

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. SIGNIFICANCE OF TERMS

- 1.1 The Terms and Conditions for the Purchase of Goods and/or Services ("Terms and Conditions") shall apply to all contractual arrangements and dealings between SBR Design Consultants Limited ("the Company") and any other party with whom the Company contracts for the purchase of goods and/or services ("the Supplier").
- 1.2 The term "Order" means any written order for the purchase of goods and/or services issued by the Company on its standard Order form to the Supplier.
- 1.3 The term "Contract" shall mean the contract between the Company and the Supplier consisting of the Order, these Terms and Conditions and any other document, specification, design, plan, sample and pattern (or parts thereof) accompanying the Order or expressly incorporating these Terms and Conditions.
- 1.4 The term "Goods" shall mean all services, work, materials and goods of whatever nature to be provided by the Supplier to or for the benefit of the Company in accordance with the Contract. Such services may be referred to individually as the "Services".
- 1.5 The term "Delivery" means delivery to the Company's address (or such other delivery address as is stated) in the Contract and includes completion of successful installation and commissioning (where relevant and not otherwise stated) and in respect of Services and work means the performance thereof.
- 1.6 The term "Materials and Information" means any other services, work, materials, goods, specification, drawing, document, sample, pattern, plan, design, calculation, equipment, software, data, illustration, photography and any other information or materials whatsoever.

2. PREVALENCE OF THESE TERMS AND CONDITIONS

- 2.1 These Terms and Conditions will apply to this and all future dealings with the Supplier until superseded by any new terms and conditions either provided by the Company, or agreed between the Company and the Supplier and signed by a Director of the Company. Any variation of these Terms and Conditions for a particular Order agreed by a Director of the Company in writing shall apply only to that Order and not to all future dealings unless otherwise stated in the written variation.
- 2.2 These Terms and Conditions supersede any terms and conditions appearing in the Supplier's documentation (if any) and override and exclude any other terms and conditions stipulated or incorporated or referred to by the Supplier in any form of quotation, proposal, order, invoice or in any course of dealing previously established between the Supplier and the Company except as provided for in Clause 2.1 above.

3. ACCEPTANCE OF ORDER

- 3.1 The Company shall not be liable for orders for Goods unless such orders are issued on the Company's printed Order forms.
- 3.2 The Order shall not be binding on the Company unless acceptance by the Supplier is received by the Company within 10 working days of the date of the Order (or such other period as may be stipulated in the Contract).
- 3.3 Any acceptance or acknowledgement of the Order shall be expressly limited to the terms of the Contract, it being intended that the Company is limiting its contractual obligations to those embodied in the Contract. Notwithstanding any invitation, tender, acceptance, acknowledgement, advice of delivery, invoice letter or other document sent by the Supplier containing additional or different terms and/or conditions, commencement of performance shall be deemed acceptance of the Company's Order and the Company's Terms and Conditions subject to Clause 2.1 above.

4. QUALITY

- 4.1 The Goods supplied must comply in all respects with the Contract and any modifications thereof that may be agreed in writing. Notwithstanding the aforementioned Goods supplied will comply in all respects with the express terms of the Contract and the implied conditions, warranties and terms contained in the Sale of Goods Act 1979, the supply of Goods and Services Act 1992, any related Statutes, and any statutory re-enactments or modifications thereof. The Company shall not be liable for any additional cost due to deviation by the Supplier from the specification in the Contract.
- 4.2 All Goods will be of good construction, sound materiality, of adequate strength, be free of defects in design, materials and workmanship and if the purpose for which the Goods are required is made known to the Supplier (expressly or by implication) the Goods shall be fit for that purpose.
- 4.3 The Company is under no obligation to test or inspect before or after Delivery nor until such time as the goods are put into use or service.
- 4.4 The printing and finish will be of an acceptable quality to the Company and there will be no deviation or change in colour, texture and/or finishing specified without the prior agreement of the Company.

- 4.5 The Supplier shall, where appropriate, and not later than the date of Delivery of the Goods, supply operating and instruction manuals, environmental and technical data, lists of recommended spares and other supporting literature relating to the Goods, together with adequate information about the use for which the Goods have been designed and tested and about any limitations on use or conditions necessary to ensure that, when put to use, the Goods will be safe and without risk to health or property.
- 4.6 If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier which would adversely affect the lifespan of the Goods, the Supplier shall forthwith advise the Company in writing of all such necessary and appropriate information in relation thereto which shall form part of the description of the Goods.

