

Standard Terms & Conditions of Purchase

Unless otherwise agreed in writing, all offers, orders and contracts are subject to the conditions of sale printed herein.

Unless expressly accepted in writing, any qualification of these conditions contained in a written or printed document of the Sale shall be deemed inapplicable. The seller will indemnify DanTech UK Ltd against all damages, penalties, costs and expenses to which we may become liable as a result of work executed in accordance with the specifications involving infringement of patents etc.

DEFINITIONS

- (a) 'Buyer' shall mean DANTECH UK Ltd or its authorised representative.
- (a) 'Seller' shall mean the person, firm or company to whom the Purchase Order is addressed.
- (a) 'Purchase Order' shall mean the Buyer's formal written purchase order for the supply of Goods which incorporates all of these conditions.
- (a) 'Acceptance' shall mean acceptance by the Seller of the offer represented by the Purchase Order. The Seller shall be deemed to have accepted the Purchase Order upon the Seller sending an acknowledgement of the Purchase Order to the Buyer or upon delivery of the Goods (in whole or in part) to the Buyer. This is the entire contract and no changes of any kind whatsoever are binding on the Buyer, nor shall any counter offers be deemed to be accepted by Buyer unless they are in writing and signed by an authorised representative of the Buyer's purchasing department
- (a) 'Force Majeure' shall mean acts of civil or military authorities, war, riots, fire, flood or other natural disasters
- (c) 'Goods' shall mean the work, services, articles, goods, documentation, software or any part thereof to be supplied by the Seller to the Buyer pursuant to the Purchase Order.
- (d) 'Price' shall be the price payable for the Goods as specified in the Purchase Order or, where the Buyer has agreed, the price specified by the Seller to the Buyer.
- (e) 'Specifications' shall mean all the technical, functional requirements, specifications, descriptions, samples, drawings and schedules contained or referred to in the Purchase Order.

1. ACKNOWLEDGEMENT AND ACCEPTANCE

The Buyer shall be bound by its Purchase Order only if it is placed on its official Purchase Order form and signed on behalf of the Buyer by its authorised representative.

The Buyer will incur no obligation in respect of any Purchase Order until the Buyer receives the Sellers written confirmation that the Seller accepts the terms and conditions contained in the Purchase Order which incorporates these conditions.

If the Seller fails to provide such written confirmation within 5 days of the date of the Purchase Order or shall make a counter offer by purporting to accept the offer contained in the Purchase Order on other terms and conditions but nevertheless delivers Goods or parts thereof the Buyer shall have the option of either taking the same as if the Purchase Order had been unconditionally accepted or rejecting the Goods by notice to the Seller in which case the same shall be at the Seller's risk and disposal as from such rejection.

2. QUALITY, DESCRIPTION AND WARRANTY

The Goods shall be free from all defects including defects in materials and workmanship and shall conform to the quality, performance, quantity and Specification as stated in the Purchase Order for a period of twelve (12) months (or such longer period agreed by the Buyer and Seller) commencing with the date of delivery of the Goods.

In the event that Goods are not ordered to a clearly defined specification, the Goods shall be fit for and sufficient for the purpose held out by the Buyer or made known by it either expressly or by implication to the Seller, and shall be of satisfactory quality and free from all defects for a period of twelve (12) months (or such longer period agreed by the Buyer and Seller) commencing with the date of the delivery of the Goods

The Seller shall indemnify the Buyer against all costs, charges, damages, losses (including loss of profit) and expenses suffered or incurred by the Buyer and/or for which it may be liable due to, arising from or in connection with the Goods not being fit for purpose or due to a fault in the Goods or other defect in the Good's materials or workmanship related thereto.

Any services provided under this contract will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance.

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3. INSPECTION

The Goods must be inspected and tested for compliance with the Specification prior to despatch.

Seller will if so instructed by Buyer give reasonable notice of inspection/tests to the Buyer and which the Buyer shall be entitled to attend and witness.

Buyer has the right to inspect and test the Goods at all times and places, including during manufacture or within a reasonable time after delivery. If any inspection or test is made on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer's inspectors. Such inspections and tests shall be performed in such a manner so as not to unduly delay the work. The Seller licences the Buyer and its representatives to enter upon its premises for the purposes of carrying out inspections/tests.

No inspection by the Buyer prior to delivery and acceptance of the Goods shall be deemed to constitute acceptance by the Buyer that the Goods will be of satisfactory quality and fit for purpose. The Buyer reserves the right to carry out a final inspection of the Goods after delivery and shall be entitled to reject the Goods if they are not of satisfactory quality or fit for purpose or in accordance with the Specification or in accordance with any statutory requirement as to quality.

The Seller shall at the request of the Buyer, supply the Buyer with a copy of the Seller's test sheets as certified by the Seller to be a true copy.

