

CONDITIONS OF PURCHASE

In these Conditions the following expressions shall have the meanings set opposite them:	
"The Company" means Whittan Industrial Ltd trading through its division, Link International, or other such company within the Whittan Group of companies. "The Supplier" means any person, firm or company with whom the Company places any contract for the purchase of goods and/or services.	
"Goods" means and includes goods of any description including but without limitation plant, machinery, equipment, vehicles and materials, whether raw or partly or wholly manufactured.	
"Works" means any work or services provided to the Company pursuant to or in connection with the order.	
"The Contract Drawings" shall be those drawings or designs referred to in Condition 12 hereof.	
<b>APPLICATION OF THESE CONDITIONS</b>	
1.1	All contracts by the Company for the purchase of Goods and Works shall be concluded upon the basis of these Conditions of Purchase alone which can only be altered or qualified by a document signed by a director of the Company and setting out in full the relevant alterations and qualifications and no other servant or agent has any authority to alter or qualify these Conditions in any way. The Company shall be bound by the Order only if it is placed by telex or facsimile transmission or on its official order form and accepted by the Supplier.
1.2	In the absence of any express acceptance of these conditions by the supplier the acceptance of any progress payment or the commencement of the Works or Delivery of Goods by the Supplier shall constitute acceptance.
<b>PRECONTRACT OBLIGATIONS</b>	
2	The Supplier shall be responsible prior to contract to satisfy itself of the feasibility of the Contract and of all circumstances and conditions relating to availability of materials components and other goods and equipment required in the execution of the Contract and the conditions on site so far as the same may affect the performance of the Works.
<b>CONTRACT WORK</b>	
3.1	The supplier shall supply the Goods and Works detailed in the Company's order and in any specification drawings or designs referred to therein or prepared in accordance therewith
3.2	All terms of the Order as to quantity, description, specification, price, weight, quality or otherwise shall be conditions of the contract and any breach thereof shall entitle the Company to treat the contract as repudiated by the Supplier and to claim damages.
<b>DELIVERY/ADVICE NOTES</b>	
4.1	A detailed delivery/advice note is required for each consignment. Goods not so covered by such a note may be refused.
4.2	The Supplier shall comply in all respects with the Company's programme for delivery of Goods and/or commencement, execution and completion of Works.
4.3	The Goods properly packed and secured in such a manner as to reach their destination in good condition shall (unless otherwise directed by the Company) be delivered by the Supplier to the Company's premises carriage paid. Delivery shall be effected when the Goods have been unloaded and the delivery has been accepted by a duly authorised officer, employee or representative of the Company. Where due to failure on the part of the Supplier to conform to agreed delivery it becomes necessary for Goods to be sent by a more expeditious method than would normally be employed the Supplier will be responsible for the extra costs involved.
4.4	A packing note quoting the Company's order number must be sent with the Goods to the place of delivery and an advice note must be forwarded separately on the day of despatch to the destination specified on the order.
4.5	In the event that Goods are delivered before the date specified in the contract then the Company shall be entitled at its sole discretion to refuse to take the delivery or charge for insurance and storage thereof until the contractual date for delivery.
4.6	If for any reason the Company is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.
4.7	If a carrier is specified in connection with any order such carrier shall be deemed to be an agent of the Supplier and not the Company.
<b>ORDER</b>	
5.1	Contracts should be commenced only on receipt of an official order from the Company and in accordance with the programmed (if any) supplied.
5.2	Instruction and variations to the contract must be confirmed on an official order of the Company without which payment MAY BE WITHHELD
5.3	The order number should be stated in all correspondence and other documentation relating to this contract or its performance.
5.4	If the performance of the contract requires the Company to have any licence or other permit from any government or other authority at home or overseas, the order shall be conditional upon such licence or other permit being obtained.
