# terms and conditions of sale

# broxap

In these Conditions.

the following expressions shall have the following meating...

"Buyer"
the individual firm company or other party from whom an Order to Supply
Goods and/or provide Services is received by the Seler.

f Delivery"
on which delivery of the Goods or Services takes place pursuant

"Goods" the goods, art Contract.

diggling currumous
"Order"
or Order"
an order placed by the Buyer for the Supply of Goods and/or prov
Services whether verbally or in Writing.

Broxap Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing. he work, installation, maintenance, services, or any of them to be provided and where necessary delivered by the Seller pursuant to the

Contract.

"Site"

The premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.

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ORDERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS twithstanding that the Seller may have given a detailed quotation imate either verbally or in Writing no Order shall be binding on the ller unless and until it has been acknowledged in Writing by the Se Seller unless and until it has been acknowledged in Writing by the Seller. These Conditions on the Contract and contain the entire obligations between the Seller and the Blyer. In the case of any conceived the contract of 2.2

2.3

**3.** 3.1 n of the Goods and/or Services shall be set out in the

Seller's quicketion.

Any figures, statements, descriptions, illustrations, phobographs, drawings, weights or any other matters contained in the Saller's catalogues, pumphiles, price lists, advertising literature or samples provided to and inspected by the Buyer are not guaranteed to be accurate and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Goods, or a seller by sample.

If the Buyer wishes to order Goods in accordance with a particular grade or specification in should be stated in the Buyer's Order and any accompanying drawings, but in any event the Seller reserves the right at any time without notice to the Buyer to change or modify the particular of any specifications, description, design, drawing, illustration and/or particulars of any goods or materials used in their mainfacture and to predict the control of the seller reserves the control of the Buyer of the particular of any specifications, description, design, drawing, illustration and/or particulars of any specifications of any condition of the seller reserves the control of the seller reserves the control of the seller reserves the right at the seller reserves the res

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DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY

UESIONS, BUTEN'S PROPERTY AND INTELLECTION. PROPERTY No right of ownership or interest in the Seller's patients, registery owner designs, trademarks, copyrights, or any other intellectual property owner by the Seller shall pass in any way to the Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no warranties or representations in relation to the Seller's patients, registered designs, trademarks, copyrights, or any other intellectual property and does not warrant or respected that any registered plants, registered designs, trademarks, copyrights, or any other intellectual property and other ownership of the seller seller of the s

registered designs, trademarks, copyrights, or any other intellectual property are valid or will remain registered.

Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design to also that such specification, pattern or design to does not infringe any patent. trade mark, registered design, copyright or any other prometary right of any third party and the Buyer convention of the contract of the contract to the specification of the contract of the contract by reason of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Buyer acknowledge that the Seller or any other proprietary right and the Buyer acknowledge that the Seller prove to be unsuitable for whatever reason for application or use. To the extent that the Seller has agreed in Wirting to make patterns especially for the Buyer then paid in full. Any replacements, alterations or reports to any Buyer's patterns or equipment shall be paid for by the Buyer.

The Seller shall have no responsibly to any bess of chamage to any. The Seller shall have no responsibly to any bess of chamage to any the Seller's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Seller or otherwise and the Buyer must arrange its own insurance at all times for such

4.4

equipment.

The Seler shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to relation possession of, use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the perspent of such sums on 28 days' notice in Writing to the Buyer. On accounting to the Buyer for any balance remaining after purpment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.

QUOTATIONS AND PRICE

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5.3

AUUTALIUMS ARU PRIVE.

The Seler's quotations are estimated and valid on the date of quotation and are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any tilen to be acquired by the Seller from a third party, rates of wages, other costs of production, the conditions of the Selvices and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to correction in the event of errors or comissions.

event of errors or omissions.

The Selfer shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Selfer of supplying the same or any part thereof caused by: 5.2

5.2.1

5.2.2

and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part threated caused. The Seller of the Seller of supplying the same or any part threated caused to the Seller of the completion of the Contract or any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any other production. The Seller shall be entitled to adjust the Contract price of the Goods Seller becomes sawer of facts or circumstances which give rise to the need for the Seller the Seller becomes aware of facts or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.
Unless otherwise stated, the price set out in the Seller's quotation shall be exclusived of any value added tax, insurance, packaging, cost of installation of the Goods (which have been continued to the Seller's and packaging the set of the results of the Seller's and the set of the Seller's and packaging the set of the Seller's and set of the Seller's and packaging the set of the Seller's and packaging the set of the Seller's and set of the Seller's

The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to refuse such additional work. If the Seller accepts such additional work is Resiler accepts such additional work the Seller accepts with an estimate which the Buyer acknowledges may alter once the Seller protitional with a revised quotation. If the Buyer is unable to meet any additional cost quoted by the Seller, the Seller reserves the right to withdraw from the Seller and seller selection.

