

# Cooper & Turner Distribution Limited, Unit 1, Canklow Meadows Industrial Estate, West Bawtry Road, Rotherham, S60 2XL, United Kingdom

## Conditions of Purchase

<p><b>1 DEFINITIONS AND INTERPRETATION</b> 1.1 In these Conditions: 1.1.1 'the Buyer' means Cooper &amp; Turner Distribution Limited, Unit 1, Canklow Meadows Industrial Estate, West Bawtry Road, Rotherham, S60 2XL, United Kingdom; 1.1.2 'Buyer's Goods' means any articles or things belonging to the Buyer or which the Buyer has agreed to buy to or on which Services are to be carried out; 1.1.3 'These Conditions' means the standard conditions and other terms of purchase set out in this document and includes any special conditions or other terms of purchase specified in the Order; 1.1.4 'Euro' means the single currency according to European Community Law; 1.1.5 'Goods' and 'Services' means the goods or services to be supplied by the Supplier pursuant to the Order (or any of them); 1.1.6 'the Order' means the purchase order placed by the Buyer; 1.1.7 'The Supplier' means the individual, firm, company or other party with whom the Buyer contracts. 1.2 The heading in these Conditions are for convenience only and are not for the purpose of interpretation. 1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended or enacted or extended at the relevant time. 1.4 If any provision of these Conditions (or of any other conditions or other terms that may be agreed in writing between the Buyer and the Supplier) is or becomes illegal, void or unenforceable for any reason the validity of the remaining provision shall not be affected. 1.5 References to clauses are to clauses of these Conditions, unless stated otherwise. 1.6 If there is any inconsistency with the express terms of the Order and the express terms of these Conditions then the express terms of the Order shall prevail.</p> <p><b>2 CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS</b> 2.1 The Contract made between the Buyer and the Supplier shall be subject only to these Conditions and any terms implied by statute or common law. Representatives or agents of the Buyer have no authority to agree any terms or make any representations inconsistent with these Conditions or to enter into any contract except on the basis of them alone unless they are a Director of the Buyer and such terms or representations are in writing. 2.2 In accepting the Order, the Supplier agrees to be bound by these Conditions and no others and hereby irrevocably waives any of its rights under or the provisions on any of its own standard terms and conditions which may otherwise have legal effects. 2.3 Order shall be deemed to be accepted, if the supplier has issued written acceptance of the order. 2.4 The Buyer shall be bound by the Order only if it is placed as an official order, if the Supplier fails to accept the order in writing or otherwise, delivery of the Goods or provision of the Services shall be deemed to constitute acceptance. The Buyer reserves the right to require modifications to the design or composition of the Goods to be delivered or the nature of the Services to be supplied. Such modifications shall thereafter be considered as incorporated in the Order. An appropriate adjustment shall be made to the total contract price. 2.6 The Buyer's representatives may inspect the Goods or the Buyer's Goods at any reasonable time at the Suppliers premises. No such inspection shall constitute an acceptance by the Buyer or relieve the Supplier of any of its contractual or statutory obligations. 2.7 If the Goods are to be manufactured using new tools the Supplier shall submit to the Buyer an agreed number of samples made by the new tools for testing and obtain the Buyer's approval before manufacturing the Goods.</p> <p><b>3 SPECIFICATION OF GOODS AND/OR SERVICES</b> 3.1 The Goods and/or Services shall conform in all respects with the Order and with any representations previously made by or on behalf of the Supplier. 3.2 The Goods shall: 3.2.1 Be of first class materials and workmanship and as safe as persons generally are entitled to expect; 3.2.2 Be of satisfactory quality as stated in the issued drawing, specification, be equal in all respects to the samples, patterns and specifications provided or given by either party (in the event of conflict between specifications of the Buyer and the supplier those of the Buyer shall prevail); 3.2.3 Be capable of any standard of performance specified in the Order; 3.2.4 Be fit for any purpose for which the Goods are being bought which expressly or by implication is made known to the supplier; 3.2.5 Comply in design, construction and quality with all relevant codes of practice, international, European and British Standards and other regulations and legislation affecting the Goods which may be in force when they are supplied in the United Kingdom and any other territory to which the Buyer has informed the Supplier or to which the Supplier knows by implication the Goods will be supplied; and 3.3 Be free from defects in design, materials and workmanship and remain so for 48 months after delivery. 3.4 Seller warrants that the products shall be free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating, phosphating or otherwise.