5. DELIVERY QUANTITY

- 5.1 Time shall be of the essence and the Supplier will deliver the Goods in accordance with the instructions, if any, shown in the Contract with regard to the quantity required and the time, date and place of delivery. The Supplier shall furnish such programmes of manufacture and delivery as the Company may require.
- 5.2 Delivery of the Goods shall not be deemed to be complete until the Goods are actually received and accepted by the Company at the place of delivery. The Company's count of delivery quantities will be accepted as final.
- 5.3 If Goods are incorrectly delivered the Supplier shall immediately effect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 5.4 The Company shall not be liable for any additional cost due to the supply of a quantity of Goods in excess of that stated in the Contract and any such Goods shall be deemed to be supplied without charge.

6. PRICE

- 6.1 The price shall be as stated in the Contract and shall be subject to Value Added Tax (at the appropriate rate if applicable and shown separately on all invoices).
- 6.2 The price shall be the outright purchase price of the Goods (unless otherwise stated) and shall be a fixed price for the duration of the Contract and shall only be varied by the prior written consent of a Director of the Company.
- 6.3 The Supplier warrants that the prices stated for the Goods are no higher than the prices charged by the Supplier generally to purchasers of a class similar to the Company under conditions similar specified in the Contract.
- 6.4 The Supplier shall not make any charges whatsoever in addition to those shown in the Contract (including but not limited to charges for packing, packing materials, containers, transport, carriage, delivery and installation).
- 6.5 The Supplier shall pay any and all taxes, levies and duties applicable to the Order unless otherwise agreed in writing by the Company.

7. TERMS OF PAYMENT

- 7.1 The correct Order number must be quoted on all invoices, and the Company will accept no liability whatsoever for invoices, correspondence or other communications which do not bear such Order numbers. The Company reserves the right to refuse payment of any invoice with prices in excess of those stated in the Contract.
- 7.2 Payment is contingent upon receipt and acceptance of the Goods at the delivery point. Discount periods shall be calculated either from the date of such receipt and acceptance or from the date of acceptable invoices whichever is later.
- 7.3 Payment may be delayed but no discount shall be forfeited by the Company if the Supplier fails to mark the Company's purchase order number on the consignment, package, packing or advice notes, invoices, monthly statements and all other correspondence in clear legible type in a prominent position.

8. LOSS OR DAMAGE IN TRANSIT

- 8.1 The Supplier shall adequately protect the Goods, Materials and Information against damage or deterioration during transport or storage.
- 8.2 The Company shall advise the Supplier of any loss or damage to the Goods or Materials and Information as soon as it is discovered subject to Clause 4.3 and the Supplier shall promptly make good free of charge to the Company any such loss or damage.

9. INSPECTION

- 9.1 The Supplier shall be responsible for the inspection and testing of the Goods and shall ensure that they are in compliance with the Contract prior to delivery to the Company.
- 9.2 The Company shall have the right to inspect and test the Goods at the Supplier's works and those of its sub-contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Contract. The Supplier shall ensure that the Company's right of access, inspection and rejection at the Supplier's sub-contractors' premises are included in the Supplier's sub-contracts. Any inspection, checking, approval or acceptance given on behalf of the Company shall not in any way diminish or relieve the Supplier or its sub-contractors from any obligations or liabilities under the Contract.
- 9.3 Where the Supplier is required or ought in the proper carrying out of its obligations hereunder to examine the site where Goods are to be used and stored it shall do so in good time and shall satisfy itself that it is able to fulfil in full its responsibilities hereunder.

10. REJECTION

- 10.1 The Goods and their delivery must conform with the Contract in every particular. If they do not (for whatever reason), or the Supplier breaches any of the Terms and Conditions of the Contract, or the Company has reasonable grounds for doubting the Supplier's ability to comply with the Contract, then the Company may at its discretion and without prejudice to its other remedies, reject the Goods (and any Goods already delivered which by reason of non-delivery or rejection of the balance are not reasonably capable of use or can not conveniently be used by the Company) and/or require the Supplier at its own expense, to restore or rectify the Goods to the Company's satisfaction and/or rescind the Contract (notwithstanding that property in the Goods may have passed and/or payment made by the Company) or the Company may (as appropriate), purchase the Goods at a price to be agreed between the Supplier with any extra expense.
- 10.2 The Supplier shall repay to the Company any payments made in respect of rejected, returned or undelivered Goods.