DELIVERY
Delivery of Goods shall be deemed to be effected by the Seller, where Goods are delivered by the Seller, when the same arrive prior to unloading at the Seller at the nearest accessable road point to such Stat. Indicating a seller of the seller at the seller accessable road point to such Stat. Indicating onto the carrier's vehicle, where Goods are collected by or on behalf of the Buryer by its servants or agents, when the same are collected or in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

collected or in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

Whist the Seller will make every reasonable effort to complete the Contract by the Deter O'Bleivrey such date or dates shall only constitute the times by which the Seller expects to effect such delivery and if no but the seller of the seller sell

the Buyer.

The Supplier reserves the right to refuse to deliver the Goods outside the UK. Where the Goods are to be transported via sea transit the Seller and the Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.

All pallets, crates, wheels, and other packaging specified as returnable will be charged for and credited if not returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.

WOWN ITES AND INSTALLER ITS
Where Goods are delivered and/or Services are provided by instalments
each instalment shall be deemed to be sold under a separate Contract
and the party in default in respect of any instalment shall be liable
accordingly, but no default in respect of any one instalment shall affect
due performance of the Contract as regards other instalments.

use personnance or inter contact as regards other installments, the Seller if Goods and/or Services are to be delivered in installments, the Seller shall be entitled to invoice each installment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by installments shall be due notwithstanding non-delivery and/or non-provision of other installments or other default by the Seller. Failure by provision of order installments or user ourset, or user or whatever reason shall enter for whatever reason shall enter our order or order order or order or order ord

The Contract shall be deemed to have been fulfilled by delivery of a quantify within 10% either way of the quantity ordered, and the Buyer shall pay the price of the Goods received.

SUSPENSION AND CANCELLATION

SUSPENSION AND CANCELLATION
If the Buyer requires cancellation of the Contract this will only be
accepted at the sole discretion of the Seller and unless otherwise agreed
in Writing only upon condition that any cross, charges, or expenses (both
direct and consequential) incurred by the Seller up to the date of
direct and consequential) incurred by the Seller up to the date of
direct and consequential) incurred by the Seller up to the date of
the seller up to the value of all boss or damage (both direct and
to be reinfluentiated by the Buyer to the Seller fair who for the Seller of any cancellation by the Buyer will only be binding upon the
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Seller if it is made in Writing. The Seller shall suspend the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all storage charges and other additional costs the Seller incurs thereby, and such costs shall be added to and form part of the priors for the Goods, if such suspension shall continue for a period of more than 28 days, then the Seller may terminate the Contract and the rights and liabilities of the purios shall to the same as if the Contract had been cancelled in accordance with the provisions of condition 8:1.

TERMS OF PAYMENT

IEMBS UP FATRICHI
Save where he Seller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 30 days from the date on 13.4.3 which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence. No payments that be deemed to have been received until the Seller has 13.4.4

No payments shall be deemed to have been received until the Saler has received cleared funds. All payments payable to the Saler under the Contract shall become due immediately on termination of this Contract despite any other provision.

The Buyer shall not be entitled to withhold payment of any amount due to the Saler by rescore of any disputed claim by the Buyer in connection with the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to the Saler any amount which is not then due and payable by the Saler or for which the Saler disputes liability.

then due and payable by the Seller or for which the Seller disputes labelly.

It is a possible of the Seller disputes the Sell

INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES

When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personnel and tools for the provision of the Services according to the details specified in its quotation. Where Services are to be provided under Condition 10.1, unless otherwise agreet the Buyer will be responsible for (as appropriate): one wise agreed the Duyer will be responsible to (as appropriate).

All necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and fixing points; the proper unloading, safe-keeping and insurance of the Goods from the time of delivers.

work to usually, consequence of the Goods from the time of delivery. The proper unloading, safe-keeping and insurance of the Goods from the time of delivery. The provision of scaffolding, lifting and any other equipment (excluding 13.8 tools) to allow or assist the Seller to provide the Services;

the provision of scaffolding, lifting and any other equipment (excluding 13.8 tools) to allow or assist the Saller to provide the Services: any other matter not included in the Saller's quotation but required to enable the Saller's provide the Services; giving the Saller access to and possession of the Site at such time and in such state as may enable it to Sceller of the Saller access to the saller access to the saller access to the saller and surplus materials from the Site at the Saller access to the removal of all debris and surplus materials from the Site at its sole 13.9 soler acknowledges that the Saller may not be able to perform the Sarvices where the Buyer has complied with its obligations under Condition 10.2. If the Buyer fails to provide all or any of the items referred to in Condition 10.2 when the Seller mayon by the saller accessible seller accessi

provide a genuine pre-estimate of the loss the Seller would suffer. 15. Without prejudice to any other right or remedy the Seller may have for 15.1 failure by the Buyer to take delivery of the Services under the Contract, the Buyer agrees to pay to the Seller as um to be determined by the Seller acting reasonably and with reference to its standard rates charged for the provision of services similar or identical to the Services by way of 15.2 compensation for each day or part of a day by which the Seller is prevented from providing the Services subject to a maximum of the 15.2.1 Contract price.