<b>TIME</b>	
6.1	Where time is specified such provision shall be of the essence of the contract.
6.2	Failure by the Supplier to adhere to any provision as to time contained in the order or in any programme supplied pursuant thereto shall entitle the Company at its option to treat the contract as repudiated in whole or in part. The Company shall be entitled to exercise its option at any time notwithstanding that this it has acquiesced in any delay unless a written extension of time has been given to the Supplier by a director of the Company and the time of any extension has not elapsed. Further the Company shall be entitled to recover from the Supplier any loss damage or expense incurred by the Company by reason of such delay.
6.3	Failure by the Company to exercise this option with respect of any part of an order shall not be deemed to constitute a waiver with respect to any subsequent part of the order.
<b>PRICE AND PAYMENT</b>	
7.1	Unless otherwise specified by the Company all prices are fixed and are not subject to escalation. Where the Company has specifically agreed to allow increased costs of materials and labour to be charged, details of all increases together with full substantiation in the form of original and revised price lists, copies of wage increases agreements and time sheets signed by the Contracts Manager must be submitted monthly to the Company.
7.2	The Company shall not be responsible for the payment of any charges for Works performed or Goods supplied in excess of Works or Goods required by the order or any variation thereof unless authorised in writing by a further priced order.
7.3	Where an order is placed on a price by weight basis the quantity shall be at least the specified weight and with an excess of 2.1/2% maximum.
7.4	No payment of or on account of the contract price shall constitute any admission by the Company as to proper performance by the Supplier of its obligations.
7.5	No payment will be made for containers, crates or packing materials of any description except by special arrangement in writing. The Company shall only be responsible for returning containers and durable packaging to the Supplier if the cost is paid by the Supplier and if the order so requires.
7.6	Invoices shall not be rendered by the Supplier until completion.
7.7	All invoices for Goods supplied or Works performed must be rendered bearing the Company's order number. Unless otherwise agreed in writing invoices shall be payable at 2 months following the month in which the invoice is accepted, delivery is effected or the Works completed, whichever is the later.
7.8	All invoices for Goods or Works included in the order must be submitted to the address given on the order and must include the following details: (a) The order number (b) Details of the Goods, materials or Works supplied. (c) Prices and amounts claimed. (d) Particulars of all trade and other discounts. (e) Where consigned, date of despatch and mode of carriage (including route) (f) Signed copies of all delivery notes, for deliveries to site (not required for Works deliveries)
7.9	A statement of account must be rendered by the tenth day of the month following delivery.
<b>OUTWORK</b>	
8	Where the supplier has contracted the process service or otherwise work upon Goods or materials delivered to it by or on behalf of the Company then in such event:
8.1	property in the Goods and materials will at all times remain in the Company or other true owner as the case may be, and shall not pass nor be deemed to pass to the Supplier. All such Goods and materials shall be kept separately from other goods and materials of the Supplier and shall be kept identified as to ownership.
8.2	the work of processing, servicing or as otherwise required shall be performed by the Supplier strictly as specified in writing by the Company or, failing any specification, in accordance with best practice.
8.3	the Supplier shall make a physical check of the Goods and materials supplied to it within three days of receipt thereof and it shall notify the Company within such time of any shortage or defect or damage in the Goods supplied. After such time the Goods will be conclusively presumed to have no shortage or defect or damage.
8.4	all risk in respect of Goods and materials delivered to the Supplier hereunder shall be the sole responsibility of the Supplier and the Supplier shall also be liable for all loss and damage caused to the Goods or materials in the course of performance of the contract Works sale in circumstances where such loss damage or destruction is caused by reason of the careful and proper performance of the Works in accordance with a written specification supplied by the Company.
8.5	a written record of all wastage of Goods and materials supplied for processing servicing or otherwise shall be given by the Supplier to the Company upon request.
8.6	the Supplier shall fully insure against all risk of damage or loss to Goods and materials supplied to it hereunder and in the event that Goods shall be lost damaged or destroyed it shall account to the Company for the full value thereof forthwith upon demand.
<b>RISK AND TITLE</b>	
9.1	Risk shall pass to the Company in respect of all Goods or materials purchased pursuant to this contract at such time as the Supplier shall have completed all its obligations hereunder in full to the satisfaction of the Company.
