

**COLD DRAWN PRODUCTS LIMITED
CONDITIONS OF PURCHASE**

These conditions of purchase apply to all purchases of goods and services made by Cold Drawn Products Limited (“the Buyer”). The person or company to whom the Buyer’s order is addressed is referred to as “the Supplier” or “the Contractor” and the articles or items to be sold by the Supplier or Contractor to the Buyer are referred to as “the Goods” and the work described in the order is referred to as “the Services”.

1. The Buyer will not be bound by this order until it has been accepted. Acceptance of this order will be deemed to bind the Supplier or Contractor to the terms and conditions set out herein and no Goods or Services shall be supplied or performed by the Supplier or Contractor, their employees, agents, or representatives except in accordance with these terms and conditions unless otherwise agreed in writing. In the case of any conflict between these Conditions and those of the Supplier or Contractor these Conditions will prevail.
2. These Conditions of Purchase and the express terms of the Buyer’s order constitute the entire agreement relating to the supply of Goods and the performance of Services.
3. Time of Delivery is of the essence. Delivery is to be free at the location specified on the face of this order and during normal business hours unless stated. Failure to deliver by the date specified or any amended date agreed in writing will render this order liable to cancellation without notice, for which the Buyer shall be free of liability.
4.
 - a. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
 - b. Title to the Goods shall pass to the Buyer at the moment of delivery of the Goods without prejudice to the Buyer’s right of rejection.
5. Each consignment must be accompanied by a detailed advice note and a certificate of conformity where applicable. Where Goods and/or Services are subject to VAT the amount thereof shall be specified. Where Goods and /or Services have been ordered as a result of a quotation, invoices for more than the amount quoted will not be accepted unless previously agreed in writing.
6. A separate invoice shall be provided by the Supplier and/or Contractor for each delivery of Goods or provision of Services. Invoices received after the 25th of one month will be processed in the following month. The Buyer reserves the right to deduct from any monies due or becoming due to the Supplier or Contractor, any monies in respect of materials supplied or Services rendered by the Buyer.
7. Packaging material and containers are to be supplied free of charge. They can be collected during normal business hours on giving reasonable notice.
8.
 - a. The Supplier shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and performance of the Services.
 - b. All Goods and Services detailed in this Purchase Order should be supplied in accordance with the Suppliers/Contractor’s registration under the appropriate recognised approval authority and be supported by the relevant certificate of conformity/test certificate/certificate of analysis. Verification at source may be required by the Buyer or his customer's representative.
 - c. All Goods or Services supplied or carried out shall be subject to the Buyer’s approval and must meet all governing specifications and statutory requirements. The supplier or Contractor warrants that the Goods supplied are of satisfactory quality, fit for the purpose for which ordered and comply with all statutory requirements.
 - d. The Buyer reserves the right to reject any Goods or Services which are faulty or do not conform to the quantity, quality standard or description as specified in the Order. The Buyer may return the rejected Goods at the Supplier’s or Contractor’s risk and expense
9.
 - a. The price of the Goods and Services as stated in the Order shall be inclusive of all charges for packing, shipping, carriage, insurance and delivery of the Goods and any duties, imposes or levies other than Value Added Tax.
 - b. No Increase in the agreed price will be accepted unless the Buyer’s written approval has been obtained thereto.
10.
 - a. The Supplier or Contractor shall not without the written consent of the Buyer assign, transfer or sub-let the Contract or any part thereof other than to for any part of the Goods of which the makers or suppliers are named in the order.
 - b. Any specifications supplied by the Buyer or specifically produced by the Supplier for the Buyer in connection with the Contract, together with all intellectual property rights in the said specification shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third party or use any such specification except to

the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purposes of the Contract.

11. The Buyer reserves the right to cancel this order at any time by written notice to the Supplier or Contractor and shall be liable to pay only for work completed and in progress and for the cost of labour, materials and overheads incurred by the Supplier or Contractor which are solely related to the execution of this contract up to the date of cancellation. The Buyer shall not be liable for any loss to the Supplier or Contractor including consequential loss.
12. The Supplier or Contractor warrants that the sale or use of the Goods by the Buyer will not infringe any third party intellectual property rights including any British or Foreign patent, trade mark or registered design. The Supplier or Contractor undertakes to indemnify the Buyer against loss, damage, liability, costs or expenses which the Buyer may suffer or incur by reason of any breaches of the above warranties or those in Condition 8 above.
13.
 - a. Any breach of any term of any order by the Supplier or Contractor either regarding time of delivery or otherwise shall (whether the Buyer has accepted the Goods or Services or any part thereof or not and whether the property in the Goods or Services has passed to the Buyer or not) entitle the Buyer in its option to treat the order as repudiated or treat any such breach of warranty as giving rise to a claim for damages.
 - b. If Goods or Services are not supplied or performed in accordance with the Contract then notwithstanding clause (a) above the Buyer shall be entitled to require the Supplier to repair the Goods or supply replacement Goods or Services in accordance with the Contract within 7 days.
14. The Supplier or Contractor will indemnify the following:
 - a. Loss or damage or injury whatsoever and whensoever arising, caused to the Buyer, or for which the Buyer may be liable to third parties, due to defective workmanship or unsound quality of the Goods or Services supplied, breach of any statute or breach of any warranty hereunder.
 - b. Claims in respect of death or injury, howsoever caused, to any employees of the Supplier or Contractor, or those of their agents or subcontractors, while in or about the Buyer's sites or works or other places of business.
 - c. Consequential loss or damage sustained by the Buyer or for which the Buyers may be liable, as a result of the failure of the Supplier or Contractor to perform the Services or supply the Goods, in accordance with the terms of the order. In respect of the above indemnities the Supplier or Contractor shall keep himself or themselves insured during the continuance of the agreement for a sum of at least £1,000,000. In default the Buyer shall be entitled to effect such cover and recover premiums paid from any sums whatsoever due to the Supplier or Contractor.
15. The employees of the Supplier or Contractor or their agents shall on first arrival report to the Buyer's reception area or designated personnel and shall make themselves aware of and conform with safety regulations in force.
16. If the Supplier or Contractor goes into liquidation for the purposes of solvent amalgamation or reconstruction, or enters into an arrangement or composition with creditors or has an administrator, receiver, manager appointed, or (being an Individual or firm) becomes bankrupt, or if it appears to the Buyer that any such event is or may be about to happen, then the Buyer shall be entitled to cancel this order immediately by written notice to the Supplier or Contractor without prejudice to any other right or action which the Buyer might have against the Supplier or Contractor at the date of such notice.
17.
 - a. The Order is personal to the Supplier which shall not assign or transfer or purport to assign or transfer to any person any of its rights or sub-contract any of its obligations under the Contract without the Buyers prior written consent
 - b. No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provisions.
 - c. If any provision of these conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these conditions and the remainder of provisions in question shall not be affected thereby.
 - d. This Agreement shall be governed by the laws of England and the parties agree to submit to the jurisdiction of the English courts.