

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

“the Seller”	the person(s), firm or company with whom an order is placed for the Goods by the Company;
“the Company”	Amscreen Group Limited, Amscreen House, Paragon Business Park, Chorley New Road, Horwich, Lancashire, BL6 6HG, England registered number 2754172
“Contract”	any contract between the Company and the Seller for the purchase of the Goods, incorporating these Conditions;
“Goods”	any goods agreed in the order to be supplied to the Company by the Seller
“Order”	the Company’s official instructions to the Seller in writing to supply the Goods on these Conditions and where those instructions conflict with the terms of these Conditions those instructions shall prevail.
“Warranty Period”	a period of twenty four months commencing on the date of delivery.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

2 APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Seller purports to apply under any quotation, confirmation of order, specification or other document).

2.2 These Conditions apply to all the Company’s purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

2.3 Each order for Goods by the Company from the Seller shall be deemed to be an offer by the Company to purchase Goods subject to these Conditions.

2.4 By taking action against the order, the Seller will have deemed to have accepted these Conditions.

2.5 The Company accepts no liability for any Goods delivered unless the order has been placed on its behalf by a duly authorised officer of the Company, and an official purchase order number has been generated. The order number must be quoted on all delivery and invoice documentation relating to this order. Failure to quote the order number will result in the non payment of any invoices raised.

3 VARIATION AND CANCELLATION OF ORDERS

3.1 The Company may vary or cancel any order in writing it has placed for Goods which has not yet been accepted by the Seller without penalty.

3.2 The Company shall have the right to cancel an accepted order in whole or in part at any time for any reason whatsoever by giving the Seller notice thereof in writing. In such event, the Company shall (except where the order has been cancelled due to breach by the Seller) pay the Seller a fair and reasonable sum for all materials used and work done up to the time of the cancellation whereupon the property in such materials shall pass to the Company. The Company shall not be liable for any other loss including consequential or indirect loss suffered by the Seller or any third party as a result of such cancellation.

4 DESCRIPTION & QUALITY

4.1 The description of the Goods shall be as set out in the order raised by the Company.

4.2 The Goods shall be supplied in strict accordance with the order and any description or specification set out in the order or any quotation referred to therein and shall correspond with any samples or patterns and shall be of the quality, quantity, standard and description specified. The Company shall not be liable for any excess costs or charges arising from deviations from the specification or quantity set out or referred to in the order.

4.3 The Goods should comply in all respects with the warranties given in clause 9.

4.4 The Company reserves the right to reject any of the Goods which are faulty or do not conform to the quality, quantity, standard or description specified in an order. The Company may return any rejected Goods at the Seller’s risk and expense. The Company shall not be deemed to have accepted any goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.5 Prior to delivery the Seller shall inspect and test the Goods for compliance with the order and in assessing their fitness for use the Company shall be deemed to rely upon the Seller’s skill and judgement. The Seller shall, if requested by the Company supply certified copies of records of such inspection and tests free of charge. The Seller will grant to the Company, its nominated representative or customer, a right of access at all reasonable times for the purpose of verifying product against specified requirements, checking progress and carrying out or witnessing and/or inspection procedures. Such tests and inspection as the Company may carry out shall not in any way diminish, affect or impair on the Seller’s obligations nor shall it preclude subsequent rejection.

4.6 Any performance characteristics specified by the Seller in any tender, quotation or literature prepared by the Seller or specified in the Contract are of the essence and shall form part of it. The Seller will inform the Company immediately of any modification affecting the performance or essential specified characteristics of the Goods or any tooling associated with the Goods as found necessary during commissioning or manufacture. The Company shall not be bound to accept any modification unless it has agreed to do so in writing.

5 DELIVERY

5.1 Unless otherwise agreed in writing by the Company the Goods shall be delivered to the Company’s place of business noted in clause 1.1 above and shall be made at the time or times and in the manner specified in the order.

5.2 Time shall be of the essence of this order.

5.3 All deliveries shall be accompanied by a delivery note showing the order number and in the case of part delivery the outstanding balance remaining to be delivered. The Goods shall be properly marked and shall be appropriately packed and protected against damage and deterioration in transit.

5.4 In the event of the Goods not being made available on the date(s) specified in the order the Company will retain the right to cancel the order without penalty. The Company reserves the right to make alternative delivery arrangements and claim an allowance equal to any carriage charge incurred.

6 REJECTION & CANCELLATION

6.1 If, throughout the Warranty Period, the goods do not comply with the order or any of the Conditions of the order are broken or not complied with by the Seller, or it is clear that the Seller will be unable to perform its part of the order, the Company shall at its sole discretion be entitled to reject the Goods and/or cancel the order (notwithstanding that the property in the Goods may have passed) by giving written notice to the Seller. Without prejudice of any rights that the Customer may have by statute, common law or otherwise, the Company may elect any of the following provisions where appropriate to apply:

6.1.1 The Company may return to the Seller (at the Seller’s risk and expense) any rejected Goods or any Goods already delivered which, by reason of non-delivery of the balance are not reasonably capable of use by the Company. Alternatively, the Company may require the Seller to collect the same.

6.1.2 And the Company may at its discretion require the Seller (within a period of seven days) to either restore or rectify the Goods to its satisfaction at the Seller’s expense or to replace (within a period of 7 days) any Goods so rejected upon the same conditions as herein stated.

