

Thames Reinforcements Ltd

Terms of Trading

CONDITIONS OF PURCHASE

Interpretation

1.1 In these Conditions:

“The Purchaser” is Thames Reinforcements Limited

“Conditions” means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

“Contract” means the contract for the sale and purchase of the Goods.

“Delivery Address” means the address stated on the Order.

“Goods” means the goods of the type and quantity described in the Order and the quality required by these Conditions.

“Order” means the Purchaser’s purchase order to which these Conditions are annexed.

“Price” means the price of the Goods.

“Supplier” means the person so described in the Order.

“Specification” includes any plans, drawings, data, standards or other information relating to the Goods.

Basis of Purchase

2.1 The Order constitutes an offer by the Purchaser to purchase the Goods subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Purchaser or subject to which the Order is accepted or purported to be accepted by the Supplier.

2.3 No variation to the Order or these Conditions shall be binding unless agreed between the authorised representatives of the Purchaser and the Supplier.

Specifications

3.1 The Goods shall be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

3.2 the Supplier warrants and undertakes to the Purchaser that:

3.2.1 the Supplier shall exercise the reasonable skill and care to be expected of a, professional and properly qualified and competent supplier experienced in manufacturing and supplying goods of a similar scope, nature, complexity, value and size to the Goods specified;

3.2.2 the Goods will fully comply with the requirements of the Contract;

3.2.3 The warranties and undertakings given by the Supplier in this Contract shall be in addition to and without prejudice to any other warranties implied by common law or statute. The Supplier acknowledges that the Purchaser is entirely reliant upon the Supplier in relation to the Supplier’s provision of the Goods.

3.3 The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test all or any part of the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch and the Supplier shall provide the Purchaser with all facilities reasonably required for inspection and testing.

3.4 Notwithstanding any inspection or test of the Goods, the Supplier shall remain wholly responsible for supplying the Goods in compliance with the Order and these Conditions.

Price of the Goods

4.1 The Price for the Goods shall be as stated in the Order, and unless otherwise so stated:

4.1.1 The Price or prices quoted for the Goods are fixed, and subject to:

4.1.1.1 any reasonable variation in the supply of the goods instructed by the Purchaser. For the avoidance of doubt, any variation which is not instructed in accordance with this clause 4.1.1 shall not be a valid instruction and the Supplier shall not be entitled to any variation in the price for the goods.

4.1.1.2 any variation in the supply of the goods instructed by the Purchaser shall not vitiate the terms of the contract.

4.1.2 Is exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice); and

4.1.3 Is inclusive of any variation in the cost of materials, labour, production costs, transport, duties, taxes other than Value Added Tax, tariffs, exchange rates or any other costs of whatsoever nature between the date of the Contract and the date of delivery or collection (as the case may be) of the Goods

4.1.4 Is inclusive of packaging, freight, insurance, delivery charges and all applicable taxes, duties, tariffs and charges of any nature whatsoever imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the Goods, or payments for them

4.2 Weigh tickets, the cost of obtaining which shall be borne by the Supplier, shall be provided upon delivery of the Goods or any part thereof for which the Price is calculated by reference to weight. Where the Price is calculated by reference to volume, delivery shall be made in vehicles properly calibrated in accordance with the Weights and Measures Act 1985.

Terms of Payment

5.1 The Supplier shall be entitled to issue an invoice to the Purchaser on or at any time after delivery of the Goods or any part thereof and each invoice shall quote the number of the Order.

5.2 Unless otherwise agreed the Supplier will submit an invoice on the last day of each month in which the Purchaser takes delivery of Goods and monthly thereafter.

5.3 Unless otherwise agreed payment shall be due on 60 days from the end of the month. The final date for payment shall be the first working day following the due date for payment.

5.4 Unless otherwise stated in the Order and subject to Condition 5.5, the Purchaser shall pay the Price of the Goods or the appropriate proportion thereof together with any applicable Value Added Tax in respect of which an invoice has been issued in accordance with Condition 5.2

5.5 Subject to the Purchaser having given written notice not later than three days before the final date for payment specifying the grounds for withholding and the amount reasonable estimated to be attributable to each ground the Purchaser shall be entitled at any time to set off against any sum otherwise due to the Supplier the bona fide estimate of any claim which the Purchaser may have against the Supplier whether for damages or otherwise (including liquidated damages) arising under out of or in connection with this or any other contract between the Purchaser and the Supplier.

5.6 Failure by the Purchaser to set-off from the amount which would otherwise be payable to the Supplier by the Purchaser any amount which the Purchaser is entitled to set-off under this clause 5 will not prejudice the Purchaser's right to subsequently exercise its right of set-off under this clause 5.

5.7 VAT will be charged on the prices included in this Contract in accordance with the current rules and at the rate prevailing.

