

PART I

1. DEFINITIONS

In these Conditions the following terms have the following meanings:-

"Purchaser" means Boddingtons Plastics Ltd of Wheelbarrow Park Estate, Pattenden Lane, Marden, Tonbridge, Kent TN12 9QJ.

"The Order" means the Purchaser's purchase Order to which these Conditions are annexed.

"Supplier" means the person to whom the Order is issued.

"The Goods" means the goods (including any instalment of the goods or any part of them) described in the Order and which the Supplier is to supply in accordance with these Conditions.

"Services" means the Services (if any) described in the Order.

"Contract" means the Contract for the sale and purchase of the Goods and the supply of the Services (if any)

2. APPLICATION AND VARIATIONS

i) The order constitutes an offer by the Purchaser to purchase the Goods and / or acquire the services subject to these Conditions. Save for any special terms endorsed on the Order, these Conditions shall apply exclusively to and form part of the Order and neither these Conditions, nor the Order shall be capable of amendment or variation except with the written agreement of the Purchaser and the Supplier.

ii) Despatch or delivery of the Goods and/or performance of the Services by the Supplier shall be deemed conclusive evidence of the Supplier's acceptance of these Conditions.

3. ACKNOWLEDGEMENT

The Purchaser shall be bound by its Order only:

i) if it is confirmed on its official order form and

ii) if the Supplier accepts it in writing within seven days of the date of the Order

4. PRICES AND DELIVERY SCHEDULE

i) The prices and delivery schedule specified in the Order or agreed by the Purchaser shall be binding and may not be altered without the Purchaser's written agreement. If prices and / or delivery schedule are not specified in the Order, the Supplier shall submit the same within seven days of the Order date for the Purchaser's agreement. Failure to submit prices and / or delivery schedule as above will give the Purchaser the right to treat the Order as void but without any right to the Supplier to claim compensation. Where the delivery schedule calls for deliveries over a period exceeding two months then the Purchaser shall have the right to vary such schedule, provided that two months written notice is given to the Supplier.

ii) The Purchaser may set off against the price payable for the Goods/or Services any amounts due from the Supplier whether under the applicable Contract or otherwise.

5. WARRANTIES

i) The Supplier warrants to the Purchaser that the Goods:-

- a) will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
- b) will be free from defects in design, (save where it is agreed otherwise in writing that the Supplier will not be responsible for the design), material and workmanship;
- c) will correspond fully with any specification or performance standards quoted;
- d) will comply with all statutory requirements and regulations relation to the sale of the Goods.

ii) The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in the circumstances. The Seller further warrants that the Services will be performed so that any work carried out in respect of the same conforms with all relevant statutory requirements and regulations and to meet any performance standards quoted by the Purchaser in the Order.

6. INSPECTION AND RIGHT OF REJECTION

i) Before delivery the Supplier shall inspect and test all Goods for compliance with all the requirements of the Order. The Purchaser reserves the right to reject the Goods within a reasonable time after delivery which are found not to comply with all the requirements of the Order. Rejected Goods will be returned to the Supplier at the Suppliers risk and expense whereupon the Supplier shall forthwith, at the Purchaser's option, either replace such rejected Goods with Goods which comply with all the requirements of the Order or repay the purchase price together with any costs of transportation and packing to the Purchaser. The Purchaser shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

ii) Without prejudice to any other remedy if the Services are not performed in accordance with the Contract, then the Purchaser shall be entitled:-

- a) to require the Supplier to supply replacement Services in accordance with the Contract within 7 days; or
- b) at the Purchaser's sole option, and whether or not the Purchaser has previously required the Supplier to supply any replacement Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the purchase price which has been paid.

iii) The exercise of any right or rejection under this Condition shall in no way prejudice any other rights belonging to the Purchaser.

7. DELIVERY

i) Deliveries shall be in strict accordance with the time scale specified or agreed by the Purchaser. In case of delay for any reason the Purchaser reserves the right to cancel the Order without liability in whole or in part notwithstanding any other rights of the Purchaser under the Order or at law. The time of delivery of the Goods and / or the performance of the Services is the essence of the Contract.

ii) All Goods shall be delivered suitably packed and carriage paid at the Suppliers risk to the address specified in the Order, whereupon the property in the Goods shall pass to the Purchaser, but without prejudice to the Purchaser right of rejection under condition 6 hereof. The Supplier shall submit to the Purchaser with each consignment of Goods an Advice Note specifying the Purchase Order Number and full particulars of the Goods supplied.

