



TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1 The term 'buyer' shall mean the person, firm or company detailed on the purchase order document
- 1.2 The term 'seller' shall mean the person, firm or company to whom the purchase order is issued, which in this case is ONFAB Ltd (Company Registered No: 06825238)
- 1.3 The term 'purchase order' shall mean the purchase order placed by the buyer with the seller for the supply of the goods, which may be in any form and sent to the seller by any method.
- 1.4 The word 'good' includes all goods to be supplied by the seller under the purchase order and includes any labels, instructions or handbooks relating to the goods.
- 1.5 The 'contract' shall mean the contract between the buyer and the seller consisting of the purchase order, these conditions of purchase, any other documents (or parts thereof) referred to in the purchase order or this contract and the seller's acceptance of the purchase order but not any terms and conditions, other than these conditions, incorporated in or referred to in such acceptance.
- 1.6 The term the 'date for delivery' shall mean the date for delivery specified in the purchase order.
- 1.7 The term 'contract price' shall mean the sum stated in the purchase order to be paid by the buyer to the seller for the supply of the goods.

2. GENERAL

No terms and conditions of sale submitted or referred to by the seller in any quotation or tender or during the course of negotiations between the parties shall form part of the contract unless the buyer specifically agreed in writing to their incorporation in the contract and confirmed such agreement in the purchase order or in referencing the document specifically in this contract document.

If the seller does not comply with these conditions, then, without prejudice to its other rights and remedies, the buyer will have the right by giving notice to the seller to





terminate the contract and any other contracts between the buyer and seller with immediate effect

3. **AMENDMENT OF CONDITIONS**

Neither party shall be bound by any variation, waiver or addition to these conditions except as agreed by the parties in writing and signed on their behalf by their duly authorized officers.

4. **SPECIFICATION, DESCRIPTION, SAMPLE AND STANDARD**

The goods shall conform in all respects with:

- 4.1 The provisions of the contract and in particular with the specifications, descriptions contained or referred to in the contract.
- 4.2 Any standards specified in the contract and where no standard is specified with the relevant British Standards;
- 4.3 The requirements of any legislation current at the date for delivery

5. **QUALITY AND FITNESS FOR PURPOSE**

- 5.1 The goods shall be of satisfactory quality as that expression is defined in the **Sale and Supply of Goods Act 1994** including all the aspects of quality as listed in s.14 (2-B) of the said Act.
- 5.2 If the purposes for which the goods are required have been made known to the seller, expressly or by implication then the goods shall be fit for that purpose.

6. **DELIVERY**

- 6.1 The seller shall supply the buyer with such programme of manufacture and delivery as the buyer may reasonably require. The seller shall give the buyer notice immediately if such programme is or is likely to be delayed and the buyer shall have the right to require the seller to take such steps at the seller's expense as may be required in order to deliver the goods by the date for delivery.

7. **PASSING OF PROPERTY**

The goods shall become the property of the buyer when the goods are paid for and that the buyer holds the goods as bailee for the seller pending payment.





8. PASSING OF RISK

The risk in the goods shall pass to the buyer on completion of deliveries in Accordance with clause 6 above provided that the risk in any goods rejected by the buyer under clause 11 shall revert to the seller immediately upon notice being given by the buyer of such rejection.

9. CONTRACT PRICE

Unless otherwise specifically stated in the order, the price for the goods shall be fixed and firm.

10. PAYMENT TERMS

10.1 The seller shall be entitled to submit an invoice for the goods as soon as each delivery has been completed. Invoices shall be submitted in the manner described in the purchase order, quoting the purchase order number and being submitted to accounts payable.

10.2 Payment shall be made by the buyer within 30 days of the date of the invoice, of an invoice properly prepared unless by the time when payment due the buyer has rejected the goods or any of them under clause 11.

10.3 If the buyer has rejected the goods or any of them without having made payment and such rejected goods are thereafter replaced by the seller with goods which conform to the contract then payment shall be made by the buyer for the goods within the agreed payment terms on receipt of a properly prepared invoice for the same.

10.4 Payment will only be made in respect of the goods described in the purchase order which have been delivered/installed in accordance with the contract including acceptance to the specification by the buyer.

10.5 If payment is not made on time, interest at the rate of 8% over base from the due date to the date of payment in accordance with the late payment legislation and compensation would also be due.

10.6 If payment is not made to terms then the buyer will be responsible for the debt recovery cost of the company debt collector Final Demand at 15% plus VAT.