5.8 Without prejudice to clause 5.5 of these Conditions, if the Purchaser does not make payment for whatever reason by the final date for payment, the Supplier shall have the right to suspend further deliveries of the Goods upon giving the Purchaser 14 days' notice of its intention to suspend the provision of the Goods. Should the Purchaser fail to pay the outstanding sums within such 14 day period, the Supplier may then immediately suspend the provision of the Goods. Upon full payment of the outstanding sums by the Purchaser, the Supplier shall immediately resume the provision of Goods.

Delivery

6.1 The Goods shall be delivered to the Delivery Address on the date or dates or within the period or periods stated in the Order, in either case during the Purchaser's usual business hours i.e. 8.00 am to 5.00 pm Monday to Friday, excluding Bank Holidays and any other days notified in writing by the Purchaser to the Supplier. The Goods shall be delivered in such quantities, and at such places at the Delivery Address as may be required by the Purchaser's authorised representative.

6.2 The time of delivery of the Goods is of the essence of the Contract.

6.3 Any delivery dates or terms set out under the Contract are binding on the Supplier under the Contract unless the Purchaser has issued written confirmation of any revisions to such dates to the Supplier. The Purchaser shall not be liable for any costs incurred by the Supplier as a consequence of revisions to delivery dates where reasonable notice has been given revising such dates or terms.

6.5 A delivery note quoting the number of the Order must accompany each delivery or consignment of the goods.

6.5 The Purchaser shall be entitled to reject the Goods or any part thereof which are not in accordance with the Contract and shall not have or be deemed to have accepted the Goods or any part thereof until after the Purchaser has had a reasonable time to inspect them following delivery or within a reasonable time after any latent defect in the Goods has become apparent, whichever is the later.

6.7 The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not the Goods are accepted by the Purchaser.

Risk and Property

7.1 Risk of damage to or loss of the Goods or any part thereof shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract.

7.2 The legal and beneficial title in the Goods or any part thereof shall pass to the Purchaser upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the Purchaser once payment has been made and the Goods have been appropriated to the Contract.

7.3 The purchaser shall keep any Goods from the date on which risk in such goods passes from the Supplier to the Purchaser in accordance with the provisions of condition 7.1, insured at the Purchaser's own expense on the Supplier's behalf for their full replacement value against all risks

7.4 The Supplier shall not be entitled to recover from the Purchaser payment for goods where legal and beneficial title to the same has not passed from the Supplier.

Liability

8.1 The Supplier shall indemnify the Purchaser in full against any and all claims, losses, damages, costs and expenses ((including consequential loss, economic loss and loss of profit, revenue and goodwill), damages, demands, expenses (including without limitation legal), proceedings, charges and other liabilities arising, whether directly or indirectly from:

8.1.1 any defect in the Goods

8.1.2 any breach by the Supplier of the Contract;

8.1.3 Goods containing material defects arising from faulty materials and workmanship

8.1.4 any claim that the Goods infringe, or their importation, use, or resale, infringes the patent copyright, design right, trademark or other intellectual property rights of any other

person, except to the extent that the claim arises from compliance with any specification supplied by the Purchaser;

8.1.5 any liability under the Consumer Protection Act 1987 in respect of the Goods;

8.1.6 Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying or delivering the Goods.

Termination

9.1 The Purchaser shall be entitled to cancel the Contract in respect of all or any part of the Goods by giving notice to the Supplier:

9.1.1 at any time prior to delivery

9.1.2 if the Supplier commits any material breach of the Contract or any other contract with the Company and fails to remedy such breach (if capable of remedy) within seven days of receiving notice from the Purchaser specifying the breach and the remedy required

9.1.3 on the occurrence of an insolvency event in respect of the Supplier as defined under the Insolvency Act 1986

9.1 In event of termination of all or any part of the contract the Purchaser's sole liability (excluding any costs and expenses, loss of profits and any other loss, damage, costs, charges and other expenses) in connection with such cancellation shall be to pay to the Supplier the proportion of the Price together with any applicable Value Added Tax referable to the part of the Goods supplied in accordance with the contract prior to termination.

Notices

10.1 Notice under these Conditions shall be properly given if in writing and sent by registered post or any effective means to the intended recipient.

Assignment

11.1 Neither party will assign or transfer this Contract or any of its rights or obligations herein, whether in whole or in part to any other party without the prior written consent of the other.

Third Party Rights

12.1 Nothing in this Contract is intended to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

Governing Law

13.1 Where the Goods are supplied to a Delivery Address in England or Wales, the Contract shall be governed by the laws of England and the Supplier agrees to submit to the non-exclusive jurisdiction of the English courts.

13.2 Where the Goods are supplied to a Delivery Address in Scotland, the Contract shall be governed by the laws of Scotland and the Supplier agrees to submit to the non-exclusive jurisdiction of the Scottish courts.

13.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent authority and jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. The Purchaser and the Supplier agree, in the circumstances referred to in this condition 13.3, to attempt to substitute for any illegal, invalid, void, voidable, unenforceable or unreasonable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved if by the severed provision.