



COATES

Warehousing and Distribution

CONDITIONS OF PURCHASE - ENGLAND & WALES

1. DEFINITIONS

"Buyer" means HW Coates Limited
"Seller" means the person, firm or company to whom the Order is addressed.
"Goods" means the articles, materials, products, or any part of them described in the Order, and shall be deemed to include any services ordered.
"Order" means the order placed by the Buyer for the Goods which order shall also include these Conditions.
"Order Number" means the order number specified in the Order.

2. COMPLETE AGREEMENT

This Order constitutes the entire agreement between the Seller and the Buyer in relation to the Goods. Any other conditions to which the Seller's quotation, acceptance of Order or any similar document issued by the Seller are subject are expressly excluded.

The execution of the Order or any part thereof shall be deemed to be an acceptance of these conditions.

3. PRICES

The prices quoted on the face of this Order are fixed and no amendment, alteration or addition to the prices shall be accepted by the Buyer unless previously agreed by the Buyer in writing prior to the execution of the Order.

4. QUANTITY & QUALITY

The Goods shall be of merchantable quality, fit and safe for use and fit for the particular purpose intended and shall conform as to quantity, quality and specification and also with the particulars stated in the Order.

It is a condition of purchase that the Seller shall reimburse the Buyer the full consequential loss suffered by the Buyer arising from the failure to supply Goods as specified or referred to in the Order.

5. VARIATION

This Order and these Conditions shall not be varied except by the Buyer in writing to the Seller and any such variations shall be agreed by the Seller in writing to the Buyer.

6. DELIVERY

6.1 Time of Delivery

Time is of the essence of this Order and failure by the Seller to complete delivery of the Goods within the time specified shall relieve the Buyer, without prejudice to any of its other rights or remedies, of any obligation to accept or to make payment for the Goods.

Should the Buyer be prevented from accepting delivery of the Order or any part thereof at the time specified for delivery by reason of any causes beyond the Buyer's control, the Buyer shall inform the Seller and the time specified for delivery and the provisions for time of payment shall be extended without any additional cost to the Buyer until the operation of the causes preventing such delivery have ceased, or the Order may, at the Buyer's option, be cancelled.

6.2 Delivery Address

The Goods, properly packed and secured in such a manner as to reach their destination in good condition, shall be delivered by the Seller, or its agents, to the delivery address stated on the Order and in the manner specified or as may subsequently be agreed between the Seller and the Buyer. Delivery shall be affected during normal working hours and the Seller shall be responsible for all arrangements relating to the unloading of the Goods.

6.3 Carriage Costs & Packing

Unless otherwise agreed the Goods are to be supplied carriage paid to the destination shown in the Order. No charges will be accepted by the Buyer for packing, boxing, crating or the use of pallets unless authorised by the Buyer. It is understood that the Buyer shall not return to the Seller any packing, boxing, crating or pallets unless the Seller so requests and bears all cost relating thereto.

6.4 If a Carrier is specified in the Order he shall not be regarded as the Agent of the Buyer

6.5 Acceptance

Acceptance of the Goods shall be conditional upon the Buyer's approval after inspection by the Buyer or its authorised agents within a reasonable time after delivery. It is declared that if the goods are rejected, they will be held at the Seller's risk and shall be returnable to the Seller at the Seller's expense and shall not be held as having been delivered unless the Buyer elects to make the Goods fit for their purposes - in which case the Seller shall pay to the Buyer all costs incurred by the Buyer in so doing.

7. CONSEQUENTIAL DAMAGE

7.1 The Seller shall be liable for all damages arising directly or indirectly in relation to the supply of any Goods which are defective in quality and / or quantity no matter how remote. This liability shall extend to cover any latent defects which the Buyer could not reasonably be expected to have discovered at the time of acceptance of the Goods in accordance with the provisions of Clause 6.5 hereof.

7.2 The Seller shall fully guarantee the Buyer from date of delivery in respect of any defect which may arise in the case of Goods attributable to faulty materials, workmanship or design unless the design was carried out in detail by the Buyer. Any defective parts shall be replaced by the Seller without extra cost to the Buyer, delivery to take place in accordance with the terms of the original Order.

8. PROPERTY & RISK

All rights of property and risk in the Goods shall pass to the Buyer when offloaded in good condition at the point of delivery specified in the Order or collected by the Buyer or its Agent from the Seller's premises, and without prejudice to any right of rejection which may accrue to the Buyer, following inspection, by failure of the Seller to comply with its obligations hereunder.

It is hereby agreed that the Seller by acceptance of these Conditions foregoes all rights competent to it or its agents to arrest, seize or otherwise exercise any rights relating to the Goods once accepted by the Buyer.

9. INVOICING

(a) A separate invoice quoting the Order Number shall be rendered by the Seller showing full details of all discounts available and net total payable by the Buyer.

(b) The Seller shall have no right to charge interest or any other additional sum on any account outstanding with the Buyer.

(c) No invoice shall be dated or submitted by the Seller:

(i) Prior to the date of despatch of the Goods from the Seller's premises; or
(ii) In the case where items are to remain in the Seller's possession, prior to the date upon which they are ready for delivery or collection in connection with the Order.

