

STANDARD CONDITIONS OF PURCHASE

1. **DEFINITIONS**

In these conditions:
"the Company" means Keller Ltd.
"Purchase order" means the company's order for the supply of services to which these conditions are annexed.
"Goods" means any goods to be sold or supplied to the Company pursuant to the Purchase Order.
"Services" means any services to be supplied to the Company pursuant to the Purchase Order.
"Supplies" means any Goods and/or Services to be supplied pursuant to the Purchase Order.
"the Supplier" means the person, firm or Company named as such in the Purchase Order.
2. **PREVAILING CONDITIONS**
 - (a) These conditions only shall apply to any contact resulting from the Purchase Order to the exclusion of all conditions proposed by the supplier.
 - (b) These conditions may only be varied by a document in writing referring to the Purchase Order and signed by a duly authorised officer of the Company.
 - (c) Plant hire contracts are accepted on the basis of CPA conditions except that the Company will give three days notice to the hirer of termination of hire and will not accept responsibility for loss or damage on termination must be received within two working days of the expiry of the three-day notice period in any event, ongoing hire charges for whatever reason will be acceptable to a maximum of six weeks.
3. **PACKING, MARKING AND DESPATCH OF GOODS**
 - (a) All Goods shall be properly packed, marked and despatched at the Supplier's
 - (b) In particular, the Supplier shall mark the outside of each package with his name and with full details of the delivery address and affix a Packaging Note stating the contents.
 - (c) The Company shall not be liable to pay for or return any packaging materials to the Supplier.
3. **DOCUMENTS**
 - (a) On despatch of goods the supplier shall send to the address for delivery an Advice Note specifying the means of transport, the weight, number or volume and the point and date of despatch together with Kellers Order Number.
 - (b) A separate invoice for each individual consignment of goods or work done shall be sent by the supplier to the company as soon as is reasonably practicable after despatch or performance.
4. **INVOICES**
 - (a) A separate invoice for each individual consignment of Goods or services shall be sent by the supplier to the Company as soon as is reasonably practicable after the goods have been supplied or the Services rendered (as the case may be).
 - (b) In the case of shipment originating outside the United Kingdom, the Supplier shall, on despatch of the Goods, send to the Company at the address for delivery an advice note specifying the means of transport, weight, number or volume of the Goods and the point and date of despatch.
5. **INSPECTION**
 - (a) All supplies shall be subject to inspection and testing by the company who shall have the right at the Suppliers expense to reject any Supplies which are defective in any way or otherwise fail to meet the requirements of the Purchase Order.
 - (b) The company will be entitled to inspect and test Supplies by prior arrangement at any time during manufacture, processing and storage and shall be entitled to give notice to the Supplier that the Supplies do not comply with the Purchase Order Whereupon the Supplier will take such steps as may be necessary to ensure such compliance.
6. **QUALITY**

All Supplies shall conform to the specifications, drawings, samples or other description furnished, specified or approved by the company and shall be fit for the purpose intended, of merchantable quality, and in the case of Services, carried out in a good and workmanlike manner and free from defect. If a standard of performance is specified Supplies should be capable of the required performance.
7. **DELIVERY OR PERFORMANCE**

Any time of delivery or performance stated on the Purchase Order shall be of the essence of the contract and if the supplier fails to deliver or perform within the specified time or on the specified date the Company shall have the right to obtain other Supplies from elsewhere, any extra costs, expenses and loss of profits incurred by the Company being paid by the Supplier.
8. **PASSING OF PROPERTY AND RISK**

Property and risk in the Goods shall pass to the Company on delivery without prejudice to any right of rejection which may accrue to the company under these Conditions and, upon rejection, property and risk shall pass to the supplier within 48 hours of notice of such rejection being given to the supplier by the company.
9. **LIABILITY FOR ACCIDENTS AND DAMAGE**

The Supplier shall indemnify the Company against:

 - (a) All actions suits claims demands by any person, firm or company in respect of death of or injury to any persons or loss of or damage to any property.
 - (b) Loss or damage to the company's property and any consequential loss which the company may suffer as a result of such loss or damage arising in either case out of or in connection with Supplies provided always that nothing herein shall render the Supplier liable for any such action or damage which arises by reason only of the negligence of some person employed by the company.
10. **DEFECTS LIABILITY**

In the event that any supplies prove defective under normal conditions of use within one year of supply or execution the supplier will replace any defective Goods and carry out such work as the Company deems necessary to rectify any defective Services at no cost to the Company.
11. **DAMAGE OR LOSS IN TRANSIT**

The supplier will replace or repair free of charge any Goods damaged or lost in transit and in the case of damage delivery shall not be deemed to have taken place until replacement or repaired Goods have been delivered.
12. **INDUSTRIAL PROPERTY RIGHTS**

Save to the extent the supplies are designed by the Company the Supplier warrants that such Supplies and their sale or use will not infringe any U.K. or foreign patents, trademarks or copyright or other intellectual property rights of whatever nature and will indemnify the Company and anyone selling or using any of the Company's products against all judgements costs and expenses resulting from any infringement or alleged infringement and the Supplier shall, at the Company's request assist in the defence of any proceedings which may be brought against the Company or those selling or using the Supplier's products.
13. **DRAWINGS, SPECIFICATIONS ETC.**

