CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

(a) "BUYER" shall mean Kingfisher Industrial, a trading name of Kingfisher Industrial Limited.

(b) "SELLER" shall mean the persons or business entity supplying the goods and/or services described in the purchase order.

(c) "GOODS" and/or "SERVICES" shall mean the goods and/or services to be supplied pursuant to any terms and conditions set out in this document. "GOODS" shall include any plans, drawings, data or other information relating to the Goods or Services.

(d) "CONTRACT" shall mean the contract for the sale and purchase of the goods and/or the supply and acquisition of services.

(e) "SPECIFICATION" shall mean the address or addresses where the goods and/or services are to be delivered.

(f) "PRICE" shall mean the fixed price of the goods and/or services stated on the purchase order.

(g) "RISK" and "PROPERTY" shall mean the goods and/or services if any described within the purchase order.

(h) "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 or earlier.

2. SPECIFICATIONS

(a) The quantity 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.

(b) Any SPECIFICATION supplied by the BUYER to the SELLER, or specifically produced by the SELLER for the BUYER, in conjunction 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.

(c) 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.

(d) The SELLER shall promptly notify the BUYER in writing of any non-compliance with the specification and the SELLER shall comply with all requirements and regulations relating to the sale of the GOODS.

3. PRICE OF GOODS AND SERVICES

(a) 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 value added tax which shall be payable by the BUYER subject to receipt of a VAT invoice.

(b) All invoices presented by the SELLER should clearly reference the number of the Purchase Order.

4. TERMS OF PAYMENT

The 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 SELLER shall pay the PRICE of the GOODS and/or SERVICES within 60 days from the end of the month in which the SELLER received a correctly rendered invoice and after the BUYER has confirmed acceptance of the GOODS and/or SERVICES in question.

5. DELIVERY

(a) GOODS shall be delivered to and/or the SERVICES shall be performed at the DELIVERY ADDRESS on the date stated within the Purchase Order.

(b) A delivery note quoting the Purchase Order number must accompany each delivery or consignment of the GOODS and must be displayed prominently.

(c) The GOODS shall be delivered free 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.

(d) Unless otherwise stated in this Purchase Order, the SELLER shall be responsible for all risks and costs of loss or damage (other than damage or loss in transit) to the GOODS after they have been delivered to the DELIVERY ADDRESS.

6. RISK AND PROPERTY

(a) 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 GOODS have been fully executed in accordance with the CONTRACT. RISK and 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 ascertained.

(b) GOODS purchased outside of the UK will be delivered Incoterms FOB (Free on Board).

(c) The SELLER shall take such steps as are necessary to ensure compliance with all statutory requirements and regulations relating to the sale of the GOODS.

7. WARRANTIES AND LIABILITY

(a) 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 that the ORDER is placed, that the GOODS shall be free from defects in design, material and workmanship and will correspond with the궀Specification or any other relevant document. The SELLER warrants to the BUYER that the 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 and/or SERVICES are not supplied or performed in accordance with the CONDITIONS then the SELLER shall be liable.

(b) To require the SELLER to repair any 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 SELLER has previously required the SELLER to repair any other GOODS and/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.

(c) 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 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 manufacture, processing or delivery of the GOODS, or any act or omission of the SELLER’s Sub-Contractors in connection with the manufacture or supply of the GOODS, or any act, omission or negligence or defaults of any of the SELLER’s employees in relation to the GOODS; or the SELLER causes, or threatens to cause, 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.

8. TERMINATION

The BUYER is entitled to cancel the Purchase Order in respect of all or part of the GOODS and/or SERVICES by giving notice to the SELLER at any time prior to delivery or performance, in which event sole the 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 net saving of costs arising from any such termination.

The SELLER is entitled to terminate the CONTRACT without liability to the BUYER by giving notice to the SELLER at any time if the SELLER, in the exercise of any voluntary arrangement with its creditors within the meaning of the Insolvency Act 1986, becomes an individual or firm becoming 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.

The SELLER shall be entitled to terminate the CONTRACT without liability to the BUYER if the BUYER is in breach of any term of this CONTRACT and requires repayment of any part of the PRICE which has been paid.

9. GENERAL

(a) 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.

(b) 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.

(c) The SELLER shall be considered an independent contractor, and the SELLER shall not assign or transfer to any other person any of its rights or sub-contract any of its obligations under the CONDITIONS without the prior approval of the BUYER.

(d) 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. General Conditions of Purchase Included in the CONDITION the SELLER shall be in WRITING addressed to the other party under these CONDITIONS shall be in WRITING addressed to the 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.

(e) 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.

(f) 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.