

## Terms and Conditions of Purchase

### 1. DEFINITIONS

In these Terms & Conditions: (a) "the Order" shall mean an official numbered purchase order from Scott Health & Safety Ltd for the supply of goods and services ("the Goods") which is subject to these Terms and Conditions; (b) "the Buyer" shall mean Scott Health & Safety Ltd and "the Seller" shall mean the party to whom the Order is addressed; and (c) "the Contract" shall mean the contract created by submission of the Order and the acceptance thereof and of these Terms and Conditions by the Seller.

### 2. SCOPE

- 2.1 These Terms and Conditions shall govern all contracts for the purchase of the Goods by the Buyer. Unless otherwise agreed in writing by the Buyer, these Terms and Conditions shall override any terms and conditions stipulated, incorporated or referred to by the Seller in his acceptance or negotiations.
- 2.2 No additional term nor any cancellation variation or waiver of any term or condition of the Order shall be binding unless confirmed in writing by the Buyer.

### 3. ACCEPTANCE

- 3.1 The Contract shall become binding upon the Buyer only when the Seller's written acceptance of the terms of Order is received by the Buyer.
- 3.2 Where the Order or part thereof is placed on a basis of a price to be agreed then the Seller shall send written quotations to the Buyer and no contract relative to the Order shall become binding upon the Buyer until an acceptance by the Buyer shall have been sent to the Seller.
- 3.3 Any price stated on the Order or agreed in accordance with clause 3.2 hereof shall be a fixed price.

### 4. THE SELLER'S PERFORMANCE

- 4.1 It is a condition of the Contract that the Goods shall (unless otherwise agreed in writing); (a) be of good and sound design and workmanship; (b) be of merchantable quality and fit for the purpose for which they are supplied under the Order; (c) conform as to quantity and description with the particulars stated in the Order; (d) correspond with samples or patterns, if any, referred to in an Order; (e) comply with the specifications detailed in the Order and the appropriate United Kingdom, EC or international standards or equivalent to the Order; (f) comply with all statutory requirements and regulations applicable to the Order; and (g) be free from any defect in title.
- 4.2 The Buyer is at all times relying on the skill and knowledge of the Seller. The provisions of sub-clause 4.1 hereof shall apply notwithstanding that the buyer may have included in the Order certain specifications as to, for example, the materials from which or the manner in which the Goods are to be manufactured.

### 5. DELIVERY

- 5.1 The Goods shall be consigned to the Buyer by a direct route in the manner specified in the Order or as subsequently agreed between the Buyer and the Seller with all freight and other charges prepaid to the destination.
- 5.2 An Advice Note stating the Buyer's Order number and other relevant details shall be sent to the Buyer by First Class mail on the day when the Goods are dispatched by the Seller. Delivery shall have been made on receipt of the Goods by the Buyer in accordance with the Contract. Delivery of the Goods to a carrier (whether named by the Buyer or not) for the purpose of transmission to the Buyer is not deemed to be and shall not constitute a delivery of the Goods to the Buyer.
- 5.4 Where a time for delivery is specified on the Order failure to deliver all the Goods within the time specified shall entitle the Buyer to cancel the whole or any part of the Order.
- 5.5 Where no time for delivery is specified in the Order the Buyer may notify to the Seller a reasonable time for delivery and such notification shall take effect as if specified in the Order.
- 5.6 The Buyer shall be entitled at any time up to 7 days prior to any specified time for delivery to give written notice to the Seller delaying such time for delivery to such date as shall then be specified by the Buyer.
- 5.7 For the purpose of clause 5 hereof time shall be of the essence of the contract.

### 6. PACKAGING

- 6.1 The goods shall be packaged and carried so as to reach the place of delivery undamaged and in good condition.
- 6.2 An advice note giving details of the Order number, description, code number (if any), the quantity of the items consigned and full and clear details of any special instructions regarding storage, handling or use of the Goods.
- 6.3 Returnable packaging should be clearly marked and a memorandum thereof rendered with the advice note. Unless stated otherwise returnable packing will be sent to the address specified in the advice note. While reasonable care is taken by the Buyer to return packing, no charge for returnable packaging will be accepted.

