

Jones Nuttall Ltd Conditions of Purchase

1. **DEFINITIONS:** *In these Conditions the following expressions shall have the following meanings:*
 - 1.1. *“Order” means the Purchasers Purchase Order to which these Terms are annexed. “Conditions” shall mean these Conditions of Purchase.*
 - 1.2. *“Buyer/Purchaser” shall mean Jones Nuttall Ltd acting through its place of business at 9, Lilford Street, Bewsey Industrial Estate, Warrington, Cheshire, WA5 0LS*
 - 1.3. *“Supplier” shall mean the person firm or company on which this order is placed.*
 - 1.4. *“Goods” shall mean the equipment or articles supplied (including any instalments of the goods or any part of them) described in the Order.*
 - 1.5. *“Service” shall mean the services (if any) described in the Order.*
 - 1.6. *“Specification” includes any plans, drawings, data or other information relating to the Goods or Services*
2. **ACCEPTANCE:** *The Order shall be deemed to be accepted on the earlier of the Supplier issuing a written acceptance of the order or the Supplier performing any act consistent with fulfilling the Order.*
3. **CONDITIONS OF CONTRACT:** *Unless specifically agreed in writing by the Buyer the Acceptance of this Order involves the acceptance of these Conditions to the exclusion of any conditions of contract proposed or tendered by the Supplier.*
4. **PERFORMANCE:** *The Supplier shall deliver the Goods during normal working hours, carriage paid, to the delivery point stated in the Order and provide the Services stated in this Order strictly in accordance with the specifications and other requirements of the Order and any applicable British Standards or Codes of Practice and by the date(s) and on the conditions stated herein. No variation to any term of condition of this Order shall be valid unless confirmed by the buyer in writing.*
5. **PRICE:**
 - 5.1. *The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier’s published price list in force as at the date the contract came into existence. The price includes all work necessary to carry out the Order. Charges other than the total sum plus VAT must not be imposed without written consent of the Buyer.*

- 5.2. *If this Order covers Goods or services being purchased on a repeat Order basis the Order must not be carried out at prices higher than those last charged or quoted by the Supplier before the date of this Order without the advice from the Supplier and confirmation in writing from the Buyer.*
6. **THE GOODS:**
- 6.1. *The Supplier shall ensure that the Goods shall:*
- (a) *Correspond with their description and any applicable Specification;*
 - (b) *Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;*
 - (c) *Where applicable, be free from defects in design, material and workmanship and remain so for 12 months after Delivery; and*
 - (d) *Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;*
- 6.2. *The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.*
- 6.3. *The Buyer shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 6.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.*
- 6.4. *Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.*
7. **BUYER PROPERTY:** *The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Buyer to the Supplier and all rights in the Buyer material are and shall remain the exclusive property of the Buyer. The Supplier shall keep the materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.*
8. **DELIVERY**
- 8.1. *The supplier shall ensure that:*

- (a) *The Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;*
- (b) *Each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number(if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and*
- (c) *If the Supplier requires the Buyer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.*

8.2. The Supplier shall deliver the Goods:

- (a) *On the date specified in the Order, or if no such date is specified, within 28 days of the date of the Order;*
- (b) *To the Buyer's premises at Jones Nuttall Ltd, Lilford Street, Bewsey Industrial Estate, Warrington, Cheshire, WA5 0LS or, such other location as is set out in the Order, or as instructed by the Buyer prior to delivery (Delivery Location); and*
- (c) *During the Buyer's normal business hours, or as instructed by the Buyer.*

8.3. Delivery of and the passing of risk of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

8.4. If the Supplier:

- (a) *Delivers less than (95%) of the quantity of Goods ordered, the Buyer may reject the Goods; or*
- (b) *Delivers more than (105%) of the quantity of Goods ordered, the Buyer may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.*

8.5. The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 10.

9. DELAY IN DELIVERY: The Supplier shall inform the Buyer forthwith in writing in the event that delivery of any Goods or completion of any services will be delayed for any reason, stating the reasons for and probable extent of such delay, and will give detailed information whenever available. The Buyer may, at this option agree to extend the delivery periods stated in the Order where the reason for such delay is not within the control of or foreseeable by the Supplier.

