

CONDITIONS OF CONTRACT

for the purchase of goods and services

1. No materials will be accepted or paid for unless an official order has been issued by Oaston Engineering Ltd.
2. Time is of the essence of this contract and failure to deliver the goods by the delivery date specified will render this order liable to cancellation by Oaston Engineering Ltd. without notice. Oaston Engineering Ltd. reserves the right to refuse quantities in excess of the quantities ordered.
3. Oaston Engineering Ltd. reserves the right to accept or decline any goods not up to sample or specification. Any costs incurred as a result of defective deliveries will be charged to the supplier.
4. The property and risk in the goods shall remain with the Seller until they are delivered at the point specified in the purchase order. If the goods delivered by the Seller are not in conformity with the contract requirements Oaston Engineering Ltd. may at its option give the Seller a reasonable opportunity to replace the rejected goods with goods which conform to the contract.
5. The Seller shall furnish such programmes of manufacture and delivery as Oaston Engineering Ltd. may reasonably require and shall give notice to Oaston Engineering Ltd. as soon as practicable if such programmes are (or are likely to be) delayed.
6. The Seller shall not sub-contract or assign this contract in whole or in part without having previously obtained Oaston Engineering Ltd's written consent to any such sub-contract or assignment.
7. Oaston Engineering Ltd. and its customer(s) shall have the right to progress and inspect all goods at the Seller's works and the works of sub-contractors at all reasonable times and to reject goods that do not comply with the terms of the contract. The Seller's sub-contracts shall be made accordingly. Any Inspection, checking, approval or acceptance given on behalf of Oaston Engineering Ltd. shall not relieve the Seller or his Sub-contractors from any obligation under the contract.
8. Materials and parts issued by Oaston Engineering Ltd. to the Seller for the purchase of the contract shall remain the property of Oaston Engineering Ltd. The Seller shall maintain all such materials and parts in good order. The Seller shall use such materials solely in connection with the contract. Any surplus materials shall be disposed of at Oaston Engineering Ltd's discretion. The Seller must insure against fire, all raw materials, parts or goods of any kind furnished to it by Oaston Engineering Ltd. in connection with this order and agrees to indemnify Oaston Engineering Ltd. in the event of their loss or damage.
9. In the event of labour difficulties, fire or other unforeseen causes or circumstances beyond Oaston Engineering Ltd's control may require the Seller to suspend any deliveries until such date as Oaston Engineering Ltd. may, in writing, notify the Seller that Oaston Engineering Ltd. is in a position to accept them. The numbers of Advice Notes are to be quoted on all invoices relating to this order.
10. When goods are ordered for despatch to sub-contractors, advice notes must be made out by the Seller to the Consignee and despatched with the goods. Proof of delivery must be furnished by the Seller to Oaston Engineering Ltd. before payment is made.
11. The Seller will indemnify Oaston Engineering Ltd. against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of sale of any article or material supplied by the Seller to Oaston Engineering Ltd. and against all costs and damages which Oaston Engineering Ltd. may incur or for which Oaston Engineering Ltd. may become liable in any action for such infringement. This indemnity is conditional on Oaston Engineering Ltd. giving the Seller notice in writing of any claim being made or action threatened or brought against Oaston Engineering Ltd. and Oaston Engineering Ltd. permitting the Seller at the Seller's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.
12. The Conditions of this order shall not be invalidated or rendered inoperative by any clauses, requirements, reservations or observations on any form of acknowledgement used by the Seller, and the performance by the Seller of the work called for by this order will constitute acceptance in full of the conditions attached to this order or any amendments thereto.
13. The construction, validity and performance of this contract shall be in accordance with the Law of England and any disputes arising between the parties shall be litigated in English Civil Courts to the jurisdiction of which the parties submit.