</p> <p><b>4 INSPECTION AND TESTING</b> 4.1 The Supplier shall allow the buyer to inspect and test the Goods (or the Buyer's Goods as the case may be) during manufacture or processing at the place of manufacture or performance. The supplier shall provide the Buyer with all facilities reasonably required for inspection and testing. 4.2 Before dispatching or delivering to the Goods (or Buyer's Goods as the case may be) the Supplier shall carefully inspect and, where appropriate, test them for compliance with the provisions of clause 3.</p> <p><b>5 REJECTION</b> 5.1 If any goods are found on inspection by the Buyer or its customer not to comply in all respects with the contract, the Buyer may reject them (whether or not payment for them has been made to the Supplier). Upon such rejection the Buyer may at its option: 5.1.1 Return such Goods to the Supplier at the Supplier's risk and expense for a full credit or replacement at Buyer's option; 5.1.2 Insist correct or repair them, and it shall be entitled to reimbursement from the Supplier forthwith for the costs incurred; or 5.1.3 Instruct the supplier to attend where the Goods may be situated and the Supplier shall rectify such Goods on site. 5.2 The exercise of the rights provided in clause 5.1 shall not prejudice or limit any claim for damages that the Buyer may have in respect of any breach by the</p>	<p>Supplier of its obligation under the contract of any failure of the Goods or Services to comply with the provisions of clause 8.</p> <p><b>6 REPAIR OR REPLACEMENT OF GOODS AND/OR SERVICES</b> 6.1 Without prejudice to any other rights it may have, the Buyer may at any time, at its option, require the Supplier (at the Supplier's expense and as soon as reasonably practical) to carry out any Services that do not comply with the provision of clause 3 and make good, repair or replace all Goods that are or become defective where such defects are due to: 6.1.1 Faulty design by the Supplier or its sub-contractors; 6.1.2 The Supplier's erroneous instructions as to use or erroneous data; 6.1.3 Inadequate or faulty materials or workmanship; and/or 6.1.4 Any other breach of the Supplier's express or implied obligations under the contract. 6.2 The provisions of clause 6.1 shall apply to repaired and replacement Goods and to Services carried out again as they do to Goods and Services as originally supplied.</p> <p><b>7 DELIVERY</b> 7.1 The supplier shall deliver the goods (or the Buyer's Goods as the case may be) carriage paid in non-chargeable, non-returnable packaging to the address or addresses and/or delivery points specified in the Order or subsequently specified by the Buyer in writing. 7.2 The supplier shall deliver the goods on the date specified or otherwise agreed which is Monday to Thursday 8am-5pm and Friday 8am - 1pm, no deliveries will be accepted on English bank holidays and customer's shut down period. If the supplier delivers more or less than the quantity of goods ordered, and the customer accepts delivery, a pro rata adjustment could be made to the invoice for the goods. 7.4 The Goods (or Buyer's goods as the case may be) shall be delivered and the Services shall be provided by the date (or dates) stipulated in the Order or otherwise agreed. Delivery and the provision of Services by the date (or those dates) is of the essence, and in default the Buyer shall be entitled to terminate the contract in respect of the Goods not delivered and/or Services not performed on that date (or those dates). On termination in this way the Buyer shall, without prejudice to any other claim for damages, be entitled to recover from the Supplier any additional expenditure that it may incur in obtaining other goods or services in replacement of those Goods or Services in respect of which the contract has been terminated. 7.5 The Buyer shall have the right to refuse to accept Goods delivered in advance of the date specified in the Order or otherwise agreed. 7.6 The Buyer may return at the Suppliers expense any Goods delivered in excess of the quantity ordered. 7.7 Subject to clause 7.1 to 7.4, the Supplier shall immediately rectify or replace any Goods damaged or lost in transit. 7.8 Where applicable the contract shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract. If there is any inconsistency between Incoterms and any express terms of the Order, the express terms shall prevail. 7.9 The Supplier shall be liable for the cost of rectification of any damage caused to the Buyers premises or property during delivery. 7.10 The Supplier shall and/or shall procure that its employees and agents shall when attending the Buyers premises wear appropriate safety equipment at all times and comply with the Buyer's enforcement notices of which the Supplier is made aware.</p> <p><b>8 PRICES AND PAYMENT</b> 8.1 Unless otherwise agreed in writing by the Buyer (but subject to clause 8.2) the Goods or Services shall be supplied at the price quoted by the Supplier and shown in the Order. The Supplier shall not be entitled to increase those prices for any other reason nor to make any additional charges for packaging, shipping, cartage, insurance or delivery of the Goods or Services. Value Added Tax where appropriate shall be shown separately on all invoice. 