No Goods shall be deemed to be accepted by the Buyer until the certification required by the Buyer from the Seller confirming that the Goods and / or work has been completed to Buyers requirements has been provided.

If, as a result of any inspection or test under this Clause 3, the Buyer's representative is of the reasonable opinion that the Goods do not comply with the Purchase Order or are unlikely on completion of manufacture or processing (where relevant) so to comply, the Buyer may inform the Seller accordingly and the Seller shall promptly take such steps as may be necessary to ensure such compliance at the Seller's sole cost.

4. DELIVERY

The Seller shall comply in all respects with the Buyer's programme for delivery of Goods and / or commencement, execution and completion of work.

The Goods, properly packed and secured in such a manner as to reach their destination in good condition, shall unless otherwise directed by the Buyer, be delivered by the Seller to the Buyer's works CIP (Incoterms 2002) and in the manner specified in the

Purchase Order.

Delivery shall take place during the Buyer's normal business hours.

The Seller shall supply the Buyer in good time with any instructions or other information required enabling the Buyer to accept delivery of the Goods.

If any services are to be provided under the Purchase Order, the services shall be performed by the Seller at the time or within the period specified in that Purchase Order and performed for the Buyer at the address set out at the head of the Purchase Order or at such other destination as may be specified in the Purchase Order and in the manner specified therein.

The time of delivery of the Goods and of performance of the services shall be of the essence of this agreement.

Any Goods damaged or lost in transit will be replaced free of charge by the Seller, provided the Buyer has given the Seller reasonable notice of such loss or damage.

If the Goods are to be delivered or the services are to be performed by installments, the Purchase Order shall be treated as a single agreement and not severable.

Invoices and advice notes must bear the Buyer's Purchase Order number. A packing note quoting this number must be sent with the Goods to the place of delivery and where so required an advice note must be forwarded separately on the day of despatch to the destination specified on the Purchase Order.

Monthly statement of accounts must be received by the 10th of the month quoting the relevant invoice numbers and advice note numbers where applicable

Where the Seller fails to comply with the requirements of either 4.7 or 4.8, which causes a delay in payment by the Buyer, any prompt payment discount will not be forfeited.

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Buyer reserves the right to reject the Goods in accordance with clause 8.

Damage/loss in transit.

Where goods are shipped by the seller, they are done so at the seller's risk, whether or not the seller charges for delivery or not, the goods will be fully insured by the seller. The buyer has the right to reject goods not received of merchantable or damaged in transit quality or recover costs for reparation and travelling expenses and labour for inspection. The buyer has seven (7) working days to allow for adequate inspection to submit a claim as damage/loss in transit.

5. STORAGE

If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery has been completed. Seller shall be responsible for all costs associated with such storage.

6. PASSING OF PROPERTY AND RISK

Risk of damage to or loss of the Goods shall pass to the Buyer on delivery except where the Buyer has exercised any right of rejection which may accrue to the Buyer whether under these conditions or otherwise. If the Goods are so rejected, risk of damage to or loss of the Goods shall immediately pass to the Seller. The property in the Goods shall pass to the Buyer at the latest on the date of notification by the Seller that the Goods are due and ready for delivery or where no such notification has been given then upon delivery to the Buyer but without prejudice to any goods already delivered but that cannot be effectively or commercially used as aforesaid and to recover from the seller any monies paid by the buyer in respect of such goods.

The passing of property at an earlier time under any statute or rule of law; or

- Any right of rejection which may accrue to the Buyer whether under these conditions or otherwise.
- If the Seller postpones delivery at the request of the Buyer pursuant to clause 7 the property in the Goods shall pass to the Buyer seven days after the date of receipt of notification from the Seller to the Buyer that the Goods are due and ready for delivery or on such other date as may be agreed but the Goods shall nevertheless remain at the Seller's risk until delivery has been completed.

7. TIME

The Seller shall deliver the Goods at the time specified in the Purchase Order. Time shall run from the date of Acceptance by the Seller of the Purchase Order. The Seller agrees to pay liquidated damages for each day after the delivery day specified in the Purchase Order that the Goods are not delivered at a rate per day of 0.5% of the purchase Price. The Seller shall give the Buyer notice in writing without delay if it requires an extension of time and the Buyer may, without prejudice to its rights, grant the Seller an extension of time to the delivery date, such extension to be determined at the Buyer's sole discretion and to be notified to the Seller in writing.

If the Goods or any portion thereof are not delivered within the time or times specified in the Purchase Order or any extension of such time or times granted by the Buyer, the Buyer shall be entitled to determine the Purchase Order in respect of the Goods undelivered as aforesaid and of any other Goods already delivered under the Purchase Order to:

Return to the Seller at the Seller's risk and expense

Recover from the Seller any additional expenditure reasonably incurred by the Buyer in obtaining other Goods in replacement of those in respect of which the Purchase Order has been determined

Seller will not be liable for late or non-delivery due to acts of Force Majeure which can not be overcome by the Seller's best efforts.

