

**ANALYTICAL TECHNOLOGY & CONTROL LIMITED.  
STANDARD CONDITIONS OF PURCHASE.**

**ISSUE 3, 11<sup>th</sup> DECEMBER, 2002.**

**ACCEPTANCE**

1. This order shall not be binding upon us until and unless accepted by you by issue of an acknowledgement within five days of receipt by you of the order.

**PROCEDURE**

2. We shall not be liable for any order or amendments thereto other than those issued or confirmed on our official printed order or amendment forms, signed by a person authorised on our behalf.

**CANCELLATION/POSTPONEMENT**

3. We reserve the right at our option to cancel this order or any part of it and/or we shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly by reason of:

- a) The failure by you to deliver or delay by you in delivering the materials or goods or failure to complete the work by the date specified in our order.
- b) The circumstances set out in Condition 5, below.
- c) The failure by you to comply strictly with the description, specification and drawings relating to the materials or goods to be supplied or work to be carried out and/or the failure to comply with British Standard Specification and Conditions where applicable.
- d) The materials or goods to be supplied by you or the work to be carried out by you being below the specified standard or failing to pass such inspection or test as may be required by us or by our customer or his agent or by any Government department concerned.

4. In the event of any strike, lockout, fire, explosion or accident or of any stoppage of our business or work beyond our control which may prevent or hinder the use of the goods or work which are the subject matter of this order, the delivery of such goods or the completion of such work and the payment therefore may be suspended or postponed at our option until the circumstances preventing or hindering the use of such goods or work have ceased.

5. You shall forthwith notify us of any likely delay in delivery despatch or completion and, without prejudice to any other right on our part, we shall be entitled to cancel this order under the terms of condition 3, hereof if such expected delay is likely to seriously jeopardise the purchase of the order.

**SUBCONTRACTING OR ASSIGNMENT.**

6. No part of this order is to be sub-contracted or assigned by you without our previous consent in writing. Where such consent is given it is conditional upon your sub-contractor or assignee accepting the conditions agreed between us.

**INSPECTION**

7. Our inspector or representative and any inspector or representative of our customer or his agent or of any Government department concerned shall be entitled on our authority to inspect or test the goods or work which are the subject matter of this order at any reasonable time at your works or at the works of any of your sub-contractors or assignees. If specified by us you will give us adequate notice of your works tests which we shall be entitled to attend. You will provide us with such test certificates as we may require. Such inspection does not relieve you of any liability nor does it imply acceptance of the goods or work which are the subject matter of this order.

**DELIVERY/TRANSPORT/PACKING**

8. Unless otherwise agreed in writing, any time or period given for delivery, despatch, or completion shall be of the essence.

9. All goods supplied against this order must be adequately protected against damage and deterioration in transit and delivered, carriage paid, or as otherwise notified in writing to you and must bear the description and the quantity of the contents and our order number on the package thereof. The goods shall be at your risk until delivered to us at the point designated on this order unless we otherwise agree in writing on our official order form.

10. No liability will be accepted for packing materials or cases unless previously agreed to by us.

11. No concession on our part with respect to delay in delivery, despatch or completion shall be construed as a waiver of our rights and remedies, unless we specifically agree in writing.

**PASSING OF PROPERTY.**

12. Property in the goods ordered shall pass to us on delivery at the place specified in the order or as otherwise agreed, without prejudice of any right of rejection or other right which may accrue to us or may have accrued to us under these conditions or otherwise.

**PAYMENT.**

13. Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by us on account of your failure.

- a) to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated in this order and
- b) to send a monthly statement of account by the 10th of the month quoting the invoice numbers applicable to each item thereon, and
- c) to mark clearly our order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.

14. All payment made will be without prejudice to our rights should the goods, materials or services prove unsatisfactory or not in accordance with our order or instructions.

**PATENT/COPYRIGHTS.**

15. All tools, patterns, materials, drawings, specifications and other data provided by us in connection with this order will remain at all times our property and are to be surrendered to us on completion of the order and are to be used by you solely for the purpose of completing the same. In addition any patents, copyrights or registered designs arising from the execution of this order in accordance with our patterns, drawings, specifications or other data shall become our property.

16. This order and the subject matter thereof shall be treated as confidential between yourselves and us and shall not be disclosed by you or any subcontractor or assignee of yours to any third party or used by you or any such subcontractor or assignee for advertisement, display or publication without our prior consent in writing.

17. You agree neither to quote or supply parts made with our tools or materials or to our pattern's specifications designs or drawings to any third party without our prior consent in writing.

18. You will keep us indemnified (except in respect of designs provided by us) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringements of patents, registered designs, copyrights or trade marks in relation to this order and in relation to the use of articles or processes pursuant to this order.

**DEFECTIVE MATERIAL/WORKMANSHIP**

19. You will keep us indemnified in respect of all loss and or expense which results during or after proper use directly or indirectly from defective materials, goods, workmanship or design supplied by you and in addition you will repair, replace or reinstate at our option the defective item or items free of charge.

20. You will keep us indemnified against any damage to our property (including any materials, tools or patterns sent to you for any purpose) and against any claims for loss or injury to any person or to the property of any person by reason of your negligence or by any act or omission on the part of your employees, subcontractors, assignees or agents arising out of the execution of this order.

**GOVERNMENT CONTRACTS.**

21. Where it is indicated in this order that it is for or pursuant to UK Government (including The General Post Office) requirements it will also be subject to the latest issue of applicable standard conditions and specifications unless otherwise stated in the case of any conflict between these Conditions and any UK Government conditions that may be applicable, the latter shall prevail.

**LAW AND APPLICATION.**

22. These conditions shall have precedence over any printed conditions appearing on any acceptance form, delivery form or other documents or letter emanating from the supplier, and such conditions shall have no effect whatsoever except insofar as they confirm the terms of this order.

23. This order shall be construed in all effects in accordance with English Law. Nothing in these Conditions shall prejudice any conditions or warranty (expressed or implied) or right or remedy to which we are entitled in relation to the material or goods ordered by virtue of statute or common law.