8.2 The Supplier shall send with each delivery an advice note showing the order number and shall send separately in invoice showing the Order number. 8.3 All Goods shall be accompanied by documentation permitting the Goods to be traced to their raw material batch together with details of mechanical properties and/or tensile hardness and other details the Buyer may have requested at the time of placing the Order. In the case of raw materials they shall be supplied with a certificate of test and analysis. 8.4 Unless otherwise agreed in writing, Invoices shall be payable 60 days after the last day of the month following the month in which: 8.4.1 The delivery is effected; or 8.4.2 The Services are completed. Whichever is the latest. 8.5 No payment made shall imply acceptance of any Goods or Services supplied or performed by the Supplier, nor in any way restrict any claims or rights the buyer may otherwise have against the Supplier. 8.6 In the event that the currency in which the Buyer has agreed to make payment shall be replaced fully by the Euro the Buyer's payment shall be exclusively owed in Euro's and this shall not have the effect of terminating the contract between the Buyer and the Supplier.</p> <p><b>9 RISK AND PROPERTY</b> 9.1 Subject to clause 9.2 the property and risk in the Goods shall pass to the Buyer on delivery to the point specified in the Order without prejudice to any right of rejection that the Buyer may have 9.2 Where payment or part payment for the Goods is made before delivery, property (but not risk) in the Goods shall pass on such payment or part payment without prejudice to any right of rejection that the buyer may have. The Supplier shall identify such Goods as the property of the Buyer. 9.3 The Buyer may in its discretion make packaging materials available for collection by the Supplier but shall not be responsible for loss or damage of them. 9.4 Property in the Buyer's Goods shall at all times remain vested in the Buyer and they shall be identified by the Supplier as belonging to the Buyer.</p> <p><b>10 PACKAGING, LABELLING, INSTRUCTIONS AND WARNINGS</b> 10.1 The Supplier warrants that the labelling and packaging of the Goods will comply with the requirements of any statute or other instrument having the force of law and that all necessary information about the use for which the Goods are supplied has been provided to the Buyer. 10.2 The Supplier shall supply with the Goods all written instructions, information and warnings relating to the Goods necessary for their use or for the Buyers to comply with any obligation it may have under any statute or otherwise. 10.3 The Supplier warrants that the Goods will be properly packed and secured so as to reach the delivery address in an undamaged condition.</p> <p><b>11 INDEMNITY</b> 11.1 The Supplier shall fully indemnify the Buyer against each and any loss, liability, damages, costs (including legal costs) and expenses arising from or incurred by reasons of any infringement or alleged infringement of any</p>	<p>unauthorised use or alleged unauthorised use of any patent, registered design, copyright, design right, trade mark, trade name or other intellectual property right or any third party by the possession, use, hire, sale or offer for hire or sale of the Goods or by the use or disposal of the Buyers Goods. The indemnity in this clause 11.1 shall not apply to any liability that arises because the Supplier followed a design furnished by the Buyer or because the goods (or Buyer's Goods) were used in a manner or for a purpose not reasonably to be inferred by the Supplier and not disclosed to the Supplier before the contract was made. 11.2 The Supplier shall fully indemnify the Buyer against all loss of or damage to the Buyer's Goods and any other goods belonging to the Buyer that may occur from the time such goods or Buyer's Goods are first in the Suppliers possession, custody or control until the time they are delivered to the Buyer, however such loss or damage may be caused and whether or not attributable to any negligence on the part of the Supplier or negligence or willful default by the Supplier's servants or agents. 11.3 The Supplier shall fully indemnify the Buyer against any loss of or damage to any property or any injury to or death of any person and against any other loss or damage (both direct and consequential) suffered by the Buyer and caused by or arising out of any breach of contract, negligent act or omission or willful misconduct of the Supplier, its employees, agents or sub-contractors or by any defect in the raw materials used in the design, processing, manufacture, storage or transport of the Goods to the Buyer.</p> <p><b>12 DOCUMENTS, DESIGN AND TOOLING</b> 12.1 All plans, drawings and designs supplied by or at the request of the Buyer to the Supplier for the purpose of the Order shall remain the Buyer's property. The Supplier shall treat them as confidential and shall use them only for the purpose of the Order. The Supplier shall deliver them up to the Buyer upon completion of the contract or upon demand, whichever is the earlier. 