

## CONDITIONS OF PURCHASE

### 1. DEFINITIONS AND INTERPRETATION

- (a) "BUYER" shall mean Kingfisher Industrial, a trading name of Kingfisher Industrial Management Limited  
"SELLER" shall mean the persons or business entity supplying the goods and/or services described in the purchase order.  
"CONDITIONS" shall mean the standard terms and conditions of purchase as set out in this document and shall include any additional terms and conditions agreed in writing between Buyer and Seller.  
"CONTRACT" shall mean the contract for the sale and purchase of the goods and/or the supply and acquisition of services  
"DELIVERY ADDRESS" shall mean the address or addresses where the goods and/or services are to be delivered  
"GOODS" shall mean the materials, goods and/or services including any other deliverables as described in the purchase order.  
"PRICE" shall mean the fixed price of the goods and/or services stated on the purchase order  
"SERVICES" shall mean the services (if any) described within the purchase order  
"SPECIFICATIONS" shall include any plans, drawings data or other information relating to the Goods or Services  
"WRITING" shall include facsimile transmission, e-mail, letter or other comparable means of communication
- (b) The headings in these Terms and CONDITIONS are for convenience only and shall not affect their construction.
- (c) References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

### 1 PURCHASE ORDER

Purchase Order shall constitute an offer by the BUYER to purchase the GOODS and/or acquire the SERVICES subject to these CONDITIONS. These CONDITIONS shall apply to the Purchase Order to the exclusion of any other terms and conditions on which any quotation has been given to the BUYER or subject to which the Purchase Order is accepted or purported to be accepted by the SELLER. Purchase Order shall lapse unless unconditionally accepted by the SELLER within 7 working days from the date of issue of the Purchase Order. The Purchase Order shall be considered accepted by the BUYER unless otherwise advised in WRITING within the above stated notification period or alternatively on commencement of the work by the SELLER if earlier. No variation to the Purchase Order or these CONDITIONS shall be binding unless agreed in WRITING between the BUYER and SELLER

### 2 SPECIFICATIONS

The quantity quality and description of the GOODS and/or SERVICES shall be as specified in the Purchase Order and/or in any applicable SPECIFICATION supplied by the BUYER to the SELLER or agreed in WRITING by the BUYER and referenced in the Purchase Order  
Any SPECIFICATION supplied by the BUYER to the SELLER, or specifically produced by the SELLER for the BUYER, in connection with the CONTRACT, together with the copyright, design rights or any other intellectual property rights in the SPECIFICATION, shall be the exclusive property of the BUYER. The SELLER shall not disclose to any third party or use any such SPECIFICATION except to the extent that it is or becomes public knowledge through no fault of the SELLER, or as required for the purpose of the CONTRACT.  
The SELLER shall not unreasonably refuse any request by the BUYER to inspect and test the GOODS during manufacture, processing or storage at the premises of the SELLER or any third party prior to dispatch, and the SELLER shall provide the BUYER with all facilities reasonably required for testing  
If as a result of inspection or testing the BUYER is not satisfied that the GOODS will comply in all respects with the CONTRACT, and the BUYER so informs the SELLER within 7 days of inspection or testing, the SELLER shall take such steps as are necessary to ensure compliance  
The GOODS shall be marked in accordance with the BUYER'S instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so far as to reach their destination in an undamaged condition.  
All information howsoever provided to the SELLER shall remain confidential and the SELLER shall not disclose any such information unless such information came into the public domain through no default of the SELLER or by operation of law

### 3 PRICE OF GOODS AND SERVICES

PRICE of the GOODS and/or SERVICES shall be fixed as stated in the Purchase Order and unless otherwise agreed, the PRICE shall be: Exclusive of any applicable value added tax (which shall be payable by the BUYER subject to receipt of a VAT invoice)  
Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the GOODS to the DELIVERY ADDRESS and any duties, imports or levies other than value added tax.  
No variations in the purchase price/s stated on the Purchase Order may be made without the prior consent of the BUYER in WRITING

### 4 TERMS OF PAYMENT

SELLER shall be entitled to invoice the BUYER at any time after delivery of the GOODS or performance of the SERVICES as the case may be. Invoices must clearly reference the number of the Purchase Order.  
The BUYER shall pay the PRICE of the GOODS and/or SERVICES within 60 days from the end of the month in which the BUYER received a correctly rendered invoice and after the BUYER has confirmed acceptance of the GOODS and/or SERVICES in question.  
The BUYER shall be entitled to set off against the PRICE any sums owed to the BUYER by the SELLER

