

AMTEC LIMITED
(HEREINAFTER CALLED 'THE COMPANY')

CONDITIONS OF ORDER

- 1) These conditions shall apply to the supply of goods and or services of any kind to the Company.
- 2) In so far as these conditions conflict with the Supplier's quotation, tender or otherwise these conditions shall prevail unless otherwise expressly agreed in writing. If any modification of a particular provision is agreed the remaining provisions are nevertheless to apply insofar as they are not specifically excluded or varied.
- 3) Supply of any goods and or services to the Company will constitute an unconditional acceptance by the Supplier of these terms and conditions in full.
- 4) (a) Each and every oral or written representation by the Supplier (whether made before or after the formation of the contract) concerning goods and/or services to be supplied shall be deemed to be a term of the contract.
(b) (i) In the event of a breach of any term of the contract by the Supplier the Company shall be entitled to rescind the contract or claim damages or both at the Company's discretion, without prejudice to any other legal remedy which may be available to it.
(ii) All the terms of the contract shall be deemed to be and shall be treated as conditions.
(c) The conditions and warranties implied by the Sale and Supply of Goods Act 1994 shall apply to all goods supplied under this contract except where they are inconsistent with other terms herein, when the latter shall prevail.
- 5) (a) The Supplier is deemed to have notice of the purpose for which goods are required and warrants that they are fit for such purpose and of satisfactory quality as defined by the Sale & Supply of Goods Act 1994.
(b) The Supplier is deemed to have notice of the conditions of the main contract into which the goods or services are to be incorporated and warrants that the goods are fit for and comply with the main contract conditions and any deed of warranty and any similar document accepted by the Company.
(c) No change in the specification of goods and /or services to be supplied whatsoever may be made unless accepted in writing by the Company.
(d) Examination of the goods shall not deprive the Company of the right to rescind in the event of any defect or deficiency.
- 6) (a) The price shall be as stated in the Company's order and thereafter shall not be subject to any increase and/or variation unless agreed by the Company in writing. A statement of account must be rendered before payment is due. Delivery of any goods whatsoever and/or supply of any services whatsoever shall not depend upon payment being made. Interest may not be charged in respect of delays by the Company in making payment.
(b) The Company reserves the right to deduct from any amount due or becoming due to the Supplier any sum (of whatever nature and whether relating to a liquidated and/or unliquidated claim) due from the Supplier to the Company. This includes monies due to the Company from any other body with which the Supplier has or may have had a financial relationship.
- 7) The property in goods shall pass to the Company:-
(a) Where the Supplier delivers goods (or causes them to be delivered) at the moment when the unloading of goods at the delivery address (which shall be free of charge to the Company) is completed into the custody of a Company representative;
(b) Where the Company collects goods (whether from the premises of the Supplier or a third party) at the moment when the loading of goods onto the Company's vehicle (which shall be free of charge to the Company) is completed

