

Busch UK Limited – Terms & Conditions of Purchase

1. Definitions

- 1.1 The "purchaser" means Busch UK Limited.
- 1.2 The "supplier" means the addressee in the order.
- 1.3 The "goods" means the goods and materials to be supplied by the supplier under the contract.
- 1.4 The "work" means the services to be provided by the supplier under the contract.
- 1.5 The "contract" means the contracts arising directly or indirectly from the order including all documents to which reference may properly be made to determine the rights and obligations of the parties thereunder.
- 1.6 The "order" means the purchaser's purchase order.
- 1.7 The "conditions" means the condition set out herein.

2. Acknowledgement

- 2.1 The conditions shall apply to the contract unless expressly agreed otherwise in writing by the purchaser.
- 2.2 The supplier shall acknowledge the order within 48 hours of receipt. The contract shall be formed upon the receipt by the purchaser of the acknowledgement or upon commencement of the work by the supplier following receipt of the order, either of which events shall be deemed to be an acceptance by the supplier of the conditions and an acknowledgement that any comment or conditions conflicting with or limiting or modifying the conditions set out in any communication from the purchaser (before or after the date of the order) shall be of no force or effect.

2.3 Should any of the documents forming the contract conflict, the supplier must ask the purchaser to resolve the conflict before proceeding with any portion of the work affected by the conflict. The purchaser shall not be responsible for any additional cost arising from the supplier's failure to bring the conflict to the purchaser's attention in sufficient time to resolve the matter.

3. Scope of Order

- 3.1 The goods and the work must be supplied and rendered strictly in accordance with the requirements of the contract.
- 3.2 The supplier is deemed to have included in the price all goods, materials, services and facilities required for the execution and completion of the contract.
- 3.3 The purchaser shall at all times have free use of all drawings provided by the supplier under the contract. Approval of such drawings by the purchaser shall not relieve the supplier of any responsibility for discrepancies, errors or omissions in drawings and all particulars supplied by him for the purpose of the contract.

4. Legal Construction

Unless otherwise agreed in writing the contract shall in all respects operate as an English contract and be governed by English law.

5. Statutory and Other Regulations

The supplier is to ensure that goods being supplied or services rendered comply with the requirements of all relevant acts and regulations.

The cost of complying with all relevant regulations is deemed to be included in the contract price.

6. Patents

The supplier is required to indemnify the purchaser against any claim for infringement of any letters of patent, Registered Design, Trade Mark or copyright by the use or sale of any article or material supplied under this contract and against all costs and damages which the purchaser may incur in any action for such infringement or may become liable in any such action.

7. Programming & Expediting

The date(s) of delivery and/or completion will be those specified in the purchase order unless agreed otherwise between purchaser and supplier. The supplier shall provide un-priced copy orders and such programmes of manufacture, delivery and erection as the purchaser may reasonably require together with regular expediting status reports. The supplier shall grant to the purchaser its agent and client free access to the premises of the supplier, its suppliers or sub contractors for the purpose of expediting the contract. The supplier shall give notice to the purchaser immediately if any delays occur or are likely to occur. The purchaser may, by written notice, require the supplier to execute the works in such order or sequence as the purchaser may decide. Delivery and/or completion time shall, subject to clause 17, be of the essence of the contract, unless an amount of the contract price is stated in the purchase order as and for liquidated damages for delay in completion. Where the delay exceeds the maximum provided by liquidated damages the damages shall be at large and clause 18 shall apply.

8. Drawings & Documentation

The drawings and documentation specified as required by the purchaser are an integral part of the order. The purchaser reserves the right to withhold payment of invoices if the drawings and documentation have not been submitted and approved as specified.

9. Inspection & Testing

Prior to dispatch the supplier is required to have carried out inspections and tests to ensure satisfactory operation and fitness for purpose. A certificate of conformity with the purchaser's specification is to be issued by the supplier and dispatched with the goods.

10. Quality Assurance

The supplier is required to operate a Quality Assurance system in accordance with ISO9001 or equivalent. The purchaser reserves the right to attend the premises of the supplier or their sub contractors to satisfy themselves that this requirement is being met.

11. Warranty

11.1 The supplier will promptly make good by repair or replacement (at the purchaser's option and free of charge) defects which under proper use appear in the goods or works within a period of 18 months from the date of delivery of the goods or the completion of the work up to a date 12 calendar months from the putting into commercial use of the goods or the work, whichever is the sooner.

