

# Terms and Conditions for the Purchase of Goods and Services

## 1. Definitions

---

- 1.1 The words used in these conditions of purchase shall have the meanings set out as follows:
- 1.2 'Conditions' means the terms and conditions of purchase set out herein.
- 1.3 'Due Date' means the date stated in the Order for delivery of the Goods and/or Services.
- 1.4 'Goods' mean the articles, products and components, tangible or intangible or any part of them described in the Order, which are supplied to the Purchaser by the Supplier.
- 1.5 'Incoterms' mean the international rules for the interpretation of trade terms of the International Chamber of Commerce that are in force at the date when the Contract is made.
- 1.6 'Intellectual Property Rights' means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- 1.7 'Order' shall mean the Purchaser's purchase order document and, where used, Specification specifying the Goods and/or Services to be supplied.
- 1.8 'Purchaser' means Weatherhaven Global Solutions Ltd. Oakley's Yard, Gatehouse Road, Rotherwas Industrial Estate, Hereford, HR2 6LR, UK.
- 1.9 'Services' means any services or facilities or any part thereof described in the Order and provided to the Purchaser by the Supplier.
- 1.10 'Specification' means the Purchaser's specification document accompanying the Order detailing the Goods and/or the Services required.
- 1.11 'Supplier' means the person, firm or company to whom the Order is addressed and sent.
- 1.12 Any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions unless the

Terms and Conditions for the Purchase of Goods and Services DOC/WGS/16006  
context requires otherwise. If there is any conflict between the provisions of  
Incoterms and these Conditions, the latter shall prevail.

## 2. Application of these Conditions

---

- 2.1 These Conditions shall apply to the exclusion of all other terms and conditions of the Supplier save for those set out in the Order or otherwise agreed by the Purchaser in writing which shall take precedence in the event of conflict with these Conditions.
- 2.2 No variations to the Order or to these Conditions or any assignment of the Order by the Supplier shall be binding on the Purchaser unless confirmed by the Purchaser in writing.
- 2.3 The Order shall remain valid for a period of four (4) weeks from the Order date.

## 3. Documents

---

- 3.1 The Supplier shall enclose a packing note with the Goods and the Order number shall be endorsed on all packages.

## 4. Quality

---

- 4.1 The Goods shall be of sound materials and workmanship and conform as to quantity, quality and description with the detail stated in the Order and/or Specification. Goods supplied against samples or patterns shall be equal in all respects to the samples or patterns. If a standard of performance is specified, the Goods shall be capable of the required standards. Goods shall comply with all relevant statutory industry standards and any rules applicable to the premises where the Goods are to be delivered.
- 4.2 Services shall be provided with reasonable care and skill and in accordance with the performance standards, if any are specified in the Specification. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute, or equivalent, is current, all goods and materials used and/or supplied and all Services shall, unless otherwise agreed by the Purchaser, be provided in accordance with the appropriate standard. The Supplier shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification.

## 5. Inspection

---

- 5.1 The Purchaser reserves the right at any reasonable time to inspect the Goods, whether complete or in manufacture, but such inspection shall not relieve the Supplier of any obligations under the Order.

## 6. Delivery

---

- 6.1 Any Goods and/or Services shall be supplied by the Supplier on or before the Due Date to the place or places specified in the Order or as subsequently specified in writing by the Purchaser.

## 7. Passing of property

---

- 7.1 The property in the Goods and/or Services shall pass to the Purchaser on delivery.

## 8. Price and payment

---

- 8.1 The price for the Goods and/or Services shall be as set out in the Order. Invoices shall be submitted by the Supplier on or after the supply of the Goods and/or Services, unless a payment schedule has been previously agreed between the Supplier and Purchaser. The Purchaser shall make payment within thirty (30) days of receipt of a valid invoice.

## 9. Damage in transit

---

- 9.1 The Purchaser shall notify the Supplier within ten (10) days of any apparent damage to Goods whilst in transit.

## 10. Rejection

---

- 10.1 By notice in writing to the Supplier, the Purchaser may reject any or all of the Goods if:
- 10.1.1 The Goods have been damaged in transit; or
  - 10.1.2 The Goods fail to comply with Clause 4.
- 10.2 The Supplier shall collect the rejected Goods within one (1) month from the date of notice. If the Supplier fails to collect the Goods, the Purchaser may dispose of them or return them at the Supplier's expense within one (1) month of the agreed cancellation date.

## 11. Guarantee

---

- 11.1 Unless otherwise stated on the Order, the Goods shall be guaranteed to the standard set out in Clause 4 for twelve (12) months from the delivery of the Goods.

## 12. Liability for accidents and damage

---

- 12.1 The Supplier shall indemnify the Purchaser in respect of all damage or injury to any person including the Purchaser and subsequent client or to any property and against all actions, suits, claims demands, cost, charges and expenses arising in connection therewith caused by:
- 12.1.1 The negligence of the Supplier, his subcontractors, employees or agents,
  - 12.1.2 Defective design (other than a design made, furnished or specified by the Purchaser and for which the Supplier has disclaimed responsibility in writing within a reasonable time before issue of the Order or any amendment thereto), defective material or defective workmanship.
- 12.2 The Supplier shall not be liable to the Purchaser for any loss of profits or of contracts except as expressly provided in the Order.

## 13. Cancellation

---

- 13.1 The Purchaser may cancel the Order in whole or in part by written notice, which shall be effective immediately:
- 13.1.1 When Goods conforming to the requirements of Clause 4 have not been delivered by the Due Date;
  - 13.1.2 If the Supplier becomes bankrupt or insolvent or makes an arrangement of composition with its creditors or has a winding up petition made against it, or has a liquidator or receiver appointed or enters into liquidation (whether voluntary or compulsory) other than for the purpose of amalgamation or reconstruction.
- 13.2 The Supplier shall refund to the Purchaser any advance payment (initial payment, payment against a schedule or prepayment in full) for Goods in the event of Order cancellation.
- 13.3 The Purchaser shall be entitled to recover from the Supplier any additional costs, which have been reasonably incurred by the Purchaser in obtaining the Goods and/or the Services not supplied by virtue of the cancellation.
- 13.4 If the Supplier defaults on the obligations in 13.2, the Purchaser may deduct such sums from any monies due to the Supplier from the Purchaser.

## 14. Intellectual Property Rights

---

- 14.1 The Supplier warrants that all royalties and fees on patented articles, processes and registered designs have been paid and hereby indemnifies the Purchaser in respect of copyright, patent, registered design or other Intellectual Property Rights.

## 15. Confidentiality

---

- 15.1 The specifications, patterns, drawings, samples and information issued by the Purchaser in connection with the Order are confidential and their use must be confined to the Supplier, his subcontractors or employees solely for the execution of the Order.

## 16. Assigning and sub-contracting

---

- 16.1 The Supplier shall not assign or sub-contract any part of the Order unless written consent has been provided by the Purchaser.

## 17. Relationship of parties

---

- 17.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the Seller and Purchaser and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

## 18. Waiver

---

- 18.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this agreement.

## 19. Severability

---

- 19.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 20. Governing Law and Jurisdiction

---

- 20.1 This agreement shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales.