

# PKL GROUP (UK) LIMITED

## STANDARD TERMS AND CONDITION OF PURCHASE

### DEFINITIONS

'The Buyer'	means PKL Group (UK) Ltd
'The Seller'	means the person(s), firm or company to whom the Buyer's order is addressed
'The Contract'	means the contract for the supply to the Buyer by the Seller of the goods or services specified in the Buyer's order

### 1. THE CONTRACT

- 1.1 The Seller's actual commencement of execution of the order, notification of, or actual supply of the goods or services will signify the Seller's acceptance of these conditions of purchase.
- 1.2 These conditions apply to the Contract to the exclusion of any terms and conditions specified or referred to by the Seller whether in any quotation or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 1.3 No variation to the Buyer's order or these conditions shall be binding unless agreed in writing by a director of the Buyer.
- 1.4 If the goods or services which are the subject of the Contract are to be delivered by instalments, the Contract shall be treated as a single contract and not severable.

### 2. DELIVERY

- 2.1 Unless otherwise stated on the order the goods must be supplied, delivered and off-loaded, carriage paid, and any services must be performed wherever and whenever the Buyer may direct at the Seller's risk.
- 2.2 No deliveries of goods or performance of services will be accepted outside the Buyer's normal site working hours or at weekends without the consent of the Buyer. It will be up to the Seller to ascertain the working hours of the particular site.
- 2.3 Goods must be accompanied by an advice/delivery note which must state the order number and date of the Buyer's order, the job number, delivery address and full description and also quantify the goods delivered, this is to be acknowledged with the clear signature of an authorised person appointed by the Buyer.
- 2.4 In the event of the Buyer's contract with its employer being cancelled, delayed or interrupted or otherwise restricted by force majeure, lock out, strikes by workmen or any other causes whatsoever beyond its control then the Buyer shall be at liberty to defer the date of delivery of goods or performance of services, cancel or vary the order or any part thereof.
- 2.5 The Buyer reserves the right to cancel the Contract or any part thereof in the event of non-delivery or non-compliance within the period or periods specified by the Buyer on its order. The Seller will be held liable for any direct loss or expense incurred or suffered as a result of such non-delivery or non-compliance, including any extra costs incurred by the Buyer obtaining goods elsewhere.
- 2.6 The Seller shall not exceed the quantities stated on the Buyer's order without receipt of an addendum order issued by the Buyer. The Buyer will not be liable for any goods which are supplied in excess of the quantities stated on the order and payment will only be made for materials and quantities stated on the order.
- 2.7 The description of any services supplied by the Seller shall be as stated on the Buyer's order.

### 3. **QUALITY**

- 3.1 The materials supplied must be suitable for the purpose for which they are intended and must comply in all respects with the appropriate British Standard, Codes of Practice and UK Legislation, unless otherwise specified on the order and must meet with the approval of the Buyer's client's Representatives.
- 3.2 All goods supplied shall conform as to the quality, description and specification stated in the order or attachments .
- 3.3 All services supplied shall be performed by appropriately qualified and trained personnel, with due care and diligence in accordance with whatever quality standard is specified on the Buyer's order or, if none is specified, to such high standard of quality as it is reasonable for the Buyer to expect in the circumstances.

### 4. **PAYMENT**

- 4.1 A separate invoice for each order must be sent and clearly show the order number, job number and delivery address and must clearly describe and quantify those goods or services supplied making them easily identifiable with the description given on the order.
- 4.2 Payment will be made within agreed terms. In the absence of agreed terms payment terms will be 60 days.
- 4.3 Invoices must be received no later than the 10th of the month following the month in which these goods or services were supplied. Invoices received after the 10th will be treated as having been received in the following month without loss of trade or cash discount.
- 4.4 The Supplier shall not without the written consent of the Buyer assign the debt or any interest therein, including what is commonly known as 'factoring'.

### 5. **RESPONSIBILITY**

- 5.1 The Buyer will not accept responsibility for goods until actual delivery is made to the destination specified and it has been reasonably possible for the Buyer to check the particulars and condition of the goods.
- 5.2 Where the Buyer's representative has been unable to carry out a close inspection of the goods delivered, for whatever reason, his signature on the advice/delivery ticket shall not constitute the Buyer's acceptance of the goods or prejudice his rights to rely on any conditions contained herein.
- 5.3 The Buyer will be entitled to inspect and test the goods as appropriate prior to or after the delivery, and charge the Seller with the costs of testing any goods which prove to be inferior.

### 6. **PRICES**

- 6.1 The price, discount or any additional charges shall be as set out in this order and shall be inclusive of all charges for packaging, carriage, insurance and delivery and of all duties, levies or imposts other than value added tax. In the event the Seller wishes to vary any such price, discount or additional charge then it shall give written notice prior to completion of the order to the Buyer of its intentions to do so. The Buyer shall only be responsible for the proposed increase to the extent that it has given written approval in the form of a revised order to the Seller incorporating the amended figures. The Buyer shall be entitled to request details of justification for such proposed amendments and in the event of not receiving same shall have the option of cancelling the order without prejudice to any other rights or remedies it may have against the Seller.
- 6.2 In the event that the Seller fails to give reasonable notice to the Buyer in accordance with 6.1 above then where the increase could reasonably have been foreseen the Buyer shall have the right to insist on the prices originally agreed or recover any additional costs from the Seller incurred by it in consequence of the late notification.