(d) The Buyer reserves the right to deduct from any moneys due or recovery due to the Seller the amount of any bona fide contra accounts which the Buyer may have for materials supplied or for services rendered by the Buyer to the Seller in connection with this Order or any other Contract between the Seller and the Buyer.

10. INDEMNITY AGAINST INFRINGEMENTS OF PATENTS, ETC.

The Seller hereby warrants that the Goods supplied as a result of this Order, and the subsequent use thereof, will not infringe any British or Foreign patent, trademark, trade name, or registered design, and further undertakes to indemnify and keep the Buyer indemnified against all actions, proceedings, judgement, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement of the same.

11. SELLERS DEFAULT

Representatives of the Buyer shall be permitted to inspect the Goods ordered at the premises of the Seller at any stage of their manufacture.

Should it appear to the Buyer:

(a) that the Order is not being executed by the Seller in accordance with the Order.

(b) that the Seller has not made sufficient progress to ensure the delivery of the Goods by the time stated in the Order.

(c) that the Seller has refused to carry out the instruction of the Buyer for the execution of the Order.

then the Buyer may give to the Seller seven days notice specifying the default and requiring the Seller to make it good. If the Seller fails to make good its default within the time specified in the Buyer's notice, the Buyer may terminate the contract without prejudice to the Buyer's rights and remedies in respect of the said default. The Buyer shall not be liable for any loss whatsoever whether direct or indirect suffered by the Seller as a result of the Buyer's action.

12. TERMINATION

The Buyer may terminate this Order in whole or in part by written notice to the Seller at any time without assigning the reason therefore. In such event the total purchase price shall be adjusted, such adjustment not to include any amount for consequential loss or damage. The Buyer shall have no liability for payment except as expressly stated herein. The provisions of this Clause shall not be deemed to affect the Buyer's right to cancel this Order under any other provisions of these Conditions.

Upon receipt of a termination notice the Seller shall cease work to the extent specified in the said notice and shall use its best endeavours to minimise the cost of termination to the Buyer.

13. SELLER'S INSOLVENCY

If the Seller becomes insolvent or (being a company) makes an agreement with its creditors or has a Receiver or an Administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Buyer may terminate the Order forthwith by notice to the Seller. Any materials currently held in the Seller's premises at the time when the Seller becomes insolvent, makes an arrangement with its creditors, has a receiver or administrator appointed, or commences to be wound up and which has already been paid for by the Buyer as a part payment of the Order, shall be deemed to be the property of the Buyer and shall not be held to be part of the assets of the Seller. These materials shall be released to the Buyer on demand.

14. STATUTORY REQUIREMENTS

The Seller warrants that the design, construction and quality of the Goods shall comply in all respects with the relevant requirements of any Statute, or any modification thereto, which may be applicable at the time when the Goods are supplied to the Buyer.

15. ASSIGNMENT & SUB-CONTRACTING

The Seller shall not assign or sub-contract this Order in whole or in part, without the Buyer's prior written consent.

16. REMEDIES

The remedies herein reserved to the Buyer under the terms of these Conditions shall be cumulative and additional to any other or further remedies provided in Law or Equity. No waiver of a breach of any provisions of this Order shall constitute a waiver of any other breach of such provision.

17. LAW

The Order shall be construed and governed in all respects by English Law and shall be deemed to have been made in England and both parties agree to submit to the exclusive jurisdiction of the English Courts.

18. DRAWINGS & TOOLS

Where tools, patterns, drawings, specifications and other data are supplied by the Buyer to enable the Seller to fulfill the Order, such items shall remain the property of the Buyer and are to be used by the Seller solely for the purpose of executing this Order.

Any such items shall be regarded by the Seller as secret and confidential and shall not, without the consent in writing of the Buyer, be published or disclosed to any third party.

19. BUYER'S MATERIALS

(a) Where materials or components are supplied to the Seller for the purpose of manufacture for the Buyer title of the property shall remain with the Buyer who may re-take possession at any time without notice. All such materials and components shall be insured by the Seller at the Seller's cost whilst under its control.

(b) All such materials and components shall be kept separate and apart from all other materials belonging to the Seller, and shall be marked as the property of the Buyer, and shall not be removed from the Seller's premises without the prior consent of the Buyer.

(c) Materials and components not returned will be charged to the Seller. The Seller will at all times furnish when required a statement giving full relevant details concerning the Buyer's materials and components under its control.

20. ADVERTISING

This Order shall not without the Buyer's consent in writing be used in any way for purpose of advertisement, nor shall it without such consent be disclosed to any third party in connection with photographs, advertising literature, articles or any publications relating to the Goods.

TERMS OF PAYMENT

The Buyer will pay the Seller's invoice at the end of the month following the month in which the invoice is received by the Buyer. The Buyer will allow a period of time at the beginning of each month for receiving the Seller's previous month's invoices which will end on the 'cut off date'. Details of the predetermined cut off dates will be available on request from the Buyer.