

CONDITIONS OF PURCHASE

1. DEFINITIONS

In these conditions "the Company" means Chadwicks of Bury Limited and "the Supplier" means the person or persons to whom this order is addressed. Where the Contract is for the provision of services, the words "the goods" shall be read where the contract permits, as meaning the services which the Supplier has contracted to supply.

2. CONDITIONS

These conditions shall form the basis of the Contract between the Company and the Supplier. Notwithstanding anything to the contrary in the Supplier's standard conditions or any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the Supplier, these conditions shall apply except as expressly agreed in writing by the head office of the Company. No servant or agent of the Company has power to vary these conditions orally. If the Supplier shall not have previously accepted these conditions, then delivery by him will constitute acceptance. These general conditions shall be subject to any special conditions which may be prescribed in writing by the Company. In the event of any conflict or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail. These conditions shall not affect any statutory rights of the Company.

3. PRICES

The price quoted by the Supplier shall include delivery to such address as is stipulated by the Company overleaf and the cost of packing (see condition 4). All prices shall be fixed. (it is not acceptable for a Supplier to quote a variable price or stipulate for prices at the date of delivery or the like).

4. PACKING

All goods must be properly packaged to survive transit to such address as is stipulated by the Company overleaf and to resist pilferage, distortion, corrosion or contamination. All goods shall be clearly and legibly labelled and addressed.

5. INSURANCE

All goods in transit shall be insured by the Supplier.

6. DELIVERY

The Supplier will deliver to and unload the goods at the point of delivery stated overleaf not later than the date for delivery stated overleaf, and such date shall be of the essence of the Contract. The Supplier recognises that late delivery may cause the Company consequential loss, such as an inability on the part of the Company to meet other contractual commitments, and agrees to pay and be liable to the Company to compensate it for any loss occasioned by the late delivery. The Company may by notice to the Supplier elect to be paid or allowed a sum calculated at the rate of 10% on the amount or the Contract price for the period of delay as liquidated damages in settlement of its claim for compensation. The signing of a delivery note by the Company in any form shall not constitute acceptance of delay or an admission of the quality or quantity of the goods delivered.

7. FORCE MAJEURE

If delivery is delayed by some event totally outside the control of the Supplier, then he shall give written notice of such cause within 7 days of its occurrence and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

8. DOCUMENTATION

- a. All correspondence must quote the Company's Order Number as stated overleaf.
- b. Receipt of all Orders must be acknowledged to
The Company Buyer,
Chadwicks of Bury Limited,
Villiers Street,
Bury, Lancs.
BL9 6BS.
- c. Invoices must be sent to
Accounts Department, (at same address)
- d. Advice and despatch notes must be sent to
Goods Inward Department, (at same address)
- e. Statements must be sent to
Accounts Department, (at same address)
- f. All invoices and statements must show separately the VAT rate and the amount of VAT charged and the Suppliers VAT registration number.
- g. It shall not be sufficient service on the Company to submit documents to its registered office without complying with this condition as well.

9. GUARANTEES

It shall be a condition of the Contract that the goods comply in all respects with Contract description and with any statements or undertakings made by the Supplier, or his servants or agents, prior to the giving of the Order. The Supplier undertakes that all goods and services supplied by him shall be of first class quality and recognises that the Company has placed the Order with him relying upon the skill and expertise of the Supplier and any statements and representations made by him. If the goods (or any of them) supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then the Company may call upon the Supplier (but without prejudice to the Company's other rights) to rectify the defects or replace the goods (at the Company's option) at the Supplier's own expense. All the obligations in this condition shall further apply to any rectified or replaced goods.

The benefit of this Clause 9 together with any other warranty or indemnity given by the Supplier or on its behalf or as may be implied by law shall pass to the successors, assigns and/or persons to whom the goods or articles incorporating the goods may pass or be sold.

Without prejudice to the rights of the Company under any condition, warranty, or other term to be implied by the statute or otherwise or under any specific term of the contract, the Supplier shall indemnify the Company against any liability, claim, proceedings, loss or damage caused by any defect in any goods supplied, or work done by the Supplier, or arising out of, or caused by the execution of this contract.

10. PASSING OF PROPERTY AND RISK

The property and risk in the goods shall pass at time of delivery but without prejudice to any right of rejection.

11. CANCELLATION

The Company shall be entitled at any time to cancel this Order by giving written notice to the Supplier. If the Company exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability.

12. INDEMNITY

The Supplier shall keep the Company full and effectively indemnified against:

- a. Any claims for infringements of any letters of patent or any registered trade mark or trade name by reason of the use or sale of the goods supplied, and against all costs for such damages which the Company may incur in any action for such infringement or for which the Company may become liable in such action; and
- b. any royalties payable by the Supplier; and
- c. any claim in Contract or tort or otherwise; for any direct or indirect damages, expenses or costs relating to damage to property; or injury or loss to any person, firm or Company; or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings; or any defects in or failure of the goods or part thereof provided; or any work performed by the Supplier or occasioned by reason of any act or omission by the seller or any contractor of his.

13. INDUSTRIAL PROPERTY RIGHTS/CONFIDENTIALITY

The Supplier shall hold as confidential all information, details, specifications, drawings and in any other matter relating to the goods to be supplied in any way whatsoever, and shall not disclose the same, or any of the same to any other persons except such of its employees and permitted sub-contractors and suppliers as may be necessary for the performance of its obligations under this contract.

14. BANKRUPTCY

If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of the creditors or for any of them, the Company shall be at liberty either;

- a. To terminate without liability the Contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to anyone in whom the Contract may become vested; or
- b. to give such receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract.

15. LAW

English Law shall be the proper law of the Contract and all claims under the Contract shall be settled by reference to the legal system in England and Wales. All disputes between the parties shall be arbitration by an arbitrator to be agreed by the parties, or in default of agreement to be appointed by the President of the Chartered Institute of Arbitrators. The Contract shall be deemed to have been made at the Company's premises at Villiers Street, Bury.