
TERMS AND CONDITIONS OF PURCHASE

1. General

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered by or relied on by the Seller whether in negotiation or at any stage in the dealings between the Buyer and Seller with reference to the Goods to which this Contract relates. Without prejudice to the generality of the foregoing, the Buyer will not be bound by any standard or printed terms furnished by the Seller in any of its documents, unless the Seller specifically states, in writing, separately from such terms that it intends such terms to apply and the Buyer acknowledges such notifications in writing.

2. Forecasts

The Buyer will supply the Seller with non-binding rolling three month forecasts which the Buyer will update at the beginning of each calendar month. The Seller agrees that it will carry sufficient and adequate stock of the Goods to meet all forecasted orders placed by the Buyer (including building stock for the periods of peak demand if required by the Buyer).

3. Specification, Description, Sample

The Goods will be in conformity with the specifications, drawings, samples or other description of the Goods contained in or referred to in this Contract.

4. Quality

The Goods will be free from any and all defects in materials, workmanship and/or design and will comply with all legal requirements and regulations relating to the Goods.

5. Fit for Purpose

If the purpose for which the Goods are required is made known to the Seller expressly or by implication, the Goods shall be fit for that purpose.

6. Delivery

The Goods must be delivered carriage paid to such destination as the Buyer may direct. The Buyer shall hold responsible the Seller in the event that damage to the Buyers property occurs on delivery, regardless of whosoever made such delivery.

7. Risk

Risk in the Goods shall pass to the Buyer on acceptance.

8. Property

The property in the Goods shall pass to the Buyer upon the delivery of the Goods or payment for the Goods, whichever is earlier.

9. Rejection

If any of the Goods or the packages containing the same, do not comply with any term of this Contract including quantity, quality or description, the Buyer shall be entitled to reject those Goods or any part of them at any time after delivery, irrespective of whether the Buyer has accepted them. Any acceptance of such Goods by the Buyer shall be without prejudice to any rights that the Buyer may have against the Seller. The Buyer shall be entitled to return any rejected Goods, carriage forward, to the Seller at the risk and expense of the Seller.

10. Non-Delivery

If the Seller does not deliver the Goods or any part thereof within the time specified in the Contract, the Buyer shall be entitled to terminate the Contract, purchase other goods of the same or similar description to make good such default, and recover from the Seller the amount by which the cost of so purchasing other goods exceeds the price which would have been payable to the Seller in respect of the Goods replaced by such purchase, without prejudice to any other remedy for breach of Contract.

11. Price

The prices stated in this Order are firm.

12. Payment

Payment of an invoice received by the Buyer from the Seller is due within the terms stated on the front of the Purchase Order, and will be 30 days from the end of the month of invoice unless otherwise agreed in writing.

13. Intellectual Property

13.1 Nothing in the Contract, nor modifications to the Goods made by the Seller shall affect, or grant any right to, any intellectual property rights owned by the Buyer.

13.2 The Seller shall indemnify and keep the Buyer indemnified from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered or unregistered design, registered or unregistered trade mark or copyright arising out of the sale or use of any Goods supplied under this Contract, provided always that the Seller shall not be required to indemnify the Buyer against such infringements to the extent that the Goods are supplied to the particular design or specification of the Buyer.

14. Indemnity

The Seller shall indemnify and keep the Buyer indemnified against all claims, costs, expenses, loss or damage whether direct or consequential which the Buyer may suffer howsoever arising from the Seller's breach of any of its obligations under this Contract.

15. Termination

The Buyer may immediately terminate the Contract by written notice if the Seller:

15.1 breaches the terms of the Contract (and if remediable the breach has not been remedied within 14 days of the Seller receiving notice requiring it to be remedied);

15.2 ceases or threatens to cease to carry on business;

15.3 is subject to a change of control; and/or

15.4 is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action or any jurisdiction or any step is taken (including, without limitation, the making of any application or the giving of any notice) by it or by any other person in respect of any of the circumstances set out in this clause 15.4.

16. Variation

Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

17. Assignment and Subcontracting

The Seller shall not assign or transfer the whole or any part of this Contract or subcontract the production or supply of any Goods to be supplied under this Contract without the prior written consent of the Buyer. The Buyer may assign or transfer the benefits or obligations of the whole or any part of this Contract.

18. Confidentiality

The Seller shall not use and/or disclose any confidential information which is acquired by it about the Buyer's business except in the proper performance of the Contract.

19. Force Majeure

Neither the Seller nor the Buyer shall be liable to the other for any failure to fulfil its obligations under the Contract if such a failure is caused by circumstances beyond its reasonable control ("Force Majeure Event"). If the Seller is affected by a Force Majeure Event, it shall inform the Buyer within one day of the occurrence of the Force Majeure Event giving full details of its expected effect and duration. If the Force Majeure Event continues in excess of 30 days the Buyer may terminate the Contract.

20. Law

This Contract between the Seller and the Buyer shall in all respects be construed in accordance with English law. The parties to the Contract submit to the non-exclusive jurisdiction of the English courts.

21. Definitions

21.1 "Buyer" means Cameron-Price Limited.

21.2 "Contract" means the agreement between the Seller and the Buyer formed by the Order, these terms and conditions of sale and any other subsequent terms agreed by both parties in writing and signed on their behalf.

21.3 "Goods" means the articles or things or any of them described in the Order.

21.4 "Order" means the order placed by the Buyer for the supply of the Goods.

21.5 "Seller" means the person, firm or company to whom the Order is addressed.