where the Goods are to be installed and/or the Services are to be 15.2.4 the performed in or at the permisse of any thing party it has full and proper studied by the Seller to enter the permisses of that third party to install 15.2.5 the services and undertakes with the Seller to 15.2.5 the Seller to enter the Services and undertakes with the Seller to 15.2.5 the Seller to enter the Services and undertakes with the Seller to 15.2.5 the Seller to the 15.2.5 the 15.2.5 the 15.2.5 the 15.2.5 the 15.2.5 the 1

authority.

It is a statistically a statistic provision of the Services will not contravene any statutory provisions, for the avoidance of doubt including, but not limited to, relevant Highways legislation and will not Infining any third party rights; it has obtained all relevant licences and consents to allow for the Selfer to perform the Services and it has compiled with all requirements applicable to the Goods; and it has compiled with all requirements applicable to the Goods; it has carried out a full inspection of the areas on which the Selfer is of the Services and the acreased for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has arriaged for the proposition where performing the Services and has a straight the services and the services are the services are the services are the services and the services are the services and the services are the services ar

it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health; the Seller is performing the Services are safe and without risk to health; it has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against all and any claims which arise from any subsequent discovery of a latent defect on such area; it will enable the Seller to deliver the Goods and/or perform the Services on the Date of Delivery and time shall be of the essence in this regard;

it will enable the Seller to deliver the Goods and/or perform the Services on the Date of Delivery and time shall be of the essence in this regard. 15.5.1 the Goods are sufficiently suitable and fit for the purposes which the the sufficient of the suitable of the services of the suitable and and after installation used and after installation. Where the Buyer provides any piece or pieces of equipment for installation and during operation, with all relevant legislation; Where the Buyer provides any piece or pieces of equipment of the suitable of the suit

without prejudice to the foregoing any breach by the Buyer of any of

ADDITIONAL GOODS/SERVICES

Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the 16. Buyer shall place and order in Wifting therefore and upon acceptance in 16.1 Writing by the Seller of Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

SELLER'S WARRANTY
Subject to any warranty stated in the Order the Seller shall make good
by replacement or, at its option, repair any failure (fair ware and tear
proper use and maintenance, results from defects in the Seller's
manufacture, design, materials, or workmanship and which appears not
later than 12 months after the Date of Delivey or after the date on which
the provision of the Services is completed.

Whotherstanding the provisions of Condition 13.1, in the case of a claim

ususeum to useful the Buyer in fluil the price pairs by the Buyer to the Seller.

In those try credit account of the Buyer pursuant to Condition 13.2, the Buyer pursuant to Condition 13.2, the Buyer burers and the Condition 13.2, the Buyer burers and the Buyer burers and the Seller, it shall be solely responsible for the safe removal (including any destinations) and provided as part of the Services (including any and all costs and/or expenses associated therewith) and undertakes that it shall comply with the written or oral instructions given by the Seller from time to the in this legal or of (these are noted) any reservant leaves and conditions of the Seller and the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller arising out of or in connection with the removal and/or disposal of defective Goods and/or goods provided as part of the Services and shall indemnify and keep indemnified the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller arising out of or in connection with such removal and/or disposal.

the Seller arising out of or in connection with such removal and/or disposal.

The Seller's liability under this Condition shall automatically cease if:
the Buyer shall not have paid for all Goods supplied and/or Services provided under any Contract by the due date or is otherwise in breach of this or any other contract made with the Seller, or the Seller or its servants or agents are denied full and free right of access to the allegedy defective Goods and/or Services or the Buyer access to the allegedy defective Goods and/or Services or the Buyer access to the allegedy defective, by will damage, interference, dirt, neglect, misuse, accident or abnormal working conditions or continued use after a defect has become appeared; or the defect or failure is caused by defective, maintenance or incorrect installation of the Goods by an agent or contractor of the Buyer; or the defect or failure is caused by wear and tear; or the Buyer has failed to notly the Seller in Writing of any loss, defect or suspected defect within 3 days of the Date of Deliver; or is such defect or finitive risk caused to the Date of Deliver; or is such defect or failure arise as a result of any inaccurate or incomplete if such defect or failure arises as a result of any inaccurate or incomplete if such defect or failure arises as a result of any inaccurate or incomplete

