

**EVENORT LTD**  
**Conditions of Purchase**

**1. DEFINITIONS**

**Buyer** shall refer to Evenort Ltd.

**Seller** shall mean the person, firm, company or other party to whom the order is addressed.

**Goods** shall refer to each and every item or service to be supplied by the Seller as specified on the Purchase Order.

**Contract** shall mean the agreement between the Buyer and Seller comprising the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order.

**Purchase Order** will mean the order placed by the Buyer upon the Seller for the supply of the goods.

**2. ORDER**

The Purchase Order and these conditions of purchase evidence the terms of the Contract between the Buyer and Seller. No variation or addition will be valid unless previously agreed in writing by the Buyer.

The Sellers hereby acknowledge and confirm that by accepting the Purchase Order they accept the terms and conditions herein contained which shall override any terms and conditions attached or which might otherwise attach to the supply of the goods by the Seller.

All orders placed by the Buyer upon these terms and conditions are to be signed by an approved or authorised signatory of the Buyer and unless and until so signed shall not constitute an offer capable of acceptance by the Sellers.

**3. RISK AND PROPERTY.**

The risk and the property in the goods shall pass to the Buyer only when the goods are properly delivered and signed for as accepted by the Buyer, without prejudice to the right of rejection.

**4. PACKING AND DELIVERY**

Timely delivery is critical and the delivery date stated on the Purchase Order is a fundamental term of the Contract. The goods must be delivered on or before the delivery date stated on the Purchase Order or, if no date is stated, within a reasonable period.

If the Seller fails to deliver the goods (or any part thereof) in accordance with the Purchase Order, the Buyer will have the option either to reject the goods and cancel the contract (or the balance thereof) or to defer/vary the contractual delivery date. The option chosen will not affect the Buyers rights to claim against the Seller for damages resulting from delay in delivery, or any other rights of the company.

If the Seller delivers the goods before the specified delivery date, the Buyer will have the option to reject or accept the delivery. However, acceptance of the delivery shall not affect the contractual date of payment which will be calculated from the delivery date specified on the Purchase Order. The Seller will also tender the delivery of the goods at the place and in the method stated on the Purchase Order.

If delivery of the goods exceeds the quantity ordered the Buyer shall be under no obligation to accept the excess but will reserve the right to do so.

Goods shall be delivered free of charge unless otherwise agreed in writing by the Buyer.

In the event of the Buyer's business being disrupted by any industrial dispute or by any cause beyond the Buyers control, the Buyer shall be entitled to direct that delivery of the goods or any part thereof shall be postponed until such disruption has ended and the delivery shall be suspended accordingly. (without the Buyer incurring any additional liability to the Seller).

The Seller shall properly and carefully pack and prepare the goods for carriage and forwarding and the Seller shall indemnify the Buyer against all losses or claims arising out of or in connection with any damage caused by or resulting from defective packing of the goods.

The goods shall be carried and transported to the place of delivery at the sole risk and expense of the Seller but by such transport and in such manner as the Buyer shall direct.

Packages and packing material will be supplied free of charge and will not be returnable unless the Buyer has so agreed in writing prior to the time of delivery.

Packing shall be clearly marked in accordance with any requirements specified by the Buyer and all goods and materials supplied will carry such information as may be specified by the Buyer.

The Seller will supply any information and instructions which may be required to ensure that the goods supplied are handled stored and used correctly and in a manner which will avoid any

danger to the health or safety of the Buyers employees or any other persons on the Buyers premises or those of its sub-contractors to whom delivery is made.

## **5. PRICES AND PAYMENT**

Unless the price stated on the Purchase Order is already shown in UK sterling, the price shall be converted into UK sterling at the rate of exchange at the date of delivery and the Buyer will effect payment when due in the money of payment at this rate of exchange save that if there has been a devaluation in UK sterling as against the money of payment since the date of the Purchase Order then in that case the UK sterling price shall be converted into the money of payment at the exchange prevailing at the date of the Purchase Order.