**7. ASSIGNMENT**

7.1 The Seller shall not assign or sub-let the full or any part of the Contract without the Buyer's written consent.

**8. PASSING OF PROPERTY**

8.1 The property in any goods supplied under the Contract shall pass to the Buyer with delivery and acceptance by the Buyer's servants and employees. The Seller shall not in any circumstances whatsoever retain or purport to reserve to itself title in such goods or any part thereof.

8.2 The provision of clause 8.1 shall operate without prejudice to any right of rejection of goods or any part thereof under these conditions.

**9. PACKAGING**

9.1 No charge will be accepted by the Buyer for packaging crates, or other containers or pallets, palletisation or the like unless specifically agreed and shown on the order.

**10. INTELLECTUAL PROPERTY**

10.1 The Seller warrants that the design, construction and quality of all goods to be manufactured or supplied by him under the Contract comply in all respects with any statute, statutory rule order, or regulations which may be in force at the time and further that the sale or use of the goods to or by the Buyer will not infringe any British or Foreign patent, trademark, trade name and registered design. The Seller undertakes to indemnify the Buyer against any loss, damage, liability, cost or expense incurred or suffered by the Buyer by reason of any breach of the said warranties.

10.2 Any specification, plan, drawing or other data produced to the Seller by the Buyer, together with all copyright, design right or any other intellectual property right in any of them shall as between the Buyer and the Seller be the exclusive property of the Buyer. The Seller shall not use any such specification, plan, drawing or other data for any purpose other than fulfilling the Buyer's order and the Seller shall not disclose any such specification, plan, drawing or other data to any person except to the extent required by law.

**11. STORAGE**

11.1 If for any reason the Buyer is unable to accept delivery of the goods at the specified time, the Seller shall store the goods, safeguard them and take all reasonable steps to prevent the deterioration until their actual delivery. Any additional costs which may be incurred by the Seller must first be notified to and agreed by the Buyer in writing.

**12. WAITING TIME**

12.1 The Buyer shall not be liable for any waiting time incurred by the Seller in the execution of off-loading goods or performing services, unless agreement has been reached with the Buyer.

**13. BANKRUPTCY OR LIQUIDATION**

13.1 If the Seller commits an act of bankruptcy or enters into liquidation or has a provisional liquidator or receiver or administrative receiver appointed or enters into any arrangement or composition with its creditors, then the Buyer may determine the Contract at any time thereafter and shall be liable to pay for only such goods and services as have been by that date properly delivered or performed and shall be entitled deduct from any monies so payable any loss or expense incurred by the Buyer as a result of such determination.

**14. COMPLIANCE WITH LAWS**

14.1 The Seller shall ensure that all goods supplied will be free from any hazard to safety or to health in their normal use. Before supply, the Seller must indicate to the buyer, in writing, any inherent hazard or defect and any health and safety precautions that must be taken.

- 14.2 The Seller is to provide the Buyer at the time of delivery, with a copy of the hazard data sheet relating to the materials being supplied under the Contract in full compliance with the COSHH Regulations.
- 14.3 The Seller shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging and delivery of the goods or the performance of services which are the subject of the Contract.
15. **BREACH**
- 15.1 The Buyer reserves the right to contra charge the Seller or deduct monies otherwise due to the Seller in settlement of the price payable under the Contract or any other account for any of the following reasons:
- 15.2 Breach of the Buyer's contract with its client or customer due to any failure or negligence on the part of the Seller.
- 15.3 Delays and standing time for labour and plant on site that may be directly attributed to the failure of the Seller to comply with instructions on the Buyer's order.
- 15.4 The costs of remedial works or damages where it is established that such costs are attributed to the fault or failure of goods supplied by the Seller.
16. **CANCELLATIONS**
- 16.1 The Buyer reserves the right to cancel this order in whole or in part, in the event of the Seller not complying with the stated conditions and requirements of this order. The Buyer shall not be liable to the Seller for any loss caused by such cancellation.
17. **GENERAL**
- 17.1 These terms and conditions shall be governed by and construed in accordance with English law. The Seller irrevocably submits to the non-exclusive jurisdiction of the English courts for all matters relating to or arising from the contract between the Buyer and the Seller.
- 17.2 Any notice given under these terms and conditions shall be validly given only if put in writing addressed to a director of the party to which it is to be given and sent by first class post, facsimile transmission or delivered by hand to the address of the party to which it is to be given shown on the Buyer's order.
- 17.3 No waiver by the Buyer of any breach of contract by the Seller shall be considered a waiver of any subsequent breach of the same or any other provision.

March 2003