suspected defect within 3 days of the Date of Delivery; or if such defect or failure arises as a result of any inaccurate or incomplete information or details suspided by the Buyer or in any defect or inaccuracy in any design, patterns, eaglipment or other properly of the the Buyer has modified the Goods in any way. The warranty set out in Condition 13 t shall be in lieu of any warranties conditions or undertakings whether express or implied by statute, common law or otherwise howsover which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions with not apply (or in the proper or in the such as a condition and with not apply (or in the property or in th

unestrangly also network expressly excusions, except mast such excussions any implied condition that the Saller has or will have the right to sell the Goods when the property is to pass; or when the Buyer deals as a consumer (as defined in section 12 Unfair Contract Terms Act 1977), any implied term relating to the conformity of the goods with the description or sample or as to their quality or fitness for a particular purpose. The provided of the description or sample or as to their quality or fitness for a particular purpose. The provided of the conformation of the service of the Saller, its services or agents) the simple of the saller, its services or agents) the Saller shall not be liable for any claim for direct or indirect consequential or incidental loss, injury, delay, expense or damage of any 20, and whateverse and howesever caused (including but not limited to less 20,1 out of or in connection with any defect in the Goods and/or Services whether or not such defect is directly or indirectly wholly or in part caused by the act, omission, default or negligence of the Seller, its servants or agents and whether or not such defect and more such defects of consumers to a breach whether or not such defect and more such action such such defects of facility to the Seller, its servants or agents and whether or not such defect and consumers to a breach exercise of the Seller, its servants or agents and whether or not such defect and consumers to a breach of the Contract or a 0.2 fundamental breach thereof.

of a truidemental stem or a primary congains or the Contract or a unitudemental breach thereof.

Subject to clause 13,6 he begin not such sibility to the Buyer in respect of Subject to clause 13,6 he he give not excluded pursuant to clause 13,6 and a simple such sibility to the Contract, whether in contract, but 20,3 (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods andior Services to which the Contract relates.

Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller 20,3,1 gives no warranty that the Goods or installation thereof will prevent authorised access and the Seller shall not be hald lable for any loss or 20,3,2 Buyer's properly by any the Japan whether a trespessor or otherwise or 20,3,2 Buyer's properly by any the Japan whether a trespessor or otherwise or 20,3 the Buyer's properly by any the Japan whether a trespessor or otherwise or 20,3.2 Buyer's properly by the 20,4 whether a trespessor continued to the contract of the contrac

unauthorised inieference with the Coods. The Beyer acknowledges and agrees that some goods supplied by the Seller which are made of wood have been machine finished and pressure freated for long file. As a result, the wood has a moisture content which under certain conditions, including but not being limited to so, m, air and earth, will periodically shirths and expand and cause stress cracks in line with the grain. The Seller guarantees that any pressure traded timber which too for his fungle decay within 10 years of the Date of Delivery will be replaced on an ex works basis grovided that the Buyer returns the defective intheir to the Seller aft the Buyer on which the present the present of the Buyer or which the trade in the Buyer returns the defective intheir to the Seller aft the Buyer on which we will be the seller than the seller aft the Buyer on which the seller than the defective intheir to the Seller aft the Buyer on the trade that the seller is the seller than the seller than the seller than the seller to the seller than the

returns the derective timber to the Seller at the Buyer's own cost. The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against the Seller in this regard unless the differential in colour (when originally stated to be the same by the Seller) is material.

GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES Where the Goods which are the subject of the Contract are not manufactured by the Sellier and are delivered direct to the Buyer or collected by on on behalf of the Buyer from the manufacturer or other third party, the Sellier shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring.

Until payment in full of all monies due and owing by the Buyer to the Seller or any account whatsoever has been received full legal and beneficia y account whatsoever has been received run legal en nership of the Goods shall be retained by the Seller notworks in the same shall pass to the Buyer at the time of deliv-til title to the Goods has passed from the Seller to the Bu-

shalt. Shore the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seler's property; not remove, defect or of obscure any identifying mark on or relating the Goods that clearly identify them as teachinging to the Seler's group of the Seler's property; and the Seler's property is selected to the Seler's property of the Seler's property

give the Seller such information relating to the Goods as the Seller may require from time to time.

Subject to Conditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller and the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any moneys of the Buyer and/or any third provisions at the Seller subject to business at all matter tables, and any such alse shall be as sell on the Seller property on such a sale. Notwithstanding the provisions of this Condition 15.3, the Buyer may retain from the proceeds of such sale any sum in excess of the survey and the seller and the Buyer.

The Seller may at any time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours' prior notice in Writing of such revocation and without notice in the event of the Buyer being in default for on the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract of the Contract between the Seller and the Buyer.

The Seller single specified of the Goods and conditional power of seller and the Buyer of if the Seller has bone fide doubts as to the solvency of the Buyer.

The Buyer's right of possession of the Goods and conditional nower of exhaunce of the Buyer and the Seller and the Buyer.

of the Buyer.