The price stated on the order is inclusive of all taxes (including VAT) duties and charges and levies and unless otherwise agreed in writing by the Buyer shall be and remain fixed.

Any payment by the Buyer of all or part of the price shall be without prejudice to the rights of the Buyer hereunder.

Unless otherwise agreed in writing the price is payable (subject to the receipt of a valid invoice relating thereto) by the Buyer within 90 days of the contracted delivery date as stated on the Purchase Order.

Unless otherwise agreed in writing notwithstanding the provisions of Common Law or Statute, the Buyer shall in no circumstances be liable to pay interest on the outstanding price or balance thereof.

The Buyer shall be entitled to deduct from any payment due, or, becoming due to the Seller any Moines due at any time from the Seller to the Buyer on any account whatsoever.

On all orders subject to settlement discount afforded to the Buyer by the Seller the discount period shall be calculated from the date the invoice is received by the Buyer.

All goods shall be invoiced on date of dispatch and the Seller will issue a separate invoice in respect of each particular consignment.

## **6. CONDITIONS**

It is a condition of the Purchase Order and the Sellers warrant that:

The Sellers have the right to sell the goods free from any charge or encumbrance or third party right whatsoever.

The goods shall comply in every respect with all descriptions, specifications, drawings, designs or formulae provided or specified by the Buyer to the Sellers.

The goods shall be suitable and fit for the purpose for which they are purchased.

The goods shall be of good merchantable quality.

The goods shall be of a quality at least as good in all respects as that of any sample thereof shown or made available to the Buyer.

The goods do not and will not when used or sold by the Buyer, infringe any third party patent, trade mark, registered design, trade name or other industrial or commercial rights of a similar nature in any part of the world.

## **7. CERTIFICATES**

The Seller shall, at their own expense, when so requested by the Buyer deliver to the Buyer certificates evidencing compliance with conditions as described above (6)

## **8. REJECTION**

The Buyer shall have the right to reject the goods (or any of them) for any breach of any term or condition of the contract within 28 days of the delivery or if later within 28 days of discovery of the breach.

On receiving notification (either written or by telephone) of the rejection the Seller shall at their sole risk and expense make arrangements for the rejected goods to be collected within 7 days thereafter.

In the event of such notice being given by the Buyer, the Buyer shall be entitled to terminate the contract forthwith, without prejudice to any other rights and remedies it may have under the contract or otherwise and to obtain from such other sources it shall think fit goods and materials similar to those in respect of which default has been made and the Seller will indemnify the Buyer against any loss the Buyer may sustain by reason of such default.

## **9. STORAGE CHARGES**

In no circumstances whatsoever shall the Buyer be liable to the Seller for storage or detention charges prior to the delivery of the goods to the Buyer.

In the event of the Seller failing to collect any goods rejected by the Buyer within the said 7 days, the Seller shall be liable to the Buyer for storage charges. After a period of fourteen days has elapsed after the failure to collect the goods so rejected the Buyer shall have the power (but be under no duty) to sell the goods for the account of the Seller and apply the proceeds of sale in diminution of any amounts due to the Buyer from the Seller.

## **10. INDEMNITY**



The Seller will indemnify and keep the Buyer fully indemnified in respect of any and all loss damages, costs, claims, liabilities, expenses and demands suffered or incurred by the Buyer directly or indirectly as a result of the Sellers' breach of any of the conditions, warranties and undertakings detailed in para 6, above any other warranties and goods, whether express or implied by salute or otherwise.

Without prejudice to the above, in the event of any employee of the Buyer or any other person or property on the Buyer's premises being injured damaged or otherwise suffering loss through any default or negligence on the Sellers' part or on the part of any employee, agent or sub-contractor or the Seller (including without prejudice to the generality of the foregoing any failure by the Seller or the Seller's agents, employees or sub-contractors to comply with any provisions of the Health & Safety at Work Act 1974 and any of amendments or modifications thereof or any regulations or codes of practice thereunder) the Seller will indemnify and keep fully indemnified the Buyer in respect of any action civil or criminal and any liability which may result therefrom.

