

## CONDITIONS OF PURCHASE

1. Valen Fittings Ltd, (hereinafter called "The Company") will not be liable for orders unless they are issued on a printed order form and duly signed on behalf of The Company.
2. Acceptance of the Order constitutes unconditional acceptance of these Conditions except to the extent that the same may be varied in the Order and, unless expressly agreed by The Company in writing, no additions to these Conditions will be applicable nor will any alternative Conditions submitted by the Seller be recognised.
3. Title to any materials and services supplied shall pass to The Company, upon delivery or completion of this order.
4. Any alteration or extension to this Order must be confirmed on an official amendment sheet duly signed on behalf of The Company.
5. The delivery of the goods must be completed by the time specified, failing which The Company reserves the right, in addition to any other rights it may have, to cancel the Order and purchase the goods elsewhere, charging the Seller with any reasonable expense so incurred.
6. If for any reason the Seller shall find it impossible to comply with the Contract or any part thereof made with The Company then the Seller shall immediately give notice thereof in writing to The Company, and The Company may thereupon determine the Contract and or take such other action and pursue such other remedies as may be available to it.
7. If during the currency of the order our business is stopped or restricted due to war, strike, lock-out, riot, civil commotion, epidemic, unusual inclemency of the weather, fire, accident, Government Act, shortage of material or labour or any other causes whatsoever or wheresoever beyond our control, then delivery may at our option be partially or wholly suspended as the case may require during the continuance of such stoppage, interruption or restriction and the time of delivery shall be correspondingly extended.
8. An Advice Note, on which the Order Number is clearly stated, must be sent here the same day as that on which the goods are despatched. (Failure to send Advice Notes may delay payment of invoice).
9. Any payment made is without prejudice to our rights if the goods you supply to this Order prove to be unsatisfactory or not in accordance with specification or approved sample, the supplier shall indemnify The Company for all losses in respect of the defective goods
10. The Company shall reserve the right (without prejudice to its other rights or remedies (to give written notice at any time to the Seller that a defect resulting from faulty materials, or workmanship of the Seller will make good such defect or (at the option of The Company) replace the defective goods without charge and the replaced goods (to which the Order and Conditions shall apply) will be delivered to The Company carriage paid at the expense of The Seller.
11. Tools or patterns made by the Seller or supplied by The Company for the execution of this Order must be used for any other purpose without The Company's written permission.
12. The Order shall not be assignable by the Seller and no subcontract by the Seller shall in any way affect or relieve the Seller of his absolute liability to The Company under the Order.
13. The Seller shall indemnify The Company against action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, trade mark or name or other protected rights in respect of the goods supplied pursuant to the Order save and except if the same shall arise solely because the Seller has manufactured the goods strictly in accordance with The Company's plans or specifications referred to in the Order.
14. The goods shall be suitably packed and protected for transit according to destination and in accordance with any special requirements of this Order.
15.
  - i) The Order is given to the Seller on condition that the Seller shall pay and indemnify The Company against all claims and demands that may be made against The Company by or on behalf of the Seller's employees or subcontractors of their employees for injury (including fatal injuries), loss or damage, howsoever caused or arising, in any way connected with or in consequence of the fulfilment, carrying out or delivery of this Order.
  - ii) The Seller shall be liable for and shall pay and indemnify The Company in respect of and shall adequately insure against all claims, demands, liability, loss costs and proceedings whatsoever direct and/or consequential arising under any Statute or at Common Law in respect of : **a)**, personal injury or death to any person whomsoever and **b)**, any injury or damage to any property, real or personal (including The Company's premises) in so far as such injury, death or damage arises in connection with or in the course of the execution of any works which are the subject of the Order, or as a result of any defect in or incorrect assembly by the Seller of any goods notwithstanding that the same may have been inspected or accepted by The Company.
16. We reserve the right to hold invoices received after the fourth day of the month following delivery.
17. The terms of any contract to which these Conditions apply shall be deemed to be a contract made in England and shall in all respects be read and construed in accordance with the Law of England and the parties hereto submit to the jurisdiction of the English Courts. Acknowledgement of Order is required Confirming Acceptance of Price, Terms and Delivery.