The Byer's right of possession of the Goods and conditional power of sale contained in Condition 15,3 shall automatically cases it:

a receiver or administrative receiver is appointed on the whole or any sate against the Buyer or the Buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its creditors or becomes subject to an administration across or in any way charge by way of security for indebtedness the whole or any part of the Goods.

Should the Contract require the installation of the Goods at or in the receivers.

the whole or any part of the Goods. Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation begins of the terms of this Condition 15 and obtain the acknowledgment in Writing of the third party (sending a copy thereof to the Selfer) that the third party has noted the terms of this Condition 15 and conceeds the rights of the Selfer under it as if the Contract was made by the third party directly with the Selfer.

passed.

The Buyer grants the Seller, its agents, and employees an irrevocable licence at any time to enter the premises where the Goods are or may be stored with or own whost whelse in order to record them, where the Buyer's right to possession has terminated On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's rights contained in this Condition 15 shall remain in fells).

RISK AND INSURANCE

The risk in the Goods and Services shall pass to the Buyer at the time of delivery as provided for in Condition 6. The Services shall be deemed to be Northeam of the Condition 6. The Services shall be deemed to be not shall be shall be

HEALTH AND SAFETY AT WORK (ETC) ACT 1974

HEALTH AND SAFETY AT WORK (ETC), ACT 1974

The attention of the Buyer is drawn to the provisions of section 6 Health and Safety, At Work, (Etc) Act 1974. The Selier will make available upon request information on the deeign, construction, and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made variable to its servins, agents, or any person to whom the Buyer exponsibly considers any such information that the giver reasonably considers any such information should be given.

FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to crumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, rol, civil commonton fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period in access of 60 days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.

TERMINATION

Without prejuduce to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract it.

The Buyer commits a break of any of the terms of the Contract and (if such the Buyer commits a break of any of the terms of the Contract and (if such the Contract and (if such the Buyer commits a break of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) falls to remody that breach within 30 days of being rottled in writing of the breach;

the Buyer suspends, or threatens to suspend, puyment of its debts or is such the particular that the seller's group of the breach of the debts are they fall the or ordined leaking to pay fix debts, or is

unable by pay its debts as they fall due or admits liability to pay its debts, or the Byper has a benkrupty, order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time benign in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether formal or informal), or enters in its liquidation (notherite voluntary or computery) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver another manager administrator or amalgamation, or has a receiver another manager administrator or atministrator receiver appointed over its undertaking or any administrator of the Buyer or notes of intention to apport an administrator signer. The Buyer or this directors, or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relation to the insolvency or possible insolvency of the Buyer; or the Buyer cases or threatens to cease to carry on its business.

there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

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If at any time any one or more of the provisions or part thereof of these
Conditions becomes or is invalid, illegal, or unenforceable in any respect
under any law or is held by a court to be invalid, legal, or unenforceable, the
validity and enforceability of the remaining provisions hereof shall not in any
wip be affected or imparted thereby.

These Conditions and each and every Confract made pursuant to then shall
be governed by and construed in all respects in accordance with the laws of
England and the Seller and the Slayer hereby agree to submit to the nonenclusive jurisdiction of the England confront of the

exclusive jurisdiction of the English Courts.

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been neceived:

if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

or if delivered by hand, on the day of delivery, or if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day. No waiver by the Seller of any treach of any provision of the Contract by Buyer shall be considered as a vawier of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or indigence granted by it to the Buyer.

The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any persor that is not a party to it.

by visual on the Contractic regimes or interior senses) Act visue by any person.

The Selfer may assign the Contract or any part of it is only presson, firm or company. The Byeer shall not be entitled to assign the Contract or any part of it without the prior winter consent of the Selfer.

The Selfer reserves the right to subcontract any part of the Order or Contract.

The Byerr acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Selfer.

Nothing in the Contract is intended to, or shall be deemed to, constitute a printership or job riverture of any kind between any of the parties, nor constitute any part of the parties, nor constitute any part of the agent of another party for any purpose. No party shall have earthority to set as agent ties, or the only the may purpose. No party shall have earthority to set as agent ties, or the only the order and party any to may be agreed to the other party for any purpose. No party shall have earthority to set as agent ties, or the other other party in any year;

10.2.1

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# terms and conditions of purchase

### Broxap Limited ("the Company") CONDITIONS OF PURCHASE

- Each order by the Company constitutes an offer to the person named in the order ("Supplier") in relation to the goods and/or services and at the price and upon the terms and conditions stated or referred to in it and these Conditions. Any commencement of work on the order or written acknowledgment (whether referring to conditions inconsistent with these Conditions unless clearly stated on its face to be a counteroffer) of the order may be treated by the Company as an unconditional acceptance of the order. The contract formed by such acceptance of the Company's order ("Contract") shall exclude any terms or conditions put forward by the Supplier or referred to in any negotiations or arising from any previous course of business
- The Company shall not be liable for any order unless issued on the Company's official order form nor be bound by any variation or waiver or, addition to, these Conditions unless in writing signed by an authorised officer of the Company