All specifications, patterns, drawings, samples and information provided by the Company to the supplier or produced by the Supplier pursuant to the Purchase Order shall remain the property of the Company to whom they shall be returned on the completion of the Purchase Order and the supplier shall not disclose them to any third party without the express written consent of the Company.
14. **PRICE**

No variation in the price specified in the Purchase Order will be accepted by the company.
15. **TOOLING**
 - (a) All tools, jigs, dies, fixtures, moulds, patterns, plant or other equipment (the "tooling") supplied or paid for by terms of a Purchase Order shall remain the company's property.
 - (b) All tooling shall be maintained and kept in good repair and replaced when necessary by the supplier and shall not be used by the supplier except for manufacture of Goods in accordance with relevant Purchase Orders for the Company except with the written consent of the Company.
16. **TERMINATION AT OPTION OF BUYER**
 - (a) Performance of work under any Purchase Order may be terminated by the Company at its option, in whole or in part, at any time by written notice to the Supplier.
 - (b) Immediately upon receipt of any such notice of cancellation the supplier shall:-
 - (i) cease work under the relevant Purchase Order.
 - (ii) deliver to the Company all completed Goods which conforms to the quality requirements of such order and do not exceed, in quantity, the amount authorised by the Company.
 - (iii) at the Company's request deliver work in progress (but not in excess of amounts authorised by the Company) and materials produced or acquired in the course of performance of the work terminated which are of a type and quality suitable for producing Supplies which conform to the requirements of the Purchase Order.
 - (iv) return to the Company all goods belonging to it and in the possession of the Supplier for purposes of the contract.
 - (c) The Company shall pay for all supplies delivered pursuant to para. (b) (ii) above at the agreed price and shall pay for work in progress delivered pursuant to para (b) (iii) above at such rate as may be reasonable but the company shall have no further liability to the Supplier as a result of such termination.
17. **BREACH**

Any breach of the relevant Purchase Order of these conditions by the Supplier either regarding time of delivery or otherwise shall (whether or not the Company has accepted the Supplies or part thereof) entitle the Company to treat the order as repudiated and/or to claim damages therefor.
18. **ASSIGNMENT OR SUBCONTRACTING**

The supplier shall not assign or sub-contract the Order or any part of it without the previous written consent of the Company but the company shall be entitled to assign the whole or part of its rights and obligations to any other member company of the Keller Group.
19. **WORK ON COMPANY'S PREMISES**

Where the order provides for work to be done on the company's premises the following conditions shall apply:-

 - (a) The supplier (together with authorised sub-contractor) or any person employed by or carrying out work on behalf shall
 - (i) not commit any act on the company's premises which will render the Company liable for damages to any third party at common law or by virtue of any statute.
 - (ii) observe the code of safe working practice for the Suppliers issued by the Company and all statutory provisions and regulations relating to the safety of persons using the Company's premises. The Code of Safe Working Practice shall be available for inspection by the Supplier who shall be deemed to have knowledge of its contents.
 - (b) The Supplier, authorised sub-contractor (if any), or any person employed by or carrying on work on their behalf:
 - (i) shall comply with all requirements imposed by the Company as to security on entering or leaving the Company's premises.
 - (ii) shall not commence the services until authorised to do so in writing by the person made known by the Company to the Supplier as having authority to authorise the commencement of the services.
 - (iii) shall comply with any instructions by the Company or its authorised representatives pertaining to the carrying out of the Services.
 - (c) (i) The supplier or authorised sub-contractor shall insure and keep insured during the continuance of the contract against all liabilities mentioned in Clause 8 above and the indemnity provided by such insurance shall be for a sum of not less than £500,000 or such other sum as may be specified by the company for anyone accident.
(ii) The supplier or authorised sub-contractor shall at all relevant times maintain in force insurance against all liabilities mentioned in Clause 9 above and the indemnity provided by such insurance shall be for a sum of not less than two million pounds or such other sum as may be specified by the Company for any one accident.
(iii) The supplier shall upon request reduce the policies for such insurance to the Company together with the receipt for the last premium payable thereunder.
 - (d) The supplier shall be responsible for new works being installed or erected at the Company's premises and will maintain insurance to cover loss or damage to such works until completion of the contract.
20. **BANKRUPTCY OR LIQUIDATION**

If the supplier becomes insolvent within the definition of the Insolvency Act 1986 or has any receiver or administrator appointed over its affairs the Company may terminate the contract created by the Purchase Order by notice in writing.
21. **NOTICES**

Any notice under these conditions shall be given by post addressed to the address stated on the Purchase Order for the Company and Supplier or such address as either may notify to the other in writing for the purpose. Any notice so served shall be deemed to be received in the ordinary course of post.
22. **LAW OF THE CONTRACT**

The Contract will be governed by English Law.