6.1.3 At the Company’s sole option, and whether or not the Company has required the Seller to restore or rectify the Goods, to treat the Contract as discharged by the Seller’s breach and require the repayment of any part of the price for the Goods which has been paid.

6.1.4 The Company reserves the right to carry out at the Seller’s expense such work as may be necessary to make the Goods or any part thereof comply with the order.

7 RISK & TITLE

7.1 The Goods shall remain at the Seller’s risk until accepted by the Company. The property in the Goods shall pass to the Company on delivery or when the Goods become appropriated to the Contract.

8 PRICE & PAYMENT

- 8.1 The price stated in the order is inclusive of all costs, charges and expenses including packaging, packing, transportation and insurance costs. No variation in the price of the Goods will be accepted for any reason whatsoever except with the prior written consent of an authorised officer of the Company.
- 8.2 The Company reserves the right to deduct from any monies due or becoming due to the Seller, any monies due from the Seller to the Company under the Contract or any other contract whether relating to the supply of goods or otherwise.
- 8.3 Payment shall normally be made against the Seller's valid and approved invoices at the end of the month following the month of invoice.
- 8.4 Seller's invoices should be delivered to the address of the Company noted in clause 1.1 above.

9 WARRANTY

- 9.1 The Seller warrants to the Company that throughout the Warranty Period the Goods:-
- 9.1.1 will be of merchantable quality and fit for their purpose;
- 9.1.2 will be free from defects in design, material and workmanship;
- 9.1.3 will correspond with any relevant quotation, specification, sample and other details included in the order; and
- 9.1.4 will comply with all relevant statutory requirements and regulations.

10 INDEMNITY

- 10.1 The Seller shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company, or for which the Company may be held liable to third parties, as a result of or in connection with:
- (a) breach of any warranty given by the Seller in relation to the Goods whether under the Contract or otherwise;
- (b) claims in respect of breach of any statutory duty;
- (c) any act or omission of any of the Seller's personnel in connection with the supply, delivery or installation of the Goods;
- (d) any claim that the Goods infringe, or that their use or resale infringes any patent, trade or service mark (whether or not registered), trade name, registered design, copyright, unregistered design right, or other intellectual property right belonging to any third party.

11 CONFIDENTIALITY

- 11.1 This order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised to any third party for any reason without the Company's prior written consent.
- 11.2 The Seller will not use the Company's name or other identity for advertising or publicity purposes without the prior written consent of the Company.
- 11.3 The Seller will not copy, publicise or make available to any third party any drawings, patterns, tooling of any kind, written instructions, specifications, software and other technical papers supplied by the Customer or produced by the Seller at the Company's cost for the purposes of this order and the same shall remain the Company's property, and must be returned to the Company on demand free of charge.

12 ASSIGNMENT

- 12.1 The Seller shall not be entitled to assign, novate or otherwise transfer the Contract or any part of it without the prior written consent of the Company.

13 FORCE MAJEURE

- 13.1 Neither the Seller nor the Company shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of their respective obligations in relation to the provision of the Goods if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control, accident, civil commotion, riot, war, fire, lockouts, strikes, industrial disputes (whether involving employees of the Company, the Seller or a third party), acts of God, explosions, floods, or restrictions, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority (an Event of Force Majeure).
- 13.2 If an Event of Force Majeure results in the Seller being unable to comply with these Conditions or with the terms of the order, the Company may cancel the order without penalty and all amounts paid under the order will be repaid to the Company.

14 TERMINATION

- 14.1 The Company may (by notice in writing to the Seller), without prejudice to any of its other rights, stop any Goods in transit and/or suspend further deliveries of Goods and immediately terminate any order or Contract if:
- 14.1.1 the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
- 14.1.2 the Seller suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against him/it, or fails to observe/perform any of its obligations under the contract or any other contract between the Company and the Seller, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Seller ceases to trade; or
- 14.1.3 the Seller encumbers or in any way charges any of the Goods; or
- 14.1.4 the Seller takes or suffers analogous action or proceedings or becomes insolvent under foreign law; or
- 14.1.5 the Seller commits any material breach of Contract between the Company and the Seller; or
- 14.1.6 the Seller fails to pay any sum due on the due date or in any other manner.
- 14.2 Conditions 4.5, 4.6, 9, 10, 11 and 16 shall survive termination of the Contract as shall any provisions which are expressed, or by implication are intended, to survive termination of this Contract.

15 EQUIPMENT ON LOAN & INSURANCE

- 15.1 The Seller will insure to their full value any goods, tools, material and any other property provided by or through the Company to the Seller for the Seller's use while they are in the Seller's possession or in the possession of any carrier employed by the Seller.
- 15.2 The Seller shall be responsible for the safe keeping of any equipment issued or tooling procured by the Company to the Seller's personnel on free loan and also for its maintenance in good working order.
- 15.3 The Seller shall make good any loss of or damage to such free loan equipment or tooling at his own expense and shall ensure its return at the end of the period of free loan in good condition, fair wear and tear excepted.

16 NON CIRCUMVENTION

- 16.1 The Seller shall under no circumstances (without the prior written agreement of a Director of the Company) agree to deal with or enter into discussions with any of the customers of the Company to which the Goods are supplied on to (whether in whole or following any adaptation of the Goods). Any breach of this clause will give rise to a claim for damages.

17 GENERAL

- 17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 17.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

18 THIRD PARTY RIGHTS

- 18.1 A person who is not a party to the Contract has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.