### 7. INSPECTION AND TESTING

- 7.1 Before dispatching the Goods the Seller shall carefully inspect and test them for compliance with the specification. The Seller shall if requested by the Buyer, give the Buyer reasonable notice of such test and the Buyer shall be entitled to be represented thereat. The Seller shall also at the request of the Buyer, supply to the Buyer a copy of test sheets relating to the tests and certified by the Seller to be a true copy.
- 7.2 If it is expressly agreed with the Seller, the Buyer will be entitled to inspect and test the Goods during manufacture, processing or storage. If the Buyer exercises the right the Seller shall provide such facilities as may be reasonably required by the Buyer thereof.
- 7.3 If as a result of any inspection or tests under sub-clauses 7.1 and 7.2 hereof the representative of the Buyer is of the reasonable opinion that the Goods do not comply in all respects with the Order and any specification which forms part of the Order or are unlikely on completion of manufacture or processing so to comply the Buyer shall inform the Seller in writing and the Seller shall take such steps as may be necessary to ensure that the Goods comply with the Contract.
- 7.4 If requested by the Buyer the Seller shall supply to the Buyer free of charge and at the time of delivery of the Goods a Certificate of Conformity certifying that the Goods comply in all respects with the Order and any specification which forms part of the Order.

### 8. PAYMENT

- 8.1 The Seller shall send to the Buyer (a) within 7 days of dispatch of the Goods a detailed priced invoice clearly stating the Order number and details of relevant advice notes and terms of settlement and (b) within 7 days of commencement of the month following delivery a statement specifying invoices to be paid by the Buyer and any related credit notes.
- 8.2 Unless otherwise specified in the Order then payment will be made at the end of the month following the month in which the Seller's properly rendered invoice in respect of the Goods delivered in accordance with the Contract is received by the Buyer.

### 9. PROPERTY AND RISK

- 9.1 Subject to the provisions of sub-clause 9.2 of this clause the property in the Goods shall pass to the Buyer on delivery without prejudice to any right of rejection which may accrue to the Buyer under the Contract.
- 9.2 Unless otherwise agreed in writing, all specifications, information, drawings, designs, jigs, tools, patterns, dies, free issue material and other items supplied by or on behalf of the Buyer shall be and remain the property of the Buyer and the Seller shall be responsible for their safe custody and return. They shall not be disposed of to any third party nor used except for the purpose of carrying out the Order or any future order with the Buyer. If expressly requested in the Order such items (including any unused free issue material) shall be returned to the Buyer on completion of the Order.

### 10. REJECTION

- 10.1 Without prejudice to the Buyer's other rights under the Contract or at law, if any part of the Goods delivered by the Seller is not in accordance with the Contract, the Buyer may reject the Goods. As soon as practicable the Buyer shall give the Seller written notice of such rejection, specifying the reason thereof. The Buyer may, immediately thereafter, return the rejected Goods to the Seller at the Seller's own risk and expense. In such cases the Seller shall within a reasonable time replace the rejected Goods with goods which are in all respects in accordance with the Contract.
- 10.2 The Seller will replace free of charge or repair if expressly agreed with the Buyer those Goods damaged or lost in transit provided the Buyer shall give to the Seller written notification of such damage or loss within a reasonable time.
- 10.3 If the Seller fails to fulfil its obligations under this clause the Buyer may: (a) rescind the Contract or any part thereof without prejudice to its existing rights and remedies; and/or (b) recover as a debt due from the Seller all extra costs and expenses arising from or in connection with the rejection of the Goods. Alternatively such extra cost and expenses may be deducted by way of set-off from any amounts due from the Buyer to the Seller.

### 11. GUARANTEE

- 11.1 Without prejudice to the rights of the Buyer under the Contract or at law the Seller shall guarantee the Goods against faulty design, workmanship or materials arising or becoming apparent within a period of 12 months from the date when the Goods have been put into operational use following delivery.
- 11.2 The Buyer may require the Seller at the Seller's own risk and expense expeditiously to repair, modify or replace the defective Goods.
- 11.3 If the Seller fails to fulfil its obligations under this clause the Buyer may: (a) rescind the Contract or any part thereof without prejudice to its existing rights and remedies; and/or (b) recover as a debt due from the Seller all extra costs and expenses arising from or in connection with the Goods being found to be defective. Alternatively such extra costs may be deducted by way of set-off from any amounts due from the Buyer to the seller.
- 11.4 Where the Seller repairs, modifies or replaces the Goods in accordance with this clause, the terms and conditions of the Contract shall apply to the repaired, modified or replacement Goods.