11. PACKAGES

- 11.1 The Supplier shall suitably pack, mark and ship the Goods so as to reach the Company in good condition (and, where relevant, suitable for storage) and shall comply with any instruction from the Company and the requirements of the Carrier to prevent damage and minimise such costs.
- 11.2 Packages (including but not limited to envelopes, bags, cases, cylinders, drums, pallets and other containers of all kinds) are supplied free and non-returnable unless otherwise clearly stated, in the first instance, on quotations and, subsequently, on all packages, advice notes and delivery notes.
- 11.3 If the Company has agreed to accept delivery to Carrier as delivery to the Company and the Contract of carriage limits the Carrier's responsibility for loss or damage more than it would otherwise be limited under the provisions of the Carriers Act 1830, then due notification thereof must be given to the Company to enable it if it so desires, to effect adequate insurance. Any failure to give such notification shall entitle the Company to decline to treat delivery of the Goods to Carrier as delivery to the Company or to hold the Supplier of the Goods responsible in damages for any loss or damage to the Goods.

12. PASSING OF PROPERTY

- 12.1 The property and risk in the Goods (or each instalment thereof) shall pass on Delivery, notwithstanding any agreement by the Company to pay packing, transportation, installation or other delivery charges or to make any payment or advance on account. Where the Goods or any part of them, though ready for delivery are retained by the Supplier pending delivery instructions, then the property in such Goods shall pass to the Company upon payment or advance on account, but the risk therein shall remain with the Supplier until actual delivery, provision of a receipt by the supplier and signed acceptance by the Company.
- 12.2 In the event that the Goods require commissioning the Property in the Goods shall pass on successful commissioning although such commissioning shall not constitute acceptance.
- 12.3 In the case of delivery to a third party directly to any client or customer of the Company a receipt signed by an authorised employee of the Company shall be accepted as confirmation of delivery but shall not constitute acceptance by the Company, although property and risk shall pass at that time.
- 12.4 In the event that instructions in the Contract to the Supplier require the Delivery of the Goods directly to a place of exhibition for the use of the Company or any third party, including but not limited to the clients or customers of the Company, property shall pass when Delivery of the Goods commences but risk shall remain with the Supplier until the Goods are returned to the Company or such third party following the exhibition. In the event that the Supplier is not responsible for the return of the goods from the exhibition then risk shall pass to the Company or such other third party on receipt by the Supplier of a receipt authorised by an authorised employee of the Company or such other third party at the place of exhibition.

13. RESPONSIBILITY FOR INFORMATION

- 13.1 The Supplier shall be responsible for and make good any errors or omissions in the Goods or any plans, drawings, designs, calculations, packing details or other particulars supplied to the Company, whether such information has been approved by the Company, or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Company.
- 14.1 The Supplier shall not vary any of the Goods except as directed in writing by the Company.
- 14.2 The Company reserves the right by notice in writing to modify the quality or quantity of the Goods

- 14.3 Where the Supplier receives any directions from the Company to add to, omit or otherwise vary the Goods, the Supplier shall carry out such variations and be bound by the same Terms and Conditions, so far as applicable, as though the variations were stated in the Contract. If such variation would occasion an amendment to the price the Supplier shall, with all possible speed, advise the Company in writing to the effect stating the cost of any such amendment, ascertained and determined at the same level of pricing as the Supplier's original quotation.
- 14.4 If the Supplier considers that any such variation is likely to prevent the Supplier from fulfilling any of its obligations under the Contract, the Supplier shall so notify the Company and the Company shall decide with all possible speed whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as may be justified. Until the Company so confirms its instructions they shall be deemed not to have been given.

15. CANCELLATION

- 15.1 Any Order may be cancelled at any time by the Company giving the Supplier notice in writing. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to the Company. The Company's liability is strictly limited to work in progress and no further loss or liability will accrue.

16. RIGHTS IN MATERIALS SUPPLIED TO SUPPLIER

- 16.1 Any Materials and Information provided, directly or indirectly, by the Company to the Supplier in connection with the Contract shall remain the property of the Company and the Supplier shall be liable for any loss or damage howsoever occurring during its possession thereof.

17. ASSIGNING AND SUB-CONTRACTING

- 17.1 The Supplier will not, without the written consent of the Company, assign or sub-contract its rights or duties under this Contract, nor allow any third party to do so, nor make any assignment or sub-contract in his own establishment.
- 17.2 In the event that the Supplier sub-contracts all or part of this Contract, full details of each sub-contract and order shall be sent by the Supplier to the Company immediately upon request by the Company.
- 17.3 The Supplier shall be responsible for all work done and Goods supplied by any sub-contractors.

