



### STANDARD TERMS AND CONDITIONS – Conditions of Purchase

1. The Buyer shall be bound by an order only if it is placed on the Buyer's Official Order Form and is duly signed on the Buyer's behalf. No variation in the order shall be valid unless it is agreed in writing by both parties. In the event of any conflict with the Seller's conditions of sale or supply, the Buyer's Conditions of Order shall prevail.
  2. Failure of the Seller to comply with any of the terms of the order shall give the Buyer the right to cancel the contract without prejudice to the Buyer's other remedies. Where goods are under the order to be delivered by instalments or at different times or are, in fact, so delivered, failure on the part of the Seller to make delivery on the due date of any of the goods comprised in the contract shall give the Buyer the right without prejudice to use of other remedies to cancel the whole contract. Where goods are not delivered on the due date a request after such date by the Buyer for delivery of the goods shall not be deemed to be an extension of the delivery date or a waiver by the Buyer of any of his rights and remedies arising out of the Seller's default. If after such default the delivery date is extended by agreement this shall not, unless otherwise expressly agreed in writing, affect the Buyer's right to claim compensation for loss, caused by the delay.
  3. Any materials for processing, blocks, dies, tooling and patterns, jigs, fixtures, drawings or moulds, which are supplied or separately ordered by the Buyer, shall be at the Seller's risk while in the Seller's possession. The Seller shall not use such items, or authorise or knowingly permit them to be used by any other person for, or in connection with, any purpose other than the supply of the goods to the Buyer unless such use is expressly authorised by the Buyer previously and in writing.
  4. The goods shall be at the Seller's risk until delivery is effected to the Buyer's premises or to their agents, including risk from damage until inspected and accepted.
  5. The goods shall be delivered on the date and at the place specified in the order. The Buyer reserves the right to purchase elsewhere if the goods or any part thereof are not delivered by the specified date, or any extended date agreed by the Buyer, and the Seller shall pay the Buyer the amount of any extra costs or expenses thereby incurred.
  6. Any payment shall be made without prejudice to the Buyer's rights in the event of the goods proving unsatisfactory or not in accordance with ordering instructions.
  7. The order shall not be invoiced at prices higher than those last quoted or charged, without the Buyer's consent in writing.
  8. Unless otherwise provided by the order all containers (including packing cases, boxes, tins, drums and wrapping) supplied by the Seller shall be non-returnable, their cost, having been included in the order price.
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9. No claim by the Seller for an increase in the agreed price shall be allowed unless an escalation clause is included in the order and where such a clause is included a claim for an increase must be fully proved and justified by the Seller before it will be approved by the Buyer. If the Seller has the necessary material on hand when the contract is made the Buyer will not approve a price increase attributable to an increase in the cost of material. No escalation after the promised delivery date will be approved by the Buyer. The Seller shall advise the Buyer in writing immediately any escalation clause in the contract becomes effective.
  10. If the price and terms shown on the Seller's invoice as rendered differ from those set but in the order the Seller agrees that the Buyer may change the invoice to conform to the order and make payment accordingly.
  11. Where a discount is to be given, the discount period shall be calculated from the date the invoice is received in the Buyer's office or the date of delivery of goods at the Buyer's premises whichever shall be later and shall be extended if the invoice needs to be returned to the Seller for correction or clarification.
  12. The Buyer may, without prejudice to his other remedies, reject the goods if they or any of them fail to conform as to damage, quantity, quality, fitness, sample or description with the particulars stated in the order or otherwise with the contract. The Buyer may, at his option reject such of the goods as do not conform as aforesaid. The Buyer shall not be deemed to have had a reasonable opportunity of examining the goods for the purpose of ascertaining whether they conform with the order or the contract until at least (10) ten days shall have elapsed from the date of delivery of the goods at the Buyer's premises.
  13. By accepting the order the Seller grants the Buyer the right to make periodical visits to the Seller's plants or to those of his sub-contractors in order to inspect materials and to determine actual progress of manufacture. If as a result of any such inspection the Buyer is of the opinion that the goods do not comply with the order or are unlikely on completion of manufacture or processing so to comply, he/she shall inform the Seller accordingly and the Seller shall take steps to ensure such compliance.
  14. In the event of a strike, lockout, or other labour dispute, act of God, accident, war, or other cause beyond the Buyer's control (whether of a like nature or not) which interferes with delivery, consumption or use of the goods, deliveries under the order may be suspended during the period required to remove the cause in question, and if such period shall exceed three months, either party may at any time thereafter cancel the order or any unfulfilled portion thereof.
  15. The Seller shall indemnify the Buyer against all actions, costs, claims and demands arising out of the supply of the goods and relating to:
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- a. The infringement or alleged infringement of any letters, patent, registered design, copyright, or trademark protected in the United Kingdom.
  - b. Any injury, loss or damage to persons or property caused by the acts or omissions of the Seller, the Seller's sub-contractors or agents or attributable to faulty design, workmanship or materials.
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16. If the Seller shall become bankrupt or have a receiving order made against him or compound with his creditors, or (being a corporation) shall commence to be wound up (not being a member's voluntary winding up for the purpose of reconstruction) if a Receiver or Manager shall be appointed, the Buyer shall be at liberty to cancel the contract summarily by notice in writing to the Seller or Receiver or Liquidator or other person in whom the contract may become vested and without compensation to that person, but any such cancellation shall not prejudice or affect any right of action or remedy accruing to the Buyer.
  17. The Sale of Goods Act 1979 shall apply to the order except where it is inconsistent with these Conditions, in which event the Conditions shall prevail. The rights and remedies given by that Act or otherwise by law to the Buyer in the event of default by the Seller shall be in addition to any express rights and remedies given to the Buyer by these Conditions of Purchase.
  18. The Seller shall not enter into any transaction with any of the Buyer's representatives or agents which shall involve the making of any corrupt gift or the payment of commission. Any breach of this Condition by the Seller or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) shall entitle the Buyer to determine the contract and recover from the Seller the amount or value of any such gift or commission.
  19. Rodwell Engineering Group is committed to stamping out any level of bribery that may occur. This includes the act of bribing or of being bribed. All staff have been made aware of the rules governing the Bribery Act 2010 and have been informed of the consequences of breaking these rules. Rodwell Engineering Group will regularly review the risk areas and will act swiftly and harshly on any employee, customer, distributor, supplier or sub-contractor found contravening these rules and guidelines.
  20. The contract shall be subject to and governed by English Law and the Courts of England shall have jurisdiction to adjudicate on any disputes arising out of the contract.
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**Buyer:** \_\_\_\_\_

Name of Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Seller:** \_\_\_\_\_

Name of Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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