

STANDARD TERMS AND CONDITIONS OF PURCHASE OF

G.Carter & Son (Thornton) 2007 Ltd

("the Buyer")

Effective after 1st January 1990

GENERAL PROVISIONS	1. Unless otherwise stated or provided (a) The property in the goods remains with the Seller until they are delivered at the Buyers works; (b) The Buyer retains the right to reject goods (either wholly or in part) if they do not correspond in quantity, quality, fitness or description as set out in the order.
ADVICE NOTES	2. All goods delivered into the Buyer's Works must be accompanied by an Advice Note bearing our Order Number. If the goods are despatched by third party transport, a copy of the Advice Note showing despatch particulars, must be forwarded to our Receiving Department on the day of despatch. If this is not done we cannot accept the responsibility of giving notice to the carrier of non-delivery of goods.
TOOLS	3. Tools, dies, jigs, moulds and the like paid for by the Buyer are to remain the Buyer's property and are to be surrendered on demand.
BLUEPRINTS	4. Where material or parts are made according to blueprints, drawings or instructions furnished by the Buyer the design shall be considered exclusive and the Seller is not to furnish to anyone else the same article or parts without written notice.
SELLER'S WARRANTY	5. Seller warrants that any work or materials or goods furnished under the order will confirm to the specifications, drawings, samples or descriptions furnished by the Buyer and agrees to reimburse the Buyer for any losses, costs, damages or expenses arising from failure to comply with this warranty.
DELIVERY	6. (a) If at any time deliveries under this order are suspended due to happening of any event beyond the control of the Seller or Buyer, including lock outs by Seller or Buyer of their own workmen, then; i. Deliveries falling due within the period of suspension (other than goods in transit at the commencement of such period) shall be regarded as cancelled ii. If the order period has not expired at the termination of the period of suspension, deliveries shall be resumed at the order date for the remainder of the order period, and neither Seller or Buyer shall have any claim against the other for failure to make or take delivery respectively, whether such failure be total or partial, permanent or temporary. (b) Each delivery shall be construed as a separate order and the failure of any delivery shall not vitiate the order as a whole. (c) Delivery dates specified herein are of the essence of the contract. Failure to deliver on due date shall give the Buyer the right to cancel either a single delivery or all deliveries due under the order. (d) Goods will only be accepted at our Factory as follows: Monday to Thursday 8.00 a.m. – 12 noon, 1 p.m. – 5.00 p.m. Friday 8.00 a.m. – 12 noon. (e) Bulk deliveries are only accepted with our permission obtained at least 24 hours in advance.
ASSIGNMENT	7. Rights and obligations under the order are not to be assumed by either party without the consent of the other.
BUYER'S RIGHT TO CANCEL	8. Buyer may cancel the order by written notice to the Seller or in the event of the Seller becoming bankrupt, making any arrangement with creditors or being a company going into liquidation.
PATENTS	9. Seller warrants that the goods and/or materials included in the order do not infringe any patent, registered design or trade mark and undertake to indemnify the Buyer against all damages, losses or costs suffered by the Buyer on any claim made under such term of protection.
BUYERS RIGHT TO TEST	10. If the order is for machinery or equipment, special or otherwise it is agreed that the Buyer shall have a period of 30 days from the date of receipt within which to test and run machinery or equipment before the Buyer shall be deemed to have accepted same or shall be requested to pay for the same. Seller specifically warrants that the machinery or equipment will perform and will be fit for purpose for which it was ordered.
PAYMENT	11. Payment by the Buyer for any of the materials covered by the order shall not constitute a waiver of any of the Buyers rights, nor shall such payments determine any of the Sellers warranties.
PROPER LAW	12. The order shall be governed by English Law and all disputes which may arise out of, or relate to the order shall be submitted to the appropriate English Court.
PRICE	13. Unless otherwise agreed by us in writing all prices remain fixed.
CHECKING GOODS	14. The goods will be checked as soon as normal works routine allows. Any payments made or acceptance of goods issued shall not prejudice for rights to raise complaints.

INSTRUCTIONS AND CONDITIONS SET OUT IN THIS ORDER MUST BE OBSERVED OTHERWISE THE BUYER MAY CANCEL THE ORDER