### PRICE AND PAYMENT

- AND PAYMENT

  The prices payable for the goods and/or services ordered by the Company shall be the prices listed in the order In the event that the Supplier shall seek to increase its prices, it shall give to the Company, not less than 60 days' notice in writing of its intention to implement such price increases

  No variation or increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise) without the prior consent of the Company in writing

  The Company shall pay the price for the goods and/or the services on a 60-day net monthly account, following receipt by the Company of the Supplier's invoice, but time for payment shall not be of the essence of the Contract

### DELIVERY AND PERFORMANCE

- The Supplier agrees that all goods shall be delivered at the time (being of the essence) and in the quantities specified in the Contract, all charges paid, at the Supplier's risk, adequately packed and protected against damage and deterioration at the times and places instructed by the Company and all services will likewise be performed at the time (being of the essence) and correct locations as specified in the Contract. The Supplier shall, at the Company's request, promptly replace free of charge any goods damaged or lost in transit
- The Supplier shall provide such manufacturing work programmes as the Company reasonably requires and keep the Company advised of the progress of the Contract and shall, in particular, immediately notify the Company of any apprehended delay in delivery or performance or the occurrence of any circumstances, including, but not limited to, breakdowns, labour dispute, or transportation difficulties, which might give rise to any such delay

### WORKMANSHIP, MATERIALS AND DESIGN

The Supplier warrants as separate conditions of the Contract that all goods and, to the extent applicable, any services,

shall (a) be new and unused, (b) be free from defects in design, materials and workmanship, (c) be fit for their purpose, (d) comply with all specifications, drawings, samples or other descriptions furnished or specified by the Company, (e) be in accordance with all quality and other standards of the Company from time to time in force, (f) conform to all applicable codes of practice, British standards and manufacture's recommendations from time to time in force, (g) comply with all other conditions or warranties express or implied under statute, common law or otherwise

### RECEIPT AND INSPECTION

- All goods and/or services are subject to inspection at the Company's premises. The Supplier shall also, at the Company's request, permit any persons designated by the Company to inspect any goods prior to delivery and shall ensure that, on delivery, the goods are accompanied by such certificates as to origin, quality or otherwise as the Company reasonably requires
- Without prejudice to any other remedy, the Company shall be entitled to accept goods and/or services which are defective or otherwise not in accordance with the Contract and, at its discretion and at the Supplier's expense, carry out, have carried out or permit the Supplier to carry out any work which the Company considers necessary to conform the goods and/or services to the Contract
- The carrying out or failure to carry out any inspection or checking or any approval given by or on behalf of the Company or payment for any goods and/or services shall not constitute acceptance of them or affect the Company's right to reject them

### REJECTED GOODS AND SERVICES

Goods and/or services rejected by the Company shall be collected by the Supplier promptly upon notice of rejection being given by the Company and pending collection shall be held at the expense and risk of the Supplier who shall asy all expenses incurred by the Company in packing, handling and sorting rejected goods and/or services. If the Supplier fails to so collect the rejected goods within one (1) month of the date on which such notice of rejection is given the Company reserves the right, at its option, to dispose of the rejected goods in a manner it thinks fit without liability to the Supplier

7.1 Title in all goods shall pass to the Company on delivery or, if earlier, on the allocation of the goods to the Contract

# COMPANY'S PROPERTY 8.1 The Supplier shall in

- NAM'S PROPERTY

  The Supplier shall, in respect of all goods, materials, tools, ijgs, dyes, fixtures, moulds, gauges, patterns, plant or other equipment supplied by the Company to the Supplier or for which the Company is required to make any payment under the Comitact ("Company's Property" (a) adequately insure the Company's Property, (b) use the Company's Property only in performance of the Contract and for no other purpose without the prior written consent of the Company, (c) not permit the Company's Property to be removed from the Supplier's premises designated in the Contract or to be confused with the property of any other person, (d) keep the Company's Property in good condition (fair war and tear only excepted), (e) either immediately return the Company's Property to the Company or dispose of the Company or Iroperty in pood completion of the Contract or earlier at the Company's equest, (f) permit the Company or its representatives to enter the Supplier's premises at any reasonable time for the purpose of inspecting or repossessing the Company's Property.