9.2	Where the Company agrees to purchase Goods or materials pursuant to this contract title shall pass to the Company as soon as they are delivered to the premises specified in the contract for delivery or performance whether or not further Works have still to be performed on or in connection with such Goods or materials by the Company or the Supplier or other party whatsoever.
9.3	All tools equipment and materials whether belonging to the Supplier or provided by the Company for the purpose of the performance of the Supplier's obligations hereunder shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the Company or other premises whatsoever pursuant to this contract.
9.4	Where the Supplier has contracted to perform services or Works upon Goods or materials without title thereto passing to or belonging to the Supplier then in such event risk shall pass to the Supplier in respect of such Goods and materials when it takes delivery thereof and it shall remain at risk until the Goods or materials processed or worked upon as the case may be redelivered to the Company. Delivery for the purposes of this condition shall mean the time of parting with physical possession by the Company or the acceptance of delivery by a duly authorised officer employee or representative of the Company or when the Company makes the Goods available to the Supplier for the performance of the contract Works.
9.5	The Supplier shall fully and effectively insure against loss or damage to all property in respect of which it is expressed to be at risk under these conditions.
<b>INSPECTION AND TESTING</b>	
10.1	Any inspector or representative authorised by the Company shall be entitled to inspect the Goods and Works either complete or in the process of manufacture or performance at any reasonable time at the place of manufacture or performance and to require all defects of deficiencies to be made good and alterations made in the event of any failure in the opinion of the Company to comply with the terms of the Company's order provided nevertheless that such inspection or right to inspect shall not itself constitute acceptance or approval of the Goods.
10.2	Before despatching the Goods or seeking to hand over the Works the Supplier shall carefully inspect and test them for compliance with the specification. The Supplier shall, if requested by the Company, give the Company at least 7 days notice of such tests and the Company shall be entitled to be represented thereat. The Supplier shall also at the request of the Company supply to the Company a copy of the Supplier's test sheets certified by the Supplier to be a true copy.
10.3	No Goods or Works shall be deemed to have been accepted by the Company until any certificate required by it from the Supplier that the Goods are satisfactory has been provided.
<b>MEETINGS AND COMMUNICATIONS</b>	
11.1	Where the Contract specifies that the Goods or Works (or any equipment or materials to be provided in association therewith) are to be supplied by the Supplier in fulfilment (in whole or in part) of any obligations of the Company under another contract or where the Supplier has been nominated as a nominated supplier or nominated subcontractor to the Company under any other contract then the conditions and obligations imposed upon the Company by such other contract ('the Main Contract') shall so far as the same relate to the Goods or Works be correspondingly undertaken by the Supplier in favour of the Company. The Supplier shall make itself conversant in all respects with the terms and conditions requirements and scope of the Main Contract.
11.2	The Supplier will free of charge attend such meetings with the Company and other persons as may be reasonably required by the Company generally in relation to the Supply or use of the Goods or

	Works or otherwise in relation to the performance of this contract and any problems that may arise in relation thereto.
11.3	Save in relation to the proper performance of the Contract the Supplier shall not without the written consent of the Company approach or have direct dealings with any person firm or Company in relation to the performance of this contract or the performance of any other contract or arrangement for the supply of goods or services related or incidental thereto any approach to the Supplier by any such person firm or company upon any such matter shall forthwith be reported in detail by the Supplier to the Company.
<b>DRAWINGS AND DESIGN</b>	
12.1	Title and copyright in all drawings and designs of the Goods and Works or any part thereof and in all specification and data relating thereto provided to the Supplier by the Company or prepared or made by the Supplier its employees agents or sub-contractors for the express purpose of fulfilling this contract shall vest in and belong to the Company absolutely.
12.2	Title and copyright in all drawings and designs of dies tools patterns and other appliances used in the manufacture of the Goods or performance of the Works or part thereof provided to the Supplier by the Company or prepared or made by the Supplier its employees agents or sub-contractors for the express purpose of fulfilling this contract shall vest in and belong to the Company absolutely.