12.2 Unless otherwise agreed in writing, all tools, dies, patterns and other equipment supplied to the Supplier by the Buyer or manufactured and obtained by the Supplier wholly or partly at the Buyer's expense (including any replacement) shall be and remain the Buyer's property, shall be clearly marked by the Supplier as 'property of Cooper &amp; Turner Distribution Limited' and shall be used only for the purpose of the Order. 12.3 All intellectual property rights in any plans, drawings, designs, tools, dies, software, good or other materials originated by the Supplier or its agents, sub-contractors or employees for the purpose of the Order shall belong to and are hereby assigned to the Buyer. The Supplier shall upon demand and for the consideration of £1 execute an assignment or confirmatory assignment with full title guarantee of all such intellectual property rights in those originated items (a procure that such an assignment with full title guarantee is obtained for the relevant author/originator) in favour of the Buyer with a full waiver of all moral rights on then in favour of the Buyer. 12.4 The Supplier shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by it whether such information has been approved by the Buyer or not provided that such errors or omissions are not due to inaccurate information furnished by the Buyer.</p> <p><b>13 CONFIDENTIALITY</b> 13.1 The Supplier shall not use the Buyer's name for advertisement or publicity without the Buyer's prior written consent and the Suppliers warrants that neither it, its employees, agents or sub-contractors shall not either during the contract or at any time thereafter disclose any confidential information of the Buyer or supplied by the Buyer to any individual, firm or company or use any such confidential information except for the purpose of the Order.</p> <p><b>14 Intellectual Property Rights</b> 14.1 In respect of the goods and any goods that are transferred to the customer as part of the services under this contract, including without limitation the deliverables or any part of them, the supplier warrants that it has full clear and unencumbered title to all such items and that at date of delivery of such items to the customer, it will have full and unrestricted rights to sell and transfer all such items to the customer.</p> <p>14.2 The Supplier assigns to the customer, with full title guarantee and free from all third party rights, all intellectual property rights to the products and deliverables</p> <p><b>15 TERMINATION</b> 15.1 The Buyer shall be entitled to terminate the contract without liability to the Supplier by giving notice to the Supplier at any time it: 15.1.1 The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation. 15.1.2 An administrative receiver or administrator is appointed over any of the Suppliers property or assets; or 15.1.3 The Supplier ceases, or threatened to cease to carry on business; or 15.1.3 The Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notified the Supplier accordingly. 15.2 If the Buyer exercises any of its rights under clause 14.1 this shall not prejudice or affect any right of action or remedy which has already accrued to it at that time or which may accrue to it thereafter.</p> <p><b>16 FORCE MAJEURE</b> 16.1 If the Buyer is affected by events beyond its reasonable control (including without limitation the imposition of parliamentary or governmental restrictions, trade dispute, damage to its goods or property or the suspension or cancellation of orders by its customers) it shall be entitled without incurring any liability to the Supplier to require the Supplier to defer any delivery or the provision of any Services for such a period as may be reasonably necessary or to cancel any Order. Subject to clause 16.2, if the Buyer cancels any order the Supplier shall be entitled after 60 days to payment of any sum that the Supplier has reasonably incurred in carrying out any work prior to the date of cancellation the Supplier has submitted to the Buyer in writing ins claim for payment together with any information reasonably necessary to enable the Buyer to verify the claim. 16.2 The sum referred to in clause 16.1, when aggregated with any monies already paid in relation to the Order shall not exceed the contract price.</p> <p><b>17 ASSIGNMENT</b> 17.1 The Supplier shall not without the Buyer's written consent assign, transfer, hold upon trust for any third party or sub-contract (in which or in part) any of its rights or obligations under the contract. Any such consent shall not relieve the Supplier of any of its obligations under the contract.</p> <p><b>18 WAIVER</b> 18.1 If the Buyer waives any breach of the contract by the Supplier this shall not be construed as a waiver of any subsequent breach of the contract or any other provision.</p> <p><b>19 PROPER LAW AND JURISDICTION</b> 19.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter (including non-contractual disputes or claims).</p> <p><b>20 Insurance</b> 20.1 During the term of the contract and for 48 months thereafter, the supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover liabilities that may arise under or in connection with the contract, and shall, on the customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.</p>
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