### 12. INDEMNITY

- 12.1 The Seller shall be liable for, indemnify, defend and hold the Buyer harmless from and against all losses, costs, damages and expenses of every kind and nature, including legal expenses, arising out of any claim or cause of action in respect of:
- (a) (i) injury, sickness, disease or death of any person (including the Buyer's employees); or (ii) loss of or damage to any property, including the Buyer's property, arising out of or in connection with the Contract;
- (b) any infringement or alleged infringement of any letters patent, registered design copyright, trademark or any other like right resulting from the use or sale of the Goods by the Buyer, or by any person authorised by the Buyer or from the manufacture of the Goods, or from any of the Seller's other obligations under the Contract provided that this shall not apply in respect of any infringement or alleged infringement arising as a result of the correct use by the Seller of a design provided by the Buyer.

### 13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Seller shall not assign or otherwise transfer the whole or any part or any benefit in or interest under the Contract without the previous consent in writing of the Buyer which consent shall not be unreasonably withheld.
- 13.2 The Buyer may assign or otherwise transfer the benefit of the Contract in whole or in part to any party.
- 13.3 The Seller shall not without the consent in writing of the Buyer sub-let the Contract or any part of thereof other than for materials, minor details of for any part of the Goods where their makers are specifically named in the Order or any specification which forms part of the Order, except that this shall not prevent the Seller sub-letting part of the Contract to any company which is a member of the group to which seller belongs or a company with whom the Seller is associated. Any such consent shall not relieve the Seller of any of its obligations under the Contract.

### 14. CONFIDENTIALITY AND ADVERTISING

- 14.1 All information including without limitation, data, designs, drawings, samples, and specifications which may be produced or supplied by or on behalf of the Buyer either prior to or after the commencement of the Contract shall be treated as confidential by the Seller and any of its sub-contractors for a period of 10 years from the date of the Order and only used for the purpose of the Contract.
- 14.2 The Seller or any of its sub-contractors shall not, without the prior written consent of the Buyer, advertise or make known that they supply or have supplied goods to the Buyer.

### 15. TERMINATION

- 15.1 Without prejudice to either party's other rights and remedies under the Contract, or at law, if either party is in persistent or substantial breach of any of its obligations hereunder the other party after giving the party in breach not less than 10 days written notice to rectify such breach and if the breach is not rectified within such period rescind the Contract or any part thereof.
- 15.2 If the Seller becomes bankrupt, insolvent, makes or attempts to make any composition, scheme or arrangement with its creditors or any of them, or, being a corporation, passes a resolution for winding up, or an order is made by the Court that the Seller shall be wound up (other than voluntary winding up for the purpose of amalgamation or reconstruction), the Court shall make an administration order, a receiver or manager is appointed by the Court or the Seller's creditors or any part of them, the Seller shall become subject to any of the circumstances entitling the Court or a creditor to appoint a receiver or manager, or which entitle the Court to make a winding up or administration order, then the Buyer shall have the right either to:
- (a) rescind the Contract forthwith by written notice to the Seller, liquidator, receiver, administrator or other person to whom the Contract may become vested (without prejudice to the existing rights and obligations of the seller and the Buyer respectively); or
- (b) give the liquidator, receiver, administrator or other person the option of performing the Contract up to an amount to be agreed.
- 15.3 The Seller shall indemnify the Buyer against all losses, costs, damages, expenses including legal expenses suffered by the Buyer as a result of the Seller's default or insolvency, and against any direct or indirect loss suffered by the Buyer as a result thereof. The Buyer may deduct from any amount due from the Buyer to the Seller an amount equal to such losses, costs, damages, expenses including legal expenses, which the Buyer has or reasonably believes it will suffer by reason of such default, insolvency or termination.
- 15.4 In addition the Buyer may at its convenience rescind the Contract or any part thereof forthwith at any time by notice to the Seller. In this event the Buyer shall, subject to any provision of the Contract, pay the Seller for all work properly executed in accordance with the order up to the time of termination and such other compensation as may be agreed between the parties.

### 16. APPLICABLE LAW

- 16.1 The construction and performance of the Contract shall be governed by the laws of England.

### 17. NOTICES

- 17.1 A notice shall be validly given if delivered by hand or sent by telex, facsimile or recorded delivery post to the address of the relevant party stated on the Order or to any subsequently notified address.

### 18. HEADINGS

The headings of clauses or any parts of these Terms and Conditions are inserted for convenient reference only and are not to be construed as defining, limiting or extending the meaning of any of their provisions.