- representatives to enter the Supplier's premises at any reasonable time for the purpose of inspecting or repossessing the Company's Property. The Seller shall neither quote nor supply any goods and/or services (or any part of them) which have been made or created using or make use of the Company's Property to any third party without the Company's prior written consent. The Supplier will indemnify the Company in full against: loss or damage or injury caused to the Company's Property howsoever and whensoever arising; any wrongful or negligent act or omission on the part of the Supplier, its employees, representatives, agents, or sub-contractors in using the Company's Property or otherwise performing its obligations under these Conditions; and any loss, damage, liability, costs, or expenses which the Company may suffer or incur by reason of any breach or breaches of any provision of this Condition 8

### DESIGNS

All drawings, patterns, samples, specifications or other data prepared by the Supplier or made available by the Company in connection with the Contract ("drawings") and all rights therein shall be and remain the property of the Company which reserves the right to reproduce them or make them available to third parties. The Supplier shall treat all drawings as confidential and, in particular, not use them except for the purpose of the Contract or disclose them to any third party and shall immediately return to the Company any drawings made available or paid for by the Company, on completion of the contract or earlier on the Company's request, in good order and condition (fair wear and tear only

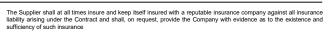
The Supplier acknowledges that all rights in and title to any variation or addition to the drawings or any products produced therefrom shall be vested in the Company and the Supplier hereby assigns irrevocably and exclusively any rights it may have to such addition or variation or any altered or new product produced therefrom.

### ADMINISTRATION

The Supplier shall (a) ensure that all goods and/or services are accompanied by correct delivery notes, packing slips and customer acceptance forms (b) furnish invoices for each individual shipment, (c) provide by the fifth day of each month a statement of all invoices rendered during the previous month and (d) mark the Company's order number on all advice notes, invoices, statements and correspondence. Inattention to these details may result in delay in payment and where any advance or progress payments are made they are on account of the price stated in the Contract subject to satisfactory performance by the Supplier and are not deposits

### INDEMNITY, INSURANCE AND THIRD-PARTY DISPUTES

The Supplier shall indemnify the Company against any loss, damage or injury to the Company, including any loss of or damage to any property (including any works), and shall also indemnify the Company against any claim in respect of loss, damage or injury made against the Company by any third party or parties including any loss of or damage to any property or injury to any person (including death) and any costs and expenses arising in connection therewith which in either case result from the Supplier's performance or purported performance of or failure to perform the Contract whether negligent or otherwise and, in particular, without limitation, which result from any defect of knownaship, materials or design (except only to the extent that the Company is responsible for design) affecting any goods and/or



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- Where under the terms of any guarantee or warranty given by it, the Company makes good, repairs, or replaces any goods and/or services supplied under the Contract the Company shall be entitled at its option to credit or compensation for or the making good, replacement or repair free of charge by the Supplier, without prejudice to any other rights of the Company including, without limitation, the reimbursement of any labour or other costs incurred by the Company
- Without prejudice to the generality of condition 12.3, the Supplier shall promptly at its expense make good, replace or repair any goods and/or services which are or during the Relevant Period become defective by reason of faulty design, incorrect instructions or data as to use, inadequate or faulty materials or workmanship or any other breach of the Supplier's warranties, express or implied and for the purpose of this paragraph the Relevant Period, unless otherwise stated, shall be twelve (12) months from the date on which the goods and/or services are commissioned or eighteen (18) months from the date of their delivery, whichever is shorter, and in respect of any part or component which is replaced or repaired during such period shall be extended for a further twelve (12) months from the date on which such replacement or repair is effected
- The Supplier shall provide all facilities, assistance and advice required by the Company or its insurers for the purpose of contesting or dealing with any action, claim or demand arising out of the Supplier's performance or purported performance or failure to perform the Contract and shall be bound by any award or judgment affecting the Company 12.5