In the event of such delay, the date delivery is due may be extended by the Buyer for a period equal to the Force Majeure delay. If Force Majeure continues for longer than 180 days, the Purchase Order may be terminated by the Buyer by written notice to the Seller.

8. TERMINATION FOR CONVENIENCE

The Buyer shall be entitled to terminate the contract at any time on giving notice to the Seller ("Termination for Convenience"). Notice of Termination for Convenience shall be as set out in the contract, or absent such express written agreement shall be reasonable notice.

In the event of Termination for Convenience the Buyer shall pay the Seller's reasonable costs, arising directly from such termination of the contract always provided that the Buyer shall not make any payment in respect of loss of profits, loss of anticipated profits, loss of opportunity or the consequential losses.

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9. REJECTION

Without prejudice to any other of its rights, the Buyer may by notice in writing to the Seller, reject any or all of the Goods if the Seller fails to comply with any of his obligations under this agreement. If such Goods are rejected, the rejected Goods shall not be deemed to have been delivered and risk and title to the rejected Goods shall pass to the Seller.

The Buyer shall not be deemed to have accepted the Goods (or any part of them) until the Buyer has had a reasonable time to inspect the Goods and if such Goods (or any part of them) are not free from defects or fit for purpose or in accordance with the Specification, the Buyer shall have the right to reject the Goods in accordance with this clause 8.

The Buyer shall when giving notice of rejection specify the reason therefore and the Seller shall remove such Goods at its own risk and expense. In such case the Seller shall (at the Buyer's option):

- Replace such rejected Goods with Goods which are in all respects in accordance with the Purchase Order or credit the Buyer with the invoice price thereof; and
- Reimburse the Buyer all freight and handling costs reasonably incurred by the Buyer and/or for which it may be liable in respect of such goods; and
- Reimburse the Buyer all freight and handling costs reasonably incurred by the Buyer in the implementation of a stock recovery, recall or market withdrawal of the Goods or similar goods previously supplied by the Seller in any part of the world.
- The Buyer may also reject the Goods in whole or in part where it is prevented from taking delivery by any acts of Force Majeure

10. PAYMENT

Payment shall be made forty five (45) days following receipt of invoice subject to the Seller's compliance with clause 4, unless otherwise agreed in writing by the Buyer, or if delivery is postponed at the Buyer's request as provided for in clause 5 within the same forty five (45) day period after the expiry of such postponement.

11. CARE AND RETURN OF PATTERNS, TOOLS AND BUYER'S MATERIALS

All patterns, dies, moulds or other tooling or materials supplied by the Buyer or prepared or obtained by the Seller for and at the sole cost of the Buyer, shall be marked with the Buyer's name or as otherwise specified by the Buyer and shall be and remain the property of the Buyer returnable in good condition on demand.

The Seller shall insure any material or property sent to the Seller by the Buyer for any purpose in connection with the Purchase Order and shall maintain all such items in good order and condition and insure them against all risks while in Seller's custody and the Seller shall indemnify the Buyer against all loss thereof or damage thereto whilst the same are in the Seller's possession or control.

If the Purchase Order calls for the machining processing or treatment of any material or parts of the property of the Buyer, or for which the Buyer is responsible, the Buyer reserves the right to charge to the Seller the cost of such materials or parts if whilst in the Seller's custody they are destroyed or damaged or rendered unfit for the purpose for which they were originally manufactured.

The Seller shall not, at any time, use such items, nor shall it authorise or knowingly permit them to be used by anyone else for, or in conjunction 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.

12. NON-DISCLOSURE

- The Seller will not, without first obtaining the written consent of the Buyer, advertise or publish the fact that the Seller has contracted to supply the Buyer with the Goods.
- The Seller, their employees, agents and sub-contractors shall not either during the period of the Purchase Order or at any time thereafter disclose to any person or firm or company any manufacturing process or trade secret of the Buyer in connection therewith or any information relating thereto and the Seller shall ensure that their employees, agents and sub-contractors also comply with this provision. The Seller agrees to indemnify the Buyer against any loss suffered as a result of a third party breach of this provision.
- The Seller shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the Data Protection act (1998) and any amendments or revisions thereto in respect of the Purchase Order and shall comply with any request made or direction given by the Buyer which is due to the requirements of such Act
- On conclusion or termination of the Purchase Order both parties agree that the obligations relating to confidentiality shall continue for a period of ten (10) years.