11. REJECTION





- 11.1 If any of the goods do not comply strictly with any of the terms of the contract the buyer may reject them within a reasonable time after delivery and irrespective of whether such goods have been accepted or paid for and s.15A of the **Sale of Goods Act 1979** shall not apply
- 11.2 The seller shall forthwith replace any such rejected goods with goods, which conform to the contract
- 11.3 If the seller does not so replace the rejected goods forthwith the buyer shall have the right to purchase elsewhere replacement goods of the same or similar description and without prejudice to any other rights which the buyer may have against the seller to recover from the seller:
- 11.3.1 any payment made in respect of the rejected goods; and
- 11.3.2 the difference between the price of the rejected goods and the price of the replacement goods

12. INSPECTION

- 12.1 The buyer may reject any of the goods or parts thereof which are not in accordance with the contract; and if it does so clauses 11.2 and 11.3 shall apply.
- 12.2 Any inspection, checking or approval on behalf of the buyer under this clause shall not relieve the seller of any of his obligations under the contract.

13. DELAYED DELIVERY

- 13.1 If the seller is delayed in the performance of the contract by any act or default of the buyer or any circumstance of force Majeure as defined in clause 15 below the buyer shall grant the seller such extension of date for delivery of the goods as may be reasonable. Notwithstanding the granting of any such extension the seller shall use his best endeavours to deliver the goods by the date for delivery.
- 13.2 If the seller shall fail to deliver the goods by the date for delivery or extended date under sub-clause 1 of this clause the buyer shall be entitled to terminate the contract and purchase other goods of the same or similar description from elsewhere and recover from the seller the amount by which the cost of purchasing such other goods exceeds the contract price without prejudice to any other rights which the buyer may have in respect of the sellers breach of contract.





14. DEFECTS LIABILITY

- 14.1 The seller shall without delay and without cost to the buyer repair or replace at the buyer's option any of the goods which are defective by others and to recover the cost of so doing from the seller
- 14.2 The seller shall further be liable to the buyer for all direct damages sustained by the buyer arising out of the said defects in the goods up to the limit of liability stated in the purchase order or if no such limit is stated the contract price.

15. FORCE MAJEURE

- 15.1 If either party is prevented from or delayed in the performance of its obligations under the contract by an event arising after the formation of the contract which was unforeseeable, irresistible, insurmountable and independent of the will of the party concerned, that party may notify the other of the existence of an event of force Majeure and the contractual obligations of the parties shall be suspended
- 15.2 If the event of force Majeure continues for a period less than 60 days then on the ending of the force Majeure event the contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the force Majeure event as may be agreed between the parties, or in default of agreement as may be determined by arbitration

16. ASSIGNMENT AND SUB-LETTING

The contract shall not be assigned by the seller nor sub-let as a whole. The seller shall not sub-let any part of the contract without the buyer's written consent, which shall not be unreasonably withheld. The consent of the buyer shall not however be required for the sub-contracting of materials or minor items or for any item for which the sub-contractor is named in the contract. The seller shall be responsible for all work done and goods supplied by the sub-contractors as if the work had been done or the goods supplied by itself.

17. INSOLVENCY AND BANKRUPTCY

If the seller becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the buyer may, without prejudice to any of its rights, terminate the contract forthwith by notice to the seller or to any person in whom the contract may have become vested.





18. CONFIDENTIALITY

Subject to any other legal requirement of disclosure the seller shall keep confidential and not disclose to any other person or publish any information relating to the buyer's business, the Premises, the Contract or the work being performed by the Contract except in so far as disclosure to any Subcontractor may be necessary for the performance by the Subcontractor of his contract and then only under like conditions of confidentiality.

19. NOTICE

Any notice given under this contract shall be deemed to have been properly given if sent by Royal Mail special delivery post to the parties registered business address.

20. TERMINATION

Without prejudice to any other power of termination, the Buyer may give notice in writing to terminate this contract with immediate effect for any of the following reasons:

- (a) breach by the Seller of any of the conditions of this contract, or any other material breach of contract;
- (b) The Seller ceases or proposes to cease to carry on his business.
- (c) Failure of the seller to provide remedy to an ongoing issue identified in writing by buyer within 30 days.

21. LAW

The contract shall in all respects be governed by and interpreted in accordance with English law.

This Agreement is signed as follows:

A handwritten signature in black ink, appearing to read 'Oliver Nulty'.

For and on behalf of **ONFAB UK Ltd**

By Oliver Nulty

Position Director

On 03/08/2017

