

GENERAL CONDITIONS OF PURCHASE FOR FIXFIRM LIMITED
(THE CONDITIONS)

1. Definitions

FIXFIRM — means Fixfirm Limited, Reg. No. 7798761 whose registered office and trading address is: Pyke Road, Lincoln LN6 3QS.

Purchase Order — means FIXFIRM written instructions to supply materials only, or plant, whether placed by formal order or other written communication.

Supplier — means a company, firm or person from which FIXFIRM is purchasing labour, materials or plant; or a combination of these (the other party to the contract).

2. Applicability

2.1. Any order made by FIXFIRM involving the supply of labour only or labour and materials shall be deemed a "Sub Contract Order" and the terms of "FIXFIRM Conditions of Sub Contract" shall apply. These terms are available for your inspection at our Head Office. The applicability of general and/or other conditions proposed or stipulated by the Supplier in any form, whether written or oral, is hereby expressly rejected.

2.2. Alternatively, orders made by FIXFIRM for the supply of materials only or plant, shall be deemed a "Purchase Order" and the following conditions alone shall apply to each order.

2.3. Once an order from FIXFIRM is accepted by the Supplier (whether expressly or implied) a contract is deemed to have been concluded incorporating these conditions. If there is no written response from the Supplier to the contrary within 3 working days of the date of this order, then the order shall be deemed to have been accepted.

2.4. No change to these conditions or the order made by the supplier; shall be binding unless agreed by a FIXFIRM director and confirmed in writing.

2.5. Failure by FIXFIRM to demand strict compliance with these conditions shall not be construed as a waiver of any such conditions and shall not affect the validity of, or ability to enforce any of the provisions thereof.

2.6. In the event that any of the provisions of these conditions become, or are found to be invalid or unenforceable, this shall no way impair or affect any of the other provisions, all of which shall remain in full force and effect.

3. Price and Payment

3.1. The price for the materials and/or plant shall be specified in the order and shall be inclusive of all transport and insurance charges and any other applicable taxes, duties and levies other than VAT, unless otherwise agreed in writing by FIXFIRM. No increase in any such price may be made without the prior written consent of FIXFIRM.

3.2. Unless otherwise agreed in writing or stated, payment shall be made 30 days after the end of the month following invoice date, against a valid invoice (quoting the order number); except where FIXFIRM have raised a valid objection (whether questioning the amount invoiced or the suppliers performance) within such 30 day period. Invoices issued prematurely will be deemed incorrect and returned.

3.3. Payment shall not constitute any recognition by FIXFIRM as to the quality of the goods and shall not absolve the supplier from liability in this regard.

3.4. FIXFIRM shall at all times be entitled to set off any amounts owing to the supplier, whether or not due and payable, against any amounts owed to FIXFIRM by the supplier.

4. Delivery

4.1. The supplier shall deliver the materials and/or plant to FIXFIRM at the location/s specified in the order, or otherwise stated by FIXFIRM in writing.

4.2. The supplier shall deliver the materials and/or plant on the date and time specified in the order or otherwise specified by FIXFIRM in writing. Time for delivery shall be of the essence, and therefore if the delivery deadline is not met, the supplier shall immediately be in default, without any proof of default being required, and FIXFIRM shall be entitled to refuse the goods and the provisions of clause 7 shall apply.

4.3. The supplier shall deliver the materials and/or plant in accordance with any other logistical conditions specified in the order or otherwise specified by FIXFIRM in writing.

4.4. Receipt of the materials and/or plant, or a signature for receipt by FIXFIRM shall not constitute any recognition of good quality of the goods received, nor recognition of the accuracy of the qualities stated on the delivery/packing note.

5. Ownership and Risk

5.1. Full and unencumbered title to the goods shall pass to FIXFIRM upon delivery, unless payment is made prior to delivery in which event title shall pass upon payment; risk shall pass from the supplier upon payment or delivery, whichever is the latter.

6. Conformity & Quality

6.1. The supplier hereby warrants that, the materials and or plant to be supplied conform in all respects with the specification, or description in the order; or any sample, catalogue, or other documentation provided to FIXFIRM by the supplier. Furthermore the supplier warrants that they are fit for the purpose intended and are safe, not defective and comply with all relevant legal stipulations and industry standards.

6.2. The supplier further warrants that it has, and shall at all times during the contract have, adequate product liability (and other necessary) insurance, in respect of its potential liabilities hereunder, with a reputable insurance company. Copies of relevant insurance policies shall be provided to FIXFIRM on request.

7. Intellectual Property

7.1. The supplier represents & warrants to FIXFIRM that (the sale, delivery, or use of) the goods to be supplied, including labelling and packaging, shall not infringe any patent, copyright, trade or service mark, registered design or other rights which rank on a par with such intellectual property rights.

7.2. The supplier shall be liable for, and shall fully and promptly indemnify FIXFIRM against all direct and indirect costs, damages, losses and claims which FIXFIRM may suffer or incur as a result of any infringement of such rights or any breach of the warranties in this condition 6.

8. Remedies

8.1. If the materials and or plant do not conform to the requirements in sections 5 and 6 above, or do not in any other respects comply with the order or contract, then FIXFIRM shall have the right to:

a) Reject the materials and/or plant and return them to the supplier at its cost and shall give the supplier the opportunity, within a reasonable period specified by FIXFIRM, to remedy any defect in the materials and/or plant, or to supply replacements; or to take such other action to ensure conformity with the contract.

b) If the supplier fails to make use of the opportunity referred to in a), or if FIXFIRM were unable, acting reasonably, to give such opportunity, then FIXFIRM shall be entitled to terminate the contract and/or carry out any work deemed necessary to bring the materials and/or plant into conformity at the suppliers expense.

c) Claim damages in compensation for losses sustained by FIXFIRM as a result of any such defect or non conformity.

8.2. Without prejudice to any other right or remedy available to FIXFIRM, the supplier shall fully indemnify FIXFIRM against all direct and indirect costs, damages, losses and claims which FIXFIRM may suffer or incur as a result of claims by third parties arising from any defect in the materials and/or plant.

8.3. The supplier shall immediately notify FIXFIRM if it is unable to deliver on the due date, or to otherwise perform the contract. In such an event FIXFIRM may suspend, modify or cancel all or part of the contract at its sole discretion.

9. General

9.1. The supplier shall not, without the prior written consent of FIXFIRM assign all or part of this contract to any third party. If FIXFIRM (at its absolute discretion) consents to an assignment of the suppliers rights to receive payment under this contract to a factoring company or other third party, it may require the third party to agree to these conditions.

9.2. The contract will only confer rights and benefits on FIXFIRM and the supplier and no third party will acquire any rights or benefits under this contract.

9.3. Neither party shall disclose to third parties any details relating to the other party including prices and sales figures, technical or commercial details or any other confidential information howsoever obtained, unless the disclosure is required by law or a regulatory authority.

9.4. These construction validity and performance of the contract shall be governed by English Law.

9.5. FIXFIRM shall have the right to amend these conditions from time to time on giving reasonable notice to the supplier.