12.3	The Supplier hereby agrees that where the Contract Drawings are prepared by it or by persons employed commissioned or otherwise engaged by the Supplier for the purposes of fulfilling this contract with the Company then it will without charge upon request execute an assignment of copyright or procure that an assignment of copyright is obtained from the author of the drawing or design as the case may be in favour of the Company.
12.4	The Contract Drawings shall under no circumstances be used copied loaned or otherwise made use of by the Supplier save in the fulfilment of this contract or any other placed by the Company upon the Supplier.
12.5	The Supplier shall forthwith upon request at any time and without charge deliver to the Company the Contract Drawings all other specifications data and other documentation relating to the Goods or Works or any part thereof or used in the manufacture or performance thereof in the possession of the Supplier or in the possession of any other person firm or Company who has possession of such documentation through under or by direction of the Supplier.
12.6	The Supplier shall be responsible for any discrepancies errors or omissions in the drawings and specifications prepared or supplied by it whether approved by the Company or not.
12.7	The Supplier shall take all reasonable steps to ensure that its directors officers employees and any supplier to whom it shall disclose any of the drawings designs specifications and data of the Company as herein before provided shall not disclose the same or in any part thereof to any unauthorised persons.
12.8	The supplier confirms that all designs and specifications originated or developed by it or any other person firm or company at its direction are such that Goods supplied or Works performed in conformity therewith will be safe and without risk to health when properly used.
<b>DIES AND TOOLS</b>	
13.1	In the event that the Supplier manufacturers fabricates or otherwise obtains from any source whatsoever dies tools and patterns specifically for the purpose of manufacture of the Goods or performance of the Works or any parts thereof or in the case of general utility dies tools and patterns where they are to be charged to the Supplier as a specific priced item then title in such dies tools and patterns (if not previously vested in the Company) shall thereupon become vested in the Company absolutely.
13.2	Any price quoted by the Supplier for the Goods or Works as the case may be shall separately itemise the price of dies tools and patterns where required by the Supplier for the performance of this contract if no separately priced item is included in the quotation then the Supplier shall not after the contract has been concluded be entitled to make any separate or further charge therefor.
13.3	The Supplier shall at any time upon request forthwith deliver up to the Company all dies tools and patterns which belong to the Company and which are in the possession of the Supplier or any other person firm or company who has possession of such dies tools and patterns through under or by direction of the Supplier. No lien set off claim or counterclaim or the Supplier against the Company (but without prejudice thereto) shall entitle the Supplier to withhold delivery up of dies tools and patterns as herein provided save that if there is any outstanding charge or cost which has been agreed as a specific priced item to be paid by the Company to the Supplier in respect of any die tool or pattern so requested then such outstanding amount shall first be paid by the Company to the Supplier before delivery up of such die tool or pattern by the Supplier to the Company.
13.4	Under no circumstances whatsoever shall the Supplier use the dies tools and patterns referred to in this condition otherwise than in the fulfilment of the Company's order or any other order placed by the Company upon the Supplier.
13.5	The Supplier shall be responsible to ensure the safe-keeping and proper maintenance of all dies tools and patterns belonging to the Company until such time as the same are returned to the Company whether or not the same be in the possession of the Supplier or some other person firm or company having possession through under or by the direction of the Supplier.
<b>TITLE QUALITY AND GUARANTEE</b>	
14.1	Goods shall be as safe as persons generally are entitled to expect and shall be supplied strictly in accordance with the quantities specification and stipulations contained in the contract and the Works shall be performed by the Supplier in accordance with best practice. The Goods shall be fit for any particular purpose for which the Goods are being bought which expressly or by implication is made known to the Supplier.
14.2	All Goods and works shall comply in all respects with the requirements of the contract and the Main Contract (if any) and save in so far as the same may be in incompatible therewith the Goods and Works shall confirm in all respects with any relevant British Standard and approved Code of Practice.