### 5 DELIVERY

GOODS shall be delivered to and/or the SERVICES shall be performed at the DELIVERY ADDRESS on the date stated within the Purchase Order.  
A delivery note quoting the Purchase Order number must accompany each delivery or consignment of the GOODS and must be displayed prominently.  
This CONTRACT will be treated as a single CONTRACT and not several.  
The BUYER shall be entitled to reject any GOODS delivered which are not in accordance with the CONTRACT and shall not be deemed to have accepted any GOODS until the BUYER has had a reasonable time to inspect them following delivery.  
The BUYER shall not be obliged to return to the SELLER any packaging or packing materials for the GOODS, whether or not any GOODS are accepted by the BUYER

### 6 RISK and PROPERTY

Risk of damage or loss of the GOODS shall pass to the BUYER upon delivery or in the case of GOODS and SERVICES when the SERVICES have been fully executed in accordance with the CONTRACT Property in the GOODS shall pass to the BUYER upon delivery unless payment for the GOODS is made prior to delivery, when it shall pass to the BUYER once payment has been made and the GOODS have been appropriated to the CONTRACT  
GOODS purchased outside of the UK will be delivered incoterms FOB (Free on Board)

### 7 WARRANTIES and LIABILITY

The SELLER warrants to the BUYER that the GOODS will 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 SELLER or made known to the SELLER in WRITING at the time the order is placed, that GOODS will be free from defects in design, material and workmanship and will correspond with any relevant SPECIFICATION or approved samples, will comply with all statutory requirements and regulations relating to the sale of the GOODS

The SELLER warrants to the BUYER that GOODS will be manufactured and/or SERVICES will be performed by appropriately qualified and trained personnel, with due care and diligence and to a standard of quality as it is reasonable for the BUYER to expect in all the circumstances and without prejudice to any other remedy, if any GOODS and/or SERVICES are not supplied or performed in accordance with the CONTRACT then the BUYER shall be entitled;

To require the SELLER to repair GOODS or to supply replacement GOODS and/or SERVICES in accordance with the CONTRACT within 7 days; or at the BUYER'S sole option, and whether or not the BUYER has previously required the SELLER to repair GOODS or to supply any replacement GOODS or SERVICES, to treat the CONTRACT as discharged by the SELLER'S breach of CONTRACT and require repayment of any part of the PRICE which has been paid

The SELLER shall indemnify the BUYER in full against all liability, loss, damages costs and expenses (including legal expenses) awarded against or incurred or paid by the BUYER as a result of or in connection with;

breach of any warranty given by the SELLER in relation to the GOODS or SERVICES;  
any claim that the GOODS infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark 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 BUYER

any liability under the Consumer Protection Act 1987 in respect of the GOODS  
any act or omission of the SELLER or its employees, agents or Sub Contractors in supplying, delivering and/or installing the GOODS; and any act or omission of any of the SELLER'S personnel in connection with the performance of the SERVICES

Neither the SELLER nor the BUYER shall be liable to the other or be deemed to be in breach of the CONTRACT by reason of any delay in performing or any failure to perform, any of its obligations in relation to the GOODS or SERVICES if the delay or failure is beyond that party's reasonable control

### 8 TERMINATION

The BUYER shall be entitled to cancel the Purchase Order in respect of all or part only of the GOODS and/or SERVICES by giving notice to the SELLER at any time prior to delivery or performance, in which event the sole liability of the BUYER shall be to pay the SELLER the PRICE for the GOODS or SERVICES in respect of which the BUYER has exercised its right of cancellation, less the SELLER'S net saving of cost arising from cancellation.

The BUYER shall be entitled to terminate the CONTRACT without liability to the BUYER by giving notice to the SELLER at any time if:  
the SELLER makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or; An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the SELLER; or the SELLER ceases, or threatens to cease, to carry on business or the BUYER reasonably apprehends that any of the events mentioned above are about to occur in relation to the SELLER

### 9 GENERAL

The CONTRACT shall be governed by English law and the English courts shall have non-exclusive jurisdiction to determine any dispute between the parties in connection with this CONTRACT.  
The BUYER may perform any of its obligations or exercise any of its rights hereunder, provided that any act or omission shall be deemed to be an act or omission in the opinion of the BUYER.  
The Purchase Order shall be considered personal between the BUYER and SELLER. The SELLER shall not assign or transfer to any other person any of its rights or sub-contract any of its obligations under the CONTRACT without prior approval from the BUYER in WRITING  
In the event of conflict between these CONDITIONS and other documents. The order of precedence will be 1.) Purchase Order 2.) Special Agreements in WRITING 3.) These CONDITIONS of Purchase  
Any notice required or permitted to be given by either party to the other under these CONDITIONS shall be in WRITING addressed to that other party at its registered office or principal place of business or such other address as may be notified pursuant to this provision to the party giving the notice  
No Waiver by the BUYER of any breach of the CONTRACT by the SELLER shall be considered as a waiver of any subsequent breach of the same or any other provision  
If any provision within these CONDITIONS is considered by a competent authority to be invalid or unenforceable in whole or in part, then the validity of the other provisions of these CONDITIONS and the remainder of the provision or provisions in question shall not be affected thereby.