1. GENERAL
1.1 In this Condition, the definitions and interpretations shall be the following meanings.

"Buyer" means any person, firm or company to whom the Seller shall despatch or deliver any Goods or Services.

"Conditions" means these terms and conditions of sale incorporated herein or hereafter in the course of the Seller's business, unless otherwise stated.

"Contract" means the contract for the sale of Goods and/or the provision of Services as named in the quotation or order which is accepted by the Seller.

"Goods" means any and all goods, whether or not Services are provided in connection with such Goods.

"Price" means the price payable for the Goods and/or Services which are referred to in the applicable Contract or in a quotation or order which is accepted by the Seller.

"Service" means the services provided by the Seller and such services are referred to in the applicable Contract or in a quotation or order which is accepted by the Seller.

"Term" means each and every term or condition contained in the applicable Contract or in a quotation or order which is accepted by the Seller.

"Seller" means any person, firm or company to whom the Buyer is bound by the Contract.

2. ORIGINS, ACKNOWLEDGEMENTS, CONDITIONS AND VARIATIONS
2.1 The Seller shall be bound by any terms of purchase or sale, regardless of whether or not the Buyer has acknowledged the Conditions and/or variations thereto, that are attached to or incorporated therein by reference or otherwise. The Seller shall be bound by any terms of purchase or sale, regardless of whether or not the Buyer has acknowledged the Conditions and/or variations thereto, that are attached to or incorporated therein by reference or otherwise. The Seller shall be bound by any terms of purchase or sale, regardless of whether or not the Buyer has acknowledged the Conditions and/or variations thereto, that are attached to or incorporated therein by reference or otherwise. The Seller shall be bound by any terms of purchase or sale, regardless of whether or not the Buyer has acknowledged the Conditions and/or variations thereto, that are attached to or incorporated therein by reference or otherwise.
terms and conditions of purchase

Broxap Limited ("the Company") CONDITIONS OF PURCHASE

TERMS AND CONDITIONS

1.1 Each order by the Company constitutes an offer to the person named in the order ("Supplier") in respect to the goods and/or services and at the price and upon the terms and conditions stated in or to it in these Conditions, unless otherwise stated in writing signed by an authorized officer of the Company. Any amendments to the order or variations made in writing signed by an authorized officer of the Company shall be subject to the written consent of the Company. Any variation or waiver or, addition to, these Conditions unless clearly stated on its face to be a counter offer) 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 be subject to and governed by the laws and conditions of the United Kingdom and the jurisdiction of the English courts.

2.2 In the event that the Supplier seeks to increase its prices, it shall give to the Company, not less than 60 days' notice in writing specifying the time and place of delivery, and all services will likewise be performed at the time (being of the essence) and at the prices stated in the Contract, and the Company shall, at its own discretion, request free of charge any goods damaged or lost in transit.

3.2 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 of the Company's requirements, including, but not limited to breakdowns, labour disputes or transportation difficulties, which might give rise to any such delay.

WORKMANSHIP, MATERIALS AND DESIGN

4.1 The Supplier warrants as separate conditions of the Contract that all goods and, in the event of any applicable law, any services, shall be (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, other descriptions or specifications or samples or specifications (or in accordance with any agreement or document referred to in the Contract) and (e) in accordance with any further or additional requirements and specifications of the Company which shall be reasonable and practicable in the circumstances. The Company reserves the right, at its option, to inspect the rejected goods in a manner reasonably necessary to establish whether the Supplier has complied with the Contract.

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

12.2 The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurance liability arising under the Contract and shall, on request, provide the Company with evidence as to the existence and sufficiency of such insurance.