to the Supplier on notice of rejection from the Company

7. REJECTION AND ACCEPTANCE

- (1) If the Supplier commits any breach of any of his obligations under paragraph 5(4) or any of the Goods or any consignment are not in compliance with the Contract, without prejudice to its other rights, the Company may reject the Goods or any of them and return them to the Supplier (any cost or expense incurred by the Company in relation to the return to be reimbursed by the Supplier on demand) or require the Supplier to collect them or terminate the Contract in full or in part without any liability to the Supplier in respect of such termination and, in any such case, recover from the Supplier all loss (including consequential or economic loss), damage, cost, expense or liability incurred by the Company arising out of or in connection with such breach and/or the purchase of equivalent Goods from any other person
- (2)
 - (a) The Company shall not be deemed to have accepted any Goods (notwithstanding that it may have paid for them) until, in the case of defects that would be apparent on a reasonable visual inspection, the Company has had a reasonable period (being not less than 15 working days) to inspect and test them following delivery (or, if later, completion of the supply of the Goods) and has not rejected them or, in any other case, unless, the Company has failed to reject such Goods within 30 working days after the defect has become known to the Company
 - (b) If following delivery or purported completion of the supply of the Goods the Supplier replaces, modifies or repairs any Goods to make them conform with the Contract any such period will commence when the replacement, modification or repair has been completed

8. GUARANTEE

- (1) Without prejudice to paragraphs 3 and 12 and the Company's other rights, if within 12 months of the date of completion of the supply of the Goods to the Company or (if later) delivery of the Goods (whether alone or as part of a component in any other product) to the first end user of the Goods or any such product any defect or fault in the Goods attributable to any defect in the design or manufacture or workmanship of or in any materials used in the Goods or their otherwise not complying with the Contract the Supplier shall with all possible speed and as the Company may require replace or repair the Goods and/or re-execute the works or services the subject of the Contract to remedy the defects or faults without cost to the Company or refund the price of the Goods. The provisions of this paragraph will apply to any replaced or repaired Goods or re-executed works or services

9. PAYMENT

- (1) The price of the Goods shall be that set out in the Order plus (unless otherwise stated in the Order and subject to receipt of a valid VAT invoice) VAT at the applicable rate where properly chargeable by the Supplier
- (2) Payment for the Goods shall be made on receipt of the Supplier's invoice (which shall not be delivered or sent before completion of the supply of the Goods or relevant consignment) on a 30 days Net Monthly account basis. If Goods are to be delivered by instalments each consignment shall be the subject of a separate invoice bearing the Company's order number and type number. The Company shall be entitled to any discount for prompt payment, bulk purchase or otherwise as provided for in the Order
- (3) Goods shall only be delivered by instalments if so specified in the Order. No minimum order charge shall be made without the Company's written consent
- (4) The Company may withhold payment of all or any sums payable by it under the Contract if the Supplier shall be in breach of any of his obligations, and may set off against any such sums any amount owed to it by the Supplier under or in relation to the Contract or otherwise

10. INTELLECTUAL PROPERTY

- (1) All drawings, designs, specifications, technical and other information and other items provided by the Company in connection with the Contract and all intellectual property rights in relation to them ("the Intellectual Property") shall belong to the Company or the relevant third party
- (2) The Company's Property shall be held by the Supplier at his risk and be used solely for the purpose of the Contract. Until it is re-delivered to the Company or is used in accordance with the Contract the Supplier shall keep the Company's Property in its possession in good order and condition at the Supplier's place of work and stored in a manner which makes it readily identifiable as the property of the Company. The Supplier will on request and in any event on completion of the Contract deliver to the Company the Company's Property (except for any used by the Supplier in accordance with the Contract) (including any copies of or extracts from the Company's Property under the Supplier's control)
- (3) If the Supplier or anyone on his behalf:
 - (a) makes or has made any improvements, modifications, additions or other changes ("Improvements") to anything included in the Company's Property the intellectual property rights to which belong to the Company or a third party; and/or
 - (b) has designed or developed or is to design or develop any of the Goods or any other thing pursuant to the Contract the intellectual property rights ("the Intellectual Property") relating to or arising from any improvements or such design or development shall belong exclusively to the Company. If or to the extent that the Intellectual Property shall not automatically vest in the Company the Supplier will on request by the Company forthwith procure that he and any such other person shall assign to the Company all his right, title and interest in or to all the Intellectual Property in such form and on such terms as the Company may require and shall at the request and cost of the Company (whether during or after the termination or completion of the Contract) procure the execution of all such documents and the doing of all such acts and things as the Company may from time to time reasonably require in connection with such assignment and/or to vest the Intellectual Property in the Company. The Supplier will forthwith provide the Company with full details of all Improvements of Intellectual Property made or created by him or any such other person
- (4) The Supplier undertakes to the Company that none of the Intellectual Property originated, developed or produced by or for the Supplier nor the Goods will infringe any third party's rights
- (5) The Supplier shall treat as secret and confidential and shall not (save as required by law or strictly in the proper performance of his obligations under the Contract) at any time for any reason disclose to any person or use the Company's Property or the Intellectual Property or any other confidential information or any trade secrets or relating or belonging to the Company which may come or have come into the Supplier's possession as a result of or in connection with the Contract. This obligation will not apply to any of the foregoing which is in or comes into the public domain through no fault of the Supplier
- (6) The obligations of the Supplier under this paragraph 10 shall survive the termination or completion of the Contract