14.3	The Supplier warrants that the design construction and quality of the Goods to be supplied under the order comply in all respects to all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having force of law which may be in force at the time the Goods are delivered in the United Kingdom of Great Britain and Northern Ireland and any other territory to which the Company has informed the Supplier the Goods may be supplied.
14.4	Unless the Goods are proprietary goods of the Supplier's design intended for sale generally the supplier shall not without the written consent of the Company mark the Goods with any trade name or device whatsoever.
14.5	The Supplier warrants his expertise and confirms the accuracy of all statements and representations made in respect of the Goods and Works.
14.6	The Company shall be entitled to require the Supplier to perform the obligations contained in subclause 14.7 or at its option reject the Goods and/or Works and treat the contract as repudiated at any time prior to the expiration of the following periods
14.6.1	if a defect, damage or faulty workmanship is discovered by the Company which is or would be apparent on a responsible visual inspection, three months after delivery of the Goods or completion of the Works
	or
14.6.2	if any other defect, damage or faulty workmanship is discovered, three months after the Company has discovered the defect damage or faulty workmanship in question
14.7	Without prejudice to the Company's right to treat the contract as repudiated where the Company notified the Supplier that the Goods or Works are not in conformity with the contract or of the existence of any defect damage or faulty workmanship in the Goods or Works
14.7.1	the supplier shall instruct the Company within 14 days with regard to the disposal storage or return of such Goods or rectification of the Works as the case may be and in default all such matters shall be in the Company's discretion. All costs and expenses hereunder shall be borne by the Supplier.
14.7.2	the supplier shall be responsible for making good including full replacement all costs of delivery to site and installation with all possible speed necessary to rectify any defects or damage in the Goods supplied or Works performed (fair wear and tear excepted together with all direct and consequential costs of the Company in relation to the premises at which the Goods are situated or Works performed or to other plant and machinery incurred in order to enable or facilitate such replacement or rectification by the Supplier
14.8	Notwithstanding that :-
14.8.1	the Company has accepted the Goods or Works or part thereof, or
14.8.2	title in the Goods has passed to the Company, the breach by the Supplier of any express or implied term to be fulfilled by it in relation to the whole or any part of the contract may be treated as a ground for rejecting the Goods and/or Works and treating the contract and any other contract as repudiated, notwithstanding any prior acquiescence or indulgence by the Company
<b>HEALTH AND SAFETY</b>	
15.1	The Supplier warrants that in the design manufacture supply and installation of the Goods and the performance of the Works and the provision or information relating thereto it will comply with the duties imposed on it by the Health and Safety at Work Etc Act 1974 and any amendment thereto or re-enactment thereof and of all other statutory provisions bye-laws rules or regulations so far as they are applicable to the Goods and Works and that it will perform this contract such that no liability is incurred by the Company under such statutory provision bye-laws rules and regulations.
15.2	The Supplier shall in all circumstances where a product is supplied to the Company supply therewith written instructions information and warnings relating to the product to ensure the product is used safely whether or not such written instructions information and warnings are produced by the Supplier.
15.3	The Supplier will ensure that all Goods supplied will be supplied with all necessary safety guards and devices sufficient to comply with current statutory requirements. Where Goods are to be supplied without guards or safety devices then the Supplier must
15.3.1	state such to be the case in writing in its quotation acknowledgement or order
15.3.2	specify in writing such guards and devices as will be required to be purchased by the Company
<b>INDEMNITY</b>	
16	The Supplier shall indemnify the Company against
16.1	all losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) that the Company may incur
16.1.1	which the company would not have incurred had the Supplier fulfilled its express or implied obligations under this contract, or
16.1.2	in the event that any claim is made against the Company pursuant to the Consumer Protection Act 1987 relating to the Goods whether or not the Goods have become part of the composite product or products produced by the Company (unless such claim arises solely from the wilful act or wilful default of the Company), or
16.1.3	in connection with any claims for infringement of any letters patent copyright registered design or trade mark by reason of the use or sale of the Goods supplied or Works performed (save where the same shall have been manufactured or performed in accordance with specifications or designs supplied by the Company), or
16.1.4	in connection with any claims in respect of royalties payable by the Supplier in respect of its use or possession of the Goods save where the potential liability to royalty was disclosed by the Supplier to the Company prior to entering into the contract
16.1.5	in connection with any claim made against the Company arising out of the acts and omissions of the Supplier or its sub-contractors
<b>SUPPLIERS INSOLVENCY OR DEFAULT</b>	
17	Without prejudice to any other rights or remedies to which it may be entitled the Company may terminate the Order forthwith and without liability in the event that :
17.1	If the Supplier shall become bankrupt or unable to pay its debts as prescribed by Section 123 of the Insolvency Act 1986 or compound with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Supplier (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if an Administrative Receiver or Manager is appointed of all or part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.