18. FORCE MAJEURE

- 18.1 Neither the Company nor the Supplier shall be liable or deemed to be in default on account of any delay in delivery or the performance of any other act under this Contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, including but not limited to, fires, labour disputes (of its own or other employees), epidemics, riots, delays in transportation, inability to obtain supplies, the regulations of any civil or military authority, provided that the party claiming hereunder shall notify the other as soon as possible the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance. If a delivery by the Supplier, or an acceptance by the Company of a delivery is delayed or prevented for any reason beyond the reasonable control of either party the Company reserves the right (without prejudice to any right or remedy available to it) to defer the delivery date or suspend, modify or cancel the affected Contract.

19. HAZARDOUS GOODS

- 19.1 Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English, French, German and other documents must include a declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 19.2 All information known, held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to the Company.

20. HEALTH AND SAFETY AT WORK

- 20.1 Goods supplied must meet the requirements of the Health and Safety at Work Act 1974 and also comply with any statutory re-enactments or modifications thereof in relation to subsequent English or European Community legislation.

21. PATENTS AND COPYRIGHT

- 21.1 Assignment - The Supplier agrees to assign or procure the assignment of all rights, title and interest in any and all of the copyright and all other proprietary rights of similar nature in all drawings, designs, photographs, reports and other materials made or created by the Supplier or its subcontractors in the performance of this Contract for the Company for their remaining term and any extension or renewal thereof and waives and agrees to procure the waiver of any rights conferred on the Supplier and those performing the Contract, respectively, by Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 and by any other law or regulation which may apply in the future.
- 21.2 Indemnity - The Supplier agrees to indemnify and hold harmless the Company against all losses, damages, proceedings, costs, expenses and other liabilities arising out of any claim being made or action threatened or brought against the Company for actual or alleged infringement in any part of the world of any patent, registered design, trademark, copyright or any other property right (except infringement necessarily resulting from adherence to the Company's specifications or drawings where the Supplier had no responsibility at any time for their design or selection) resulting from the design, manufacture, use, supply or re-supply of the Goods.
- 21.4 Remedy - In the event of any claim for infringement the Company may (but shall not be obliged to) require the Supplier at the Supplier's expense to either procure for the Company the right to continue using the Goods or replace them with non-infringing Goods or modify the Goods so they become non-infringing provided always that the standard and quality of the Goods is not adversely affected.

22. WARRANTY

- 22.1 Warranty - The Supplier warrants that it has good and merchantable title to the Goods and that the Goods shall conform to the description and applicable specifications and samples (and unless otherwise specified to all applicable BSI standards), shall be of standard and merchantable quality and fit for the purpose for which they are sold and are free and clear of all liens and encumbrances. All Goods shall comply with all applicable laws, and the Supplier at its expense shall comply with all such laws and assume all liabilities and obligations imposed thereby with respect to the Contract. This is in addition to any warranty or service guarantee given by the Supplier to the Company or provided by Law.
- 22.2 Remedy - The Supplier shall as soon as reasonably practicable at its own expense repair or replace any of the Goods which become defective during the period of 12 months of putting into service (after passing of tests, if any, and acceptance by the Company) where such defects occur under proper usage and are due to faulty design, erroneous instructions or data or inadequate or faulty materials or workmanship or any other breach of the Supplier's warranty, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of repair or replacement.
- 22.3 Indemnity - The Supplier agrees to indemnify and hold harmless the Company from any and all claims, liability, loss, damage and expense however arising incurred or sustained by the Company by reason of any breach of the aforementioned warranties or resulting from any defect in the Goods, whether latent or patent, any violation of any law or regulation relating to the manufacture or supply (including delivery) of the Goods, or any claims by individuals engaged (whether by the Supplier or third parties and whether at the Company's premises or elsewhere) in the execution of the order.

- 22.4 Remedy - The Supplier shall be without prejudice to any of the Company's rights in respect of the breach of the aforementioned warranties (including but not limited to the right to reject the Goods) or any other term or condition applicable to the Contract or to any other right which the Company may have against the Supplier.

23. INSURANCE AND GENERAL INDEMNITY

- 23.1 The Supplier shall indemnify and keep indemnified the Company against any claim being made or action threatened or brought against the Company for loss, damage or injury, and for any associated expenses, fees or other costs, consequent upon any act or omission of the Supplier, its servants, sub-contractors and agents in the performance of this Contract or arising from any defect in the Goods, their material, construction, workmanship or design or from any breach by the Supplier of any statutory duty or merchantable quality under the Contract.
- 23.2 The Supplier shall insure any Goods, Materials and Information that the Company sends to the Supplier for processing, repair or any other purpose, against fire or any other loss or damage incurred whilst in the Supplier's custody. The Supplier shall carry all other insurances necessary under relevant laws and/or appropriate to ensure that it can meet any and all liabilities and potential liabilities hereunder. Any insurance monies held by the Supplier and payable to the Company under this clause or in respect of any other indemnity herein by the Supplier shall be so held in Trust for the Company.
- 23.3 In dealing with any claims, demands, infringements or other matters in respect of the Supplier's obligations hereunder, the Supplier shall assist the Company and produce to the Company all relevant records and documentation