The Seller will indemnify and keep the Buyer fully indemnified against all losses, damages, costs, claims, liabilities expenses and demands arising from any negligent act and/or omission of the Sellers employees agents sub-contractors or representatives (save to the extent that such liability is caused by the negligent acts and/or omissions of the Buyer's employees agents sub-contractors or representatives).

#### **11. EQUIPMENT, DESIGNS AND DOCUMENTS**

All plans, drawings, designs and information supplied by or at the request of the Buyer to the Seller for the purposes of the contract and all intellectual property rights therein shall remain the property of the Buyer and shall be treated by the Seller as confidential and shall not, without the Buyer's written consent, be published or disclosed to any third party. All plans, drawings, designs and information prepared or obtained by the Seller for the purposes of the contract and all intellectual property rights therein will be used by the Seller only for the purposes of the contract and will be assigned to and delivered up to the Buyer upon completion of the contract.

Unless otherwise agreed in writing all tools, patterns and other equipment supplied to the Seller by the Buyer or manufactured and obtained by the Seller wholly or partly at the expense of the Buyer and any replacement thereof shall be and remain the property of the Buyer, shall be clearly marked by the Seller as the property of the Buyer and shall be used only for the purposes of the contract. All intellectual property rights therein shall vest ab initio in or be assigned to the Buyer.

The Seller shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by him whether such information has been approved by the Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Buyer.

#### **12. STATUTORY**

If the Sellers are resident in the UK then the Sale of Goods Act 1979 shall apply to the contract save where there is any conflict between the Act and the terms of the contract the Contract shall (so far as permitted by law) prevail.

If the Sellers are non-resident in the UK the Uniform Law of the International Sales of Goods (as enacted in the Uniform Laws on International Sale Act 1967) shall apply to the Contract save where there is any conflict between the Act and the terms of the Contract the Contract shall prevail.

#### **13. ASSIGNMENT**

The Seller shall not without the consent of the Buyer assign transfer or sub-let the contract or any part of it. Any such consent shall not relieve the Seller of any of his obligations under the contract.

#### **14. VARIATION**

The Buyer reserves the right at any time to make changes to all or part of the Purchase Order together with, where appropriate, an equitable adjustment to the price. If the Seller does not agree with such adjustment to the price, they must notify the Buyer within 10 days of the Buyers original notification, failing which the Seller will be deemed to have accepted the change.

#### **15. TERMINATION**

The Buyer may at any time give written or verbal notice to the Seller to terminate the Purchase Order forthwith and in such event the Buyer shall pay and the Seller shall accept in settlement of all claims under the Purchase Order such sum as shall reasonably compensate the Seller for all work done and obligation assumed by them in performance of the Purchase Order to its termination. The Buyer shall have no further obligation to the Seller in respect of such termination and the value of any goods paid for by the Buyer but left in the hands of the Seller shall be taken into account in calculating the said sum.

#### **16. NO WAIVER**



The failure of the Buyer to insist upon the performance of any of the terms of the contract or to exercise any right thereunder shall not be construed as a waiver of the future performance of such term or the future exercise of such right.

**17. ANNOUNCEMENTS**

The Sellers shall not without first obtaining the written consent of the Buyer, in any manner advertise or publish the terms of any Purchase Order or the fact that the Seller has contracted to furnish the Buyer with goods or services or at any time disclose to any person firm or company any process or trade secret of the Buyer or any part thereof.

**18. INFORMATION**

The Seller shall if so requested by the Buyer provide in writing any information that the Buyer may request in respect of the goods or any matter connected herewith.

**19. LAW**

The proper law of all contracts with the Buyer shall be English law which will govern in all respects the construction and effect of such contracts and of these conditions. The Seller agrees that in the event of any dispute arising out of the contract or the performance thereof he will submit to the jurisdiction of the English Courts.