17.2	The Supplier commits any breach of its obligation hereunder and fails to rectify such breach within seven days of receipt of written notice from the Company requiring remedy thereof
<b>CHANGES AND TERMINATION</b>	
18.1	The company may at any time by notice in writing make changes in the general extent scope or time scale of the Contract and the Supplier shall comply with such changes. If a change affects the time for or cost of performance in either direction, a mutually agreed equitable adjustment shall be made in the periods of time fixed for delivery and performance and to purchase price based on the original contract price and delivery and performance periods. All claims for adjustment by the Supplier under this clause must be asserted in writing within thirty (30) days from date of notification of the change in default of which such claims shall be waived. The Supplier shall not be entitled to delay in proceeding with the contract as changed pending agreement as herein required and the Supplier shall not be entitled to treat the Contract as repudiated and claim damages or any other relief from or against the Company by reason of any such alteration.
18.2	Without prejudice to any other specific provision of this contract or any other lawful right available the Company shall have the right to terminate the contract in whole or in part at any time by giving written notice to the Supplier whereupon all works thereby cancelled shall be discontinued and the Company shall pay to the Supplier such portion of the order price as may be fair and reasonable having regard to the value of the Works done, services provided and of the goods delivered under the order and in such event no further sum or sums shall be due by way of damages loss or profits or otherwise from the Company to the Supplier by virtue of such termination.
<b>CONFIDENTIALITY</b>	
19.1	Neither the order nor the name of the Company shall be used by the Supplier for advertisement or publicity purposes without the Company's prior written consent
19.2	The Supplier shall not either during the period of the order or at any time thereafter disclose to any person or firm or company any manufacturing process or trade secret of the Company in connection therewith or any information relating thereto

<b>SUB-CONTRACTORS</b>	
20.1	The Supplier shall be entitled to subcontract the supply of proprietary equipment to be incorporated in the Goods or the Works provided such equipment is separately detailed in its quotation subject thereto the Supplier shall not without written consent of the Company sub-contract or assign all or any part of the order
20.2	Any authority given by the Company for the Supplier to sub-contract the order, or any part thereof shall not impose any duty on the Company to enquire as to the competency of any authorised sub-contractor but the supplier shall ensure that any authorised sub-contractor is competent and that the Works are properly done
<b>VALUE ADDED TAX</b>	
21	In the event that the Supplier is registered for Value Added Tax it is required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods and or works supplied in accordance with the order
<b>FORCE MAJEURE</b>	
22	Neither the Company nor the Supplier shall be liable for any delays or failure to perform obligations hereunder where such delay or failure is due to Acts of God, war, riot, civil commotion or any governmental restriction order or regulation or statutory prohibition.
<b>ARBITRATION</b>	
23	If any dispute or difference shall arise between the parties in respect of the interpretation of this contract or the performance thereof by either party, the same shall be referred to the decision of a sole arbitrator to be mutually agreed or failing agreement to be appointed by the President for the time being of the Law Society. Submission shall be subject to and in accordance with the Arbitration Act 1950 or any statutory modifications or re-enactment thereof for the time being in force.
<b>ENGLISH LAW</b>	
24	This contract is subject to English Law and to the jurisdiction of the English Courts only
<b>HEADINGS</b>	
25	The headings in these conditions are for convenience only and are not for the purpose of reference nor interpretation