10. REMEDIES:

- 10.1. *If the Goods are not delivered on the date they are due as referred to in clause 8.2 (a) or do not comply with the undertakings set out in clause 6.1 then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:*
- (a) *To terminate the Contract;*
 - (b) *To reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense;*
 - (c) *To require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);*
 - (d) *To refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;*
 - (e) *To recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods from a third party; and*
 - (f) *To claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.*
- 10.2. *If the Goods are not delivered on the due date by the Buyer may at its option claim or deduct 10% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% of the total price of the Goods. If the Buyer exercises its rights under this clause 10.2 it shall not be entitled to any of the remedies set out in clause 10.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Good's condition).*
- 10.3. *These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.*
- 10.4. *The Supplier shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:*
- (a) *Any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;*
 - (b) *Any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and*
 - (c) *Any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the*

extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This clause 10.4 shall survive termination of the Contract.

The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

11. *DOCUMENTATION REQUIREMENTS: All correspondence, test certificates, advice notes, invoices and other documentation must be sent to the appropriate address stated on the face of this Order and be clearly marked with the indent number and Order reference number stated on the face of this Order. Delivery dockets and packages and consignments of Goods must be clearly marked with the Order reference number stated on the face of this Order and the name of the Supplier. Unless otherwise agreed invoices for Goods and Services supplied pursuant to this Order may only be submitted by the Supplier after such deliveries or Services have been completed.*
12. *SITE WORK: Where the Order requires the Supplier his employees sub-contractors or agents to carry out any work within the Buyer's premises or on any site of the Buyer the Supplier shall ensure that throughout the period(s) that such persons are on the premises or site all relevant statutory rules and regulations will be observed in carrying out such work in addition to all rules and regulations laid down by the Buyer (of which a copy will be available on request).*

It shall be the responsibility of the Supplier to inspect and examine the premises or Site and its surroundings to ensure suitability for carrying out the work. The supplier shall provide evidence to the Buyer of all applicable insurances as requested by the Buyer.

13. *ADVANCE PAYMENTS: If under the Order any part of the price is payable before delivery all material allocated to the Order shall vest in the Buyer when it is so allocated. The Supplier shall mark the material as the property of the Buyer but it shall be at the Supplier's risk until delivery.*
14. *ENTIRE AGREEMENT: These conditions and other terms of this Order constitute the entire Agreement between the parties and all previous discussions correspondence and communications between the parties whether oral or written are hereby cancelled and withdrawn.*

In the event that any special conditions of contract are referred to on the face of the Order such special conditions shall prevail.

15. *ASSIGNMENT: This Order is personal to the parties and no rights or obligations whatsoever arising under it may be assigned by the Supplier to another party without the prior written consent of the Buyer.*
16. *INTELLECUTAL PROPERTY: The Supplier will indemnify the Buyer against all claims actions or losses arising from or due to infringement of any rights of a third party under any Letters Patent, Trademark, Registered Design, or Copyright.*

Issue 2 Nov 2017

Jones Nuttall
PRECISION ENGINEERING

ISO 9000 and Link Up Approvals
Company Reg. No. 1248712 (London)
Vat No. GB305 374 183



17. **TERMINATION:** *In the event of the Supplier failing to comply with any provision of this Order or becoming bankrupt or insolvent or having a receiving Order made against or compounding with its creditors or being a corporation commencing to be wound up other than for the purpose of reconstruction or amalgamation or carrying on its business under a receiver the Buyer may terminate this Order forthwith by written notice without prejudice to any other rights of the Buyer.*

The Buyer shall have the right to cancel this Order at any time before actual production of the Goods has commenced in the event of such cancellation the Buyer's liability shall be limited to the actual costs incurred by the Supplier under the Order up to the date of such cancellation.

18. **WAIVER:** *A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.*
19. **FORCE MAJEURE:** *Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 20 Business DAYS, THE Customer may terminate this Contract immediately by giving written notice to the Supplier.*
20. **RIGHTS:** *The rights and obligations of the parties stated in these Conditions are in addition and without prejudice to their rights and Obligations at law.*
21. **THIRD PARTY RIGHTS:** *A person who is not a party to the Order shall not have any right under or in connection with it.*
22. **LAW:** *This Order, and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the law of England, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.*
23. **SEVERANCE:**
- (a) *If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.*

- (b) *If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.*