11. INSURANCE

- (1) The Supplier shall at the Company's request but at the Supplier's cost insure the Goods and the Company's Property in the joint names of the Company and the Supplier with such insurers and for such amount and in respect of such risks and on such terms as the Company may require for so long as the Goods or, as the case may be, the Company's Property remains in the Supplier's custody. The Supplier shall at the Company's request but at the Supplier's cost insure the Company and the Supplier with insurers nominated by the Company against such public liability, third party liability and other liability risks in connection with the Contract and the Goods, and for such amount and on such terms, as the Company may require
- (2) The Supplier will enter into any policy of insurance with any policy of insurance effected under paragraph 11(1) and the receipt for the last premium paid. If the Supplier defaults in carrying out any of his obligations under that paragraph the Company may effect such insurance at the Supplier's cost

12. LEGAL REQUIREMENTS

- (1) The Supplier warrants that the design, construction, quality and performance of all Goods and all work and services to be executed under the Contract shall comply in all respects with all relevant British and European Union standards and all relevant requirements of any statute, statutory rule, order, directive, regulation or other instrument having the force of law which shall be in force from time to time when the same are applied or executed

13. INDEMNITY AND INTEREST

- (1) The Supplier shall indemnify and save harmless the Company fully and effectually from and against all actions, claims, demands, proceedings, losses (including consequential or economic loss or loss of liabilities resulting from any failure or stoppage of or interference with the production or supply of any goods or services), damages, liabilities, costs, charges and expenses directly or indirectly brought against or incurred by the Company (including any claims or proceedings relating to any breach of any contract between the Company and any third party) arising from or in connection with any breach or non-performance by the Supplier of the Contract, any act or omission (including without limitation negligence) of the Supplier or its servants or agents or any of its sub-contractors in connection with the Contract, any of the Goods or their importation, use, sale or other disposal infringing or being alleged to infringe any intellectual property rights of any third party or any fault or defect in the Goods causing or contributing to the death of or any injury to any person or any loss or destruction or damage to any property or other thing
- (2) If any sum owed by the Supplier to the Company in relation to the Contract is not paid on the due date the Supplier will pay interest on the balance outstanding at 4% per annum above the base rate (or, if it is replaced, its successor) from time to time of Lloyds TSB Bank Plc until the sum is paid in full. Such interest will accrue daily and be payable after as well as before judgment

14. TERMINATION

- (1) If the Supplier makes any arrangement or composition with his creditors or (being an individual) has an interim order (within the meaning of the Insolvency Act 1986) or an application for such an order made against him or becomes bankrupt or being a firm or body corporate or unincorporate enters into or has a petition issued or passes a resolution for its compulsory or voluntary liquidation or the equivalent or shall be dissolved or has a receiver and/or manager, administrative receiver, supervisor or administrator or any other person having comparable powers or holding a comparable position appointed over or in relation to the Supplier or any part of his property or other assets or undertaking or any encumbrance takes possession of any of the property or other assets of the Supplier or is unable to pay his debts within the meaning of sections 123 or 268 Insolvency Act 1986 or commits any breach of any of the provisions of the Contract (express or implied) or ceases to carry on business or threatens so to do or is notified by the Company that the Company reasonably apprehends that any such event is about or likely to occur without prejudice to its other rights and remedies (including its accrued rights), the Company shall be entitled to terminate the Contract or the balance of it forthwith by written notice to the Supplier without any liability whatsoever to the Supplier. Termination will not affect the Company's accrued rights

15. MISCELLANEOUS

- (1) The rights and remedies set out in the Contract will be additional to any other rights or remedies of either party by law except to the extent that they have been expressly excluded or limited by the Contract
- (2) If any provision of the Contract is held to be invalid or unenforceable in whole or in part by any court or other body of competent jurisdiction that will not affect the other provisions of the Contract or the remainder of the relevant provision
- (3) Any variation of the Contract or waiver of any breach of it by the Supplier must be agreed to in writing and signed by the Company's authorised representative. Any time or indulgence given by the Company to the Supplier will not in any way prejudice any of the Company's rights
- (4) The Supplier may not assign, sub-contract, charge or otherwise deal with all or any of his rights or obligations under or in relation to the Contract without the Company's prior written consent but the Company will be free to do so
- (5) The Contract shall be governed by and be construed in accordance with the laws of England and Wales and all claims and disputes and legal proceedings arising out of or in connection with the Contract shall be subject to the non-exclusive jurisdiction of the courts of England
- (6) The Company shall not be liable or be deemed to be in breach of the Contract by reason of any delay or failure in performing any of its obligations under the Contract if it is attributable to any cause outside the Company's reasonable control
- (7) The Supplier agrees that no lien or other rights will apply or attach to any of the Goods or the Company's Property in relation to any sum or liability owed by the Company or the Supplier in relation to the Contract or otherwise, and the Supplier irrevocably and unconditionally waives all such liens and other rights which may arise at any time
- (8) The Company will be entitled but not obliged at any time to set off any liability of the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated or arises after the Company received notice of the assignment of any of its such liabilities to any third party and irrespective of the currency or its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of this right will be without prejudice to its other rights under the Contract or otherwise
- (9) Any notice or claim under the Contract shall be in writing and shall be effectively served if it is personally delivered or sent by pre-paid first class post, or facsimile transmission to the Supplier or the Company at its address specified overleaf or in the Order or such other address for service as may have been notified to the party giving the notice in accordance with this sub-paragraph.