- Performance of work under any Contract may be terminated by the Company, at its option, in whole or in part, at any time by written notice to the Supplier notwithstanding the existence with respect to the Supplier of any force majeure circumstances as referred to in paragraph 15 below.
- 13.2 Upon the giving of any notice of termination the Supplier shall, unless otherwise directed by the Company.
- 13.2.1 immediately terminate all work under the Contract and all Supplier's orders and subcontractors in connection therewith
- 13.2.2 settle all claims arising out of such termination of orders and sub-contracts;
- 13.2.3 transfer title and deliver to the Company all completed work which conforms to the requirements of the Contract and does not exceed in quantity the amount authorised for production by the Company;
- 13.2.4 take all actions necessary to protect property in the Supplier's possession in which the Company has or may require an
- 13.2.5 submit to the Company promptly and in any event not later than thirty (30) days from the effective date of termination its termination claim, provided that in the event of failure by the Supplier to submit its claim within such period, the Company may determine, on the basis of the information then available to it, the amount, if any, due to the Supplier with respect to the termination and such determination shall be final and binding on the Suppler and the Company
- Upon termination by the Company under this paragraph the Company shall pay the Supplier the following amounts shall thereupon not be under any further or other liability in respect of goods and/or services in relation to which Contract has been terminated:
- 13.3.1 the Contract price for all goods and/or services which have been completed and delivered in accordance with the Contract and not previously paid for and which comply in all respects with the Contract; and
- 13.3.2 the actual costs incurred by the Supplier in accordance with the Contract to the extent that such costs are re to the amount and are properly allocable or apportionable to the termination portion of the Contract, including the to the amount and are properly allocate or apportionable to the termination point on the Contract, including the actual cost of discharging the liabilities which are so allocable or apportionable; and the aggregate of payments under this paragraph 13.3 shall not exceed the aggregate price specified in the Contract for the goods and/or services the subject of the termination notice less payments otherwise made or to be made in respect of such goods and/or services.
- To the extent that the Company has made an advance payment to the Supplier pursuant to paragraph 2.4, such advance payment amount shall be deducted from any amount payable by the Company to the Supplier in respect of termination of the Contract (or any part thereof) pursuant to paragraph 13.3. If, and to the extent, the advance payment amount is greater than the aforementioned termination payment amount, the Supplier shall immediately refund to the Company an amount which is equal to the excess.
- The provisions of this paragraph 13 shall not apply if the Contract is terminated by the Company pursuant to paragraph 14 below or otherwise howsoever
- Goods and/or services that are supplied under a subscription, or term contract, shall be limited to the fixed period of 12 months from commencement and/or date of order. The Supplier accepts that this contract is renewable only at the written request and/or approval of the Company; The Company reserves the right to cancel the subscription of goods and/or services within the 12-month period, without charge to the Company, giving no more than 30 days' written notice to the Supplier.

### TERMINATION FOR DEFAULT OF THE SUPPLIER

- The Company may at its discretion, without prejudice to any other remedy, terminate or suspend its performance of the Contact in whole or in part by written notice to the Supplier at any time if the Supplier (a) fails to comply with any provision of the Contract or any other agreement with the Company (b) fails to make progress so as in the reasonable opinion of the Company to endanger the performance of the Contract, or (c) becomes insolvent, has a receiver or administrator appointed in respect of any of its assets or is compulsorily or voluntarily wound up or the Company bona fide believes that any of such events may occur. In case of such termination, the Company shall be discharged from all further liability in connection with the Contract, but such discharge shall not affect any accrued liabilities of the Company Company
- No failure or delay by the Company to exercise its rights in respect of any default under the Contract by the Supplier shall prejudice the Company's rights in connection with the same or any subsequent default

Neither party shall be responsible to the other by reason of failure to perform under any Contract arising from causes beyond the control of the party concerned including fire, explosion, breakdown, labour dispute or acts or omissions of any authority or governmental agency provided that the Supplier shall promptly notify the Company of the occurrence of any such circumstances and the Company shall be entitled to obtain elsewhere goods and/or services covered by the Contract for so long as such circumstances prevail and to reduce to that extent, without liability to the Supplier, its purchases under the Contract.

### INTELLECTUAL PROPERTY INDEMNITY

The Supplier shall indemnify the Purchaser against all actions, claims, demands, costs, charge and expenses incurred The supplier stall influenting the Profit chaser against all acutors, claims, centrality, sucts, claring and expenses incurred by the Company in connection with any infiringement or alleged infringement in any country of the rights of any third party claimed under or in connection with any patent, registered design, trade mark, copyright, design right, breach of confidence or other industrial property right arising from the sale or use of any goods and/or services provided by the Supplier except only to the extent that such infringement results exclusively from a design or written instruction given by the Company and shall, at the Company's request, defend or assist in defending, at the Supplier's expense, any action against the Company or any person to whom the goods and/or services have been supplied

# ASSIGNMENT AND SUB-CONTRACTING

16.1 The Supplier shall not without the prior written consent of the Company assign or subcontract any of its obligations under the Contract

### HEALTH AND SAFETY AT WORK ETC

The Supplier undertakes that the goods and/or services and all packaging, instructions and labelling in connection with them shall comply in all respects with all statutes, regulations, byelaws, and standards in force at the date of delivery including the Health and Safety at Work etc Act 1974 and any safety precautions required for the handling or use of the goods shall be clearly marked on them

## PUBLICITY

Neither the Contract nor the Company's name shall be used by the Supplier for advertisement purposes without the Company's prior written consent

### CONSTRUCTION

The construction, validity and performance of the Contract shall be governed in all respects by English Law and the Supplier consents to the jurisdiction of the English courts in all matters relating to the Contract

### NOTICES

Any notice to be given in writing under the Contract may be delivered by hand or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the hand delivery or on the date for posting

Tel: **01782 564411** (7.30am-5.30pm, Monday to Friday) Email: sales@broxap.com Web: www.broxap.com