And until such time the Company shall not be at any risk of any nature in respect of goods.
- 8) Goods must be supplied properly packed and secured in such a manner as to reach their destination in good condition and at no further cost to the Company to that detailed in the order.
- 9) The Supplier shall ensure that goods are delivered (or where the Company is to collect them ready for collection) on the stipulated date and at the stipulated place and it is agreed that in this respect time shall be of the essence. Delivery to a carrier shall not constitute delivery to the Company.
- 10) The Supplier shall not assign the benefit of any contract to any person or enter into any form of sub-contract with any person without the consent of the Company first obtained in writing. If any such assignment is made however a payment to the Supplier or any assignee or sub-contractor by the Company will nonetheless operate as and constitute a valid discharge to the Company.
- 11) (a) The Supplier shall be deemed to have full knowledge of the Supplier's duties in accordance with the provisions of the Health & Safety Legislation all of which are deemed to be incorporated into all contracts, when applicable and shall ensure that it complies with all such relevant legislation.
(b) The Supplier will indemnify the Company against any liability which the Company may incur or any loss the Company may suffer of any kind or nature whatsoever as a result of any defect in goods and/or services, breach by the Supplier of these conditions or the infringement of any patent, design, copyright or licence or other industrial property rights relating to goods or as a result of any failure by the Supplier or any Supplier to him to comply with any of the provisions of the appropriate Health & Safety Legislation.
- 12) If the Contract comprises or includes services such as installation works, building works and/or other works, professional or labour only services, then;
(a) The Supplier's relationship with the Company shall be that of an independent contractor and the conditions and warranties implied by the Supply of Goods and Services Act 1982 shall also apply as well as, where appropriate, the provisions of the Sale and Supply of Goods Act 1994.
(b) The Supplier may, with the prior written approval of the Company sub-let part of the Supplier's services, or if those services are for labour only provide substitute labour. The Supplier shall remain responsible to the Company for the work and due performance of its subcontractors and/or substitute labour. Sub-contractors and/or substitute labour shall comply in all respects with the contractual obligations and statutory provisions applicable to their status as sub-contractors and/or Suppliers of labour only services.
- 13) These conditions shall apply to contracts for hire so far as they are relevant to such contracts and the word 'Supplier' shall be construed as including the Supplier of goods for hire to the Company. In addition the Company's sole responsibility relating to goods hired will be to return them to the Supplier in the same condition in which they were hired (fair wear and tear excepted) and the Company shall not be liable for any other claim whatsoever.
- 14) Payments to sub-contractors shall be subject to the provisions of Chapter iv, sections 559-567 Income and Corporation Taxes Act, (ICTA) 1988 and the Income Tax (Sub-Contractors in the Construction Industry amendment) regulations 2001 no.1531. or as amended by an act of parliament. Where a change in legislation changes the position the Company will operate the new legislation from the effective date, without notice to the Supplier.
- 15) Except where agreed in writing by the Company, all goods and/or services detailed in the Company's order must be supplied together at the time and date specified. The Supplier will compensate the Company for any and all losses in the event of the Supplier failing to complete the order in full at the time, date, place and price specified.

- 16) The Supplier shall within 28 days of the supply of goods or services forward one invoice to cover the goods and services provided at the price ordered. Proof of delivery must be provided with the Supplier's invoice. The Company order number must be noted on the Supplier's invoice prior to submission. Payment will be made, normally by BACS transfer, on the 30th day of the month following the date of invoice. This clause is to be regarded as a fundamental term of any contract to enable the Company to pass on any costs or sub-contract costs to a main contractor.
- 17) The Supplier must notify the Company immediately in the event of any queries or ambiguities in the order.
- 18) In the event of any goods or services supplied by the Supplier being faulty, defective in material or workmanship, the Company agrees to advise the Supplier as soon as reasonably possible and allow the Supplier access to investigate. Due to the nature of the Company's works the Supplier acknowledges that supplied goods and services may be incorporated into the Company's projects and in such case the goods or services may not be used or tested for some period of time. Notwithstanding the above the Company undertakes to use its best endeavours to advise the Supplier of any failings as soon as is reasonably possible.
- 19) Where the supplied goods or services have been incorporated into the Company's projects and are subsequently found to be defective the Supplier undertakes to pay the Company the reasonable costs incurred in removing and replacing the defective item, including but not limited to, all labour costs.
- 20) Where supplied goods are required to be returned to the Supplier, the Company undertakes to arrange, at its own expense, the return for credit of such goods, within 60 days of practical completion of the project and in such case the Supplier will not raise any charge or make any deduction from the full amount paid in applying the credit to the Company's account.
- 21) All disputes arising in connection with the contract shall be referred to the arbitration in England of a person to be mutually agreed upon or failing agreement of some person appointed by the President of the Institute of Chartered Surveyors. Such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.
- 19) The construction validity and performance of all contracts entered into by the Company shall be read and construed and operate in accordance with English Law. It is hereby agreed that in any dispute the English Courts shall have exclusive jurisdiction.

Amtec Limited – November 2008