24. CONFIDENTIALITY AND PUBLICITY

- 24.1 All Goods, Material and Information relating to the Company, its affiliates, employees, officers, suppliers and clients, including but not limited to information relating to trade and financial position, made available to, created by or derived by the Supplier (or its sub-contractors) in connection with this Contract shall be confidential information of the Company. Without the Company's prior written consent such confidential information shall not be reproduced nor disclosed to any third party (except sub-contractors who have provided the Company with a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) nor used for any other purposes except as required for the execution of this Contract, and shall be returned to the Company promptly upon request or at the completion of this Contract. The Supplier shall be responsible for all loss or damage arising from any unauthorised disclosure of such confidential information by the Supplier howsoever occurring during the Supplier's possession thereof.
- 24.2 The Supplier shall not mention the name of the Company or its affiliates, employees, officers, suppliers and clients in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties and shall not be entitled to use any name, trade mark, sign or mark of the other in any advertising, publicity or other business purposes without the prior written consent of the Company.

25. TERMINATION

- 25.1 If the Supplier commits any breach in the Terms and Conditions of the Contract or if he shall die or become bankrupt or insolvent or have a winding up order made against him or being a company, enter into liquidation, whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or have an administrative receiver or a receiver appointed or an administration order made against it or if execution is levied against the Supplier's Goods or assets, the Company may forthwith, by notice in writing at any time, terminate the Contract and shall only be liable to pay for such goods as have been accepted by that date subject to any set off that the Company may have and the Company shall be entitled to deduct or claim for any loss or expense incurred as a result of such termination, but such termination shall be without prejudice to any rights or remedies of the Company subsisting at the time thereof.
- 25.2 The Contract may be determined at any time by the Company giving the Supplier reasonable notice in writing and the Company shall not be liable for any loss to the Supplier including consequential loss as a result of such termination. The Company's liability in this event shall only be for amounts due at the date of termination.
- 25.3 In the event of termination howsoever arising the Supplier shall meet all or any existing Orders as the Company may specify.

26. DEFAULT

- 26.1 The Company shall be entitled to decline to perform any obligations to the Supplier during such time as the Supplier may be in default of its obligations to the Company.
27. SEVERANCE OF ILLEGALITY AND INVALIDITY - Each clause and sub-clause of the Terms and Conditions is separate and distinct and if at any time one or more clauses or sub-clauses are held to be void or unenforceable by any competent court or authority to be invalid, illegal or unenforceable in any respect, then such clauses and sub-clauses will to the extent of such invalidity, illegality or unenforceability be deleted from these Terms and Conditions and the validity and enforceability of the remainder of these Terms and Conditions will not be affected.

28. INTERPRETATION

- 28.1 References to any gender include every gender and references to the singular include the plural and vice versa, and headings to the Clauses of these Terms and Conditions are inserted for ease of reference only and will not affect their interpretation.

29. FORCE MAJEURE

- 29.1 Force majeure or indulgence by the Company shown or granted to a Client or non-exercise by the Company of any of its rights hereunder in any particular incidence of breach or default by the Supplier shall not constitute a waiver by the Company of such right or extend to or affect any other or subsequent incidence or impair any rights or remedies consequent thereon or in any way modify or diminish the right of the Company under these Terms and Conditions.

30. NOTICES

- 30.1 Notices given under the Contract may be delivered, or be sent by first class pre-paid post addressed to the party to be served at the last known or usual address for such party or may be transmitted by telefax to the telefax number of the party to be served.
- 30.2 Any such notice sent by post shall be deemed to have been duly served in the ordinary course of post and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted. Notices served by telefax shall be deemed served at the time the senders telefax machine obtains acknowledgement of receipt from the recipient's telefax machine.

31. GOVERNING LAW

- 31.1 The construction, validity and performance of the Contract shall be governed and construed in accordance with English law, and the Supplier hereby submits to the non-exclusive jurisdiction of the English Courts and, if it is not incorporated or does not have a place of business in the United Kingdom, the English Courts and, if it is not incorporated or does not have a place of business in the United Kingdom, the English Courts as its agent for service of process in England.