11.2 The supplier's obligations under clause 11.1 will continue in respect of any part of the goods or work repaired or replaced for a further period of 12 calendar months from the date of completion of such repair or replacement.

11.3 The suppliers liability under clauses 11.1 and 11.2 does not relieve them of any responsibility for warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods or work.

12. Identification

All documentation and goods must carry the purchasers order number, part number and job number.

13. Delivery

Unless otherwise specified in the order, delivery carriage paid to the purchasers nominated address, is included in the contract price. Damage or loss in transit is the responsibility of the supplier, unless caused by hauliers of the purchasers undertaking.

Suitable packing for delivery is included within the contract price.

14. Terms of Payment

14.1 Unless otherwise agreed in writing, the terms of payment are 60 days from the completion of the contract in all respects.

14.2 The supplier shall submit invoices only upon completion of the contract, or at such intermediate points in the performance of the contract as specified in the order.

14.3 The contract will not be considered complete until all test certification, working instructions, drawings etc. as stipulated in the order, have been received by the purchaser.

15. Invoicing & Advice Notes

All invoices are to be submitted to the purchaser's accounts department in duplicate.

One copy of the advice note is to accompany the goods and a signature of the purchasers representative obtained. Where goods are delivered to a site other than the purchasers' premises, then a copy of the advice note must be sent direct to the purchaser.

16. Arbitration

If at any time any question, dispute or difference arises between purchaser and supplier in relation to or in connection with the contract, either party may give the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon.

17. Force Majeure

If either party shall be prevented or delayed in fulfilling their obligations under the contract by reason of circumstance beyond its reasonable control then it shall notify the other in writing within 7 days of occurrence thereof.

Provided that the said notification is given, and subject to all reasonable efforts being taken to minimise the effect of such circumstances, the party so delayed shall be relieved of such of its obligations under the contract as they are prevented or delayed for the duration of the circumstances concerned.

If the supplier is delayed on one or more occasions for more than 30 days in total, then the purchaser may cancel the contract in writing. Justifiable costs associated with such cancellation shall come within the contemplation of payment by the purchaser.

18. Default by Supplier

i) Should it appear to the purchaser:

- a) that the supplier is not executing the contract in accordance with the purchase order or
- b) that the supplier is not proceeding with sufficient expedition to ensure completion of the contract by the time stipulated in the purchase order or
- c) that the supplier has refused or failed to carry out a reasonable instruction from the purchaser for the execution of the contract
- d) that the supplier has committed any other breach of its obligations under the contract.

Then the purchaser may, at its discretion, give the supplier seven days written notice to make good his defaults.

ii) Should the supplier fail to comply with a notice under sub-clause i) hereof, the purchaser may then at the expense of the supplier and without prejudice to any other rights:

- a) determine the contract null and void
- b) take the contract wholly or in part, out of the supplier hands.
- c) make such modifications, substitutions or additions to the contract as he considers necessary to ensure satisfactory execution thereof.

iii) Wherever the purchaser has acted under sub-clause ii) hereof, the purchaser shall be entitled to take possession of, and remove from the supplier premises as and when it shall be convenient for the purchaser, all designs, drawings, specifications and plant necessary to complete the contract and the supplier shall afford the purchaser all rights of access and all reasonable facilities to enable the purchaser to remove such items as aforesaid at the suppliers cost.

iv) The supplier shall indemnify the purchaser against liabilities imposed on the purchaser by his client as a result of default by the supplier under this clause. The purchaser shall be entitled to retain and apply any balance which may be otherwise due to the supplier, or any part thereof as may be necessary for the execution of the portion of work taken out of the suppliers hands. If the cost of completing the work exceeds this amount the supplier shall pay the excess.

19. Subcontracting

The supplier shall not subcontract any significant part of the contract without agreement in writing from the purchaser.

20. Site Works

Where under the terms of the contract the supplier is responsible for work on site, then this shall be conducted in accordance with the purchasers own safety rules and conditions except if there are additional conditions imposed by the purchasers' client. If the purchasers' client rules and conditions apply, then the supplier will comply with these in all respects and be responsible for the payment of any costs associated therewith.

Name:	
Signature:	
Organisation:	
Date:	