13. STATUTORY REQUIREMENTS AND BUYERS REGULATIONS

The Seller warrants that the design, construction and quality of the Goods to be supplied in accordance with the Purchase Order comply in all respects with all relevant requirements of any Statute, Statutory rule or Order, or other instrument having the force of law which may be in force at the time when the Goods are supplied and further warrants that such Goods are clear and free of all liens and encumbrances whatsoever and that the Seller has a good and marketable title to the same

Where the work is carried out by the Seller at the Buyer's premises, the Seller shall comply with the requirements of any factory rules (including Health and Safety Regulations) and/or works regulations laid down by the Buyer.

14. PATENT RIGHTS

The Seller warrants that all royalties and fees on patented articles, processes and registered designs have been paid and shall indemnify the Buyer against all claims which may arise from any breach by the Seller of the intellectual property rights of another party.

Seller shall defend any suit or proceeding brought against Buyer when it is based upon a claim that the Goods, or any part thereof, delivered under the Purchase Order constitutes an infringement of any patent, trade secret or other proprietary right. The Seller shall provide the Buyer with such information and assistance (at Seller's expense) which may be required for the defence or settlement of same. Seller shall pay all damages and costs awarded against Buyer. In case the Goods, or any part thereof, is held to constitute an infringement of another party's intellectual property rights then the Seller shall, at its own expense.

- Procure for Buyer the right to continue using the Goods or part thereof, failing which,
- Replace said Goods or part thereof with a comparable non-infringing item, failing which,
- Modify the Goods or part thereof so it becomes non-infringing or failing which,
- remove the Goods or part thereof and refund to Buyer the purchase price and all damages associated with replacement of such part or whole of the Goods as is required by Buyer.

Buyer shall provide Seller with the same protection as afforded under paragraph 13.1 above in respect of any suits or proceedings brought against Seller by alleged infringement by Buyer of a third party proprietary right.

15. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not without the prior written consent of the Buyer assign or transfer the Purchase Order or any part of it to any other person except as part of a company reconstruction.

The Buyer shall have the option to charge at cost all raw materials supplied by the Buyer to the Seller for subsequent use by the Seller.

16. SECURITY OF DETAIL

Specifications, patterns, drawings, samples and information conveyed by the Buyer in connection with the Purchase Order will be strictly confidential and used only by the Seller, unless they are required to be used by subcontractors or servants for the completion of the Purchase Order. On completion of the Purchase Order, the said specifications, patterns, drawings and samples shall be made available to the Buyer if so requested.

BANKRUPTCY AND LIQUIDATION

If the Seller shall at any time become apparently bankrupt or insolvent, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or if the Seller, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up (not being a member's winding up for the purpose of reconstruction or amalgamation) or if a receiver, administrator receiver or administrator shall be appointed over the whole or any part of its assets then the Buyer shall be at liberty to cancel the Purchase Order summarily by notice in writing without compensation to the Seller.

Alternatively the Buyer may at his sole option give such administrator, administrator receiver, liquidator or other person the option of carrying out the Purchase Order subject to its providing a guarantee for the due and faithful performance of the Purchase Order in such form and up to such amount as the Buyer shall decide.

In the event of the Purchase Order being terminated under this Clause, the Buyer reserves the right to enter the Seller's premises (having given prior written notice) for the sole purpose of removing any item, equipment or materials which are its property. The Seller hereby licences the Buyer to enter any of its property for this purpose.

The exercise by the Buyer of its rights under this Clause shall not prejudice any of its rights or obligations accrued prior to termination.

17. WARRANTY

Without prejudice to any other remedies of the Buyer, the Seller shall forthwith upon a request by the Buyer: -replace or (at the Buyer's option) repair all Goods which are or become defective during the period of 18 months (or such longer period agreed by the Buyer and Seller) from the date of delivery where such defect occurs under proper usage and is due to a faulty design, or inadequate or faulty materials or workmanship, the Seller's erroneous instructions as to use, erroneous data or any breach by the Seller of any provision of this agreement. Repairs and replacements shall themselves be subject to the foregoing obligation for a period of 18 months (or such longer period agreed by the Buyer and Seller) from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after the repair or replacement has taken place;

Re-perform any services found to have been performed defectively within 18 months (or such longer period agreed by the Buyer and Seller) of the date of their performance.

18 LIABILITY AND INDEMNITY

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The Seller shall indemnify the Buyer against all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by the Buyer and/or for which it may be liable to any third party due to, arising from or in connection with:
The negligent or wilful acts or omissions of the Seller, his servants, agents or contractors in supplying, delivering and installing the Goods or performing services;
The breach of any provision of the agreement by the Seller; Any defect in the workmanship, materials or design of the Goods or their packaging;
Any infringement or alleged infringement (in accordance with clause 13) of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods or services unless such infringement has occurred directly as a result of any specification supplied by the Buyer; and
Any liability under the Consumer Protection Act 1987 in respect of the Goods.

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