8. SPECIFICATIONS

i) The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or any applicable specification supplied by the Purchaser or agreed in writing by the Purchaser.

ii) Any specification supplied by the Purchaser to the Supplier or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design right or other intellectual property rights in the specification shall be the exclusive property of the Purchaser. The Supplier 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 Supplier.

9. STORAGE

i) If, for any reason, the Purchaser is unable to accept delivery of Goods at the time when Goods are due and ready for delivery the Supplier shall, if the Purchaser requests and the Suppliers storage facilities permit, store safeguard, and take all reasonable measures (including insurance) to protect and secure such Goods.

ii) If the Supplier postpones delivery at the request of the Purchaser pursuant to sub-clause 8(i) hereof the property in Goods shall pass to the Purchaser seven days after the date of receipt of notification from the Supplier that the Goods are due and ready for delivery or on such other date as maybe agreed. The Goods shall nevertheless remain at the Suppliers risk until delivery has been completed

10. PAYMENT

Unless otherwise agreed in writing payment will be made against the Suppliers invoice 30 days after the end of the Calendar month in which the Goods and / or Services relating to such invoices are received by the Purchaser or if later, within 30 days after acceptance of the Goods by the Purchaser.

11. INDEMNITY

The Supplier shall indemnify the Purchaser in full against all liability, loss (including any consequential loss such as loss of profit), damages, costs and expenses (including legal expenses) ordered against or incurred or paid by the Purchaser as a result of or in connection with:-

- i) breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
- ii) 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 of any specification supplied by the Purchaser;
- iii) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- iv) any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Goods.

12. ASSIGNMENT AND SUB-CONTRACTING

No work or obligations under the Order shall be sub-contracted or assigned by the Supplier without the prior written authority of the Purchaser. Approved sub-contracts in connection with the Order shall be placed, subject to the same terms and conditions as the Order

13. INSOLVENCY

The Purchaser may at any time by notice in writing cancel the Order without compensation to the Supplier if at any time:-

- i) The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) become subject to an Administration Order or goes in to liquidation; or
 - ii) An encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Supplier; or
 - iii) The Supplier ceases, or threatens to cease, to carry on business; or
 - iv) The Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Purchaser.

14. APPLICABLE LAW

i) The construction and legal effect of the Order and these Conditions shall be determined in all respects in accordance with and governed by the law of England

ii) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

iii) No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

PART II

Where Services are being provided the following Conditions shall apply in addition to those Conditions set out in part I above

15. THIRD PARTY INSURANCE

The Supplier will maintain adequate insurance to cover its liability in respect of Personal Injuries, Death or Damage to Property arising out of or in the course of the Services which are the subject of the Order. The amount of such insurance cover will be in the sum of at least £5,000,000 and the Insurance shall be with a reputable insurance company. The Supplier shall ensure that any Policy of Insurance shall extend to include the Purchaser's interest as Principal. The Supplier will produce all such policies of insurance and receipts for Premiums to the Purchaser when requested.

16. EMPLOYERS LIABILITY INSURANCE

The Supplier will maintain adequate Employer's Liability Insurance with a reputable insurance company and will produce all such policies and receipts for Premiums to the Purchaser when requested.

The Supplier will indemnify the Purchaser against any costs, claims or demands for accident or disease howsoever caused in respect to its employees.

17. INDEMNITY

The Supplier will fully indemnify the Purchaser against any costs, claims or demands in respect of Personal Injury, Death or Damage to Property arising out of or in the course of the works or Services the subject of the Order, and which are caused by the act of neglect of the Supplier, its servants, contractors or agents.

18. RULES AND REGULATIONS

The Supplier will ensure that its employees, contractors and agents comply with all site or other regulations. The Purchaser may demand that the Supplier removes any person from the site who fails to comply with such regulations.

19. CONFIDENTIALITY

The Supplier agrees that it shall hold in strictest confidence any technical, financial or commercial information it acquires from the Purchaser under this contract as well as any information acquired during negotiations prior to the Contract. The Supplier shall use such information solely for the purposes of the Contract and shall not disclose such information to any third party unless disclosure is required by law or some similar over-riding obligation. The Supplier agrees to return all information subject to this Condition and copies thereof to the Purchaser on demand provided always that such return does not hinder the fulfilment of the Supplier's obligation under this contract.