

# CONDITIONS OF PURCHASE

## 1. Interpretation.

1.1 In these Terms the following definitions apply:-

"Customer" is Bonus Electrical Limited

"Contract" the contract between the Customer and the Supplier for the sale and purchase of the Goods;

"Delivery Point" the address quoted on the Order;

"Goods" the goods and/or services stated in the Order which the Supplier is to supply in accordance with these Terms;

"Order" the Customer's purchase order to which these Terms are annexed;

"Price" the price of the Goods;

"Supplier" the person stated in the Order who is to supply the Goods;

"Terms" these standard terms of purchase and includes any special terms agreed in writing between the Customer and the Supplier

6.10 appropriate high visibility clothing) given by the Customer whilst on any premises under the control of the Customer.

## 7. Property and Risks.

7.1 Risk of damage to or loss of the Goods shall pass to the Customer on delivery in accordance with the Contract.

7.2 The property in the Goods shall pass to the Customer on delivery unless payment for the Goods is made prior to delivery when it shall pass to the Customer once payment has been made.

## 8. Warranties and Liability.

8.1 The Supplier warrants to the Customer that the Goods:-

8.1.1 will be of satisfactory quality (within the meaning of the Sale Of Goods Act 1979 as amended) 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;

8.1.2 will be free from defects in design, material and workmanship;

8.1.3 will correspond with any relevant specification or sample;

8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods; and

8.1.5 where comprising services will be provided by suitable qualified and experienced personnel with reasonable skill and care.

8.2 Without limiting any other remedy, if any Goods are not supplied in accordance with the Contract then the Customer shall be entitled:-

8.2.1 to require the Supplier to repair the Goods or to supply replacement Goods in accordance with the Contract within seven days; or

8.2.2 at the Customer's sole option, and whether or not the Customer has previously required the Supplier to repair the Goods to treat the Contract as discharged by the Supplier's breach and require the payment of any part of the Price which has been paid.

8.3 The Supplier shall indemnify the Customer in full against any liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred by the Customer as a result of or in connection with:-

8.3.1 the breach of any warranty given by the Supplier in relation to the Goods;

8.3.2 any claim that the Goods or part thereof infringe 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 with any specification supplied by the Customer;

8.3.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

8.3.4 any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Goods.

## 9. Force Majeure.

9.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock-out, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of either party.

9.2 If any obligation under this agreement cannot be performed for a continuing period of three months as a result of one or more of the events described in 9.1 then either party may terminate the agreement by notice in writing at the end of this period.

## 10. Arbitration.

10.1 Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1996.

## 11. Termination.

11.1 The Customer may cancel the Order in respect of all or part only of the Goods by giving notice to the Supplier at any time prior to the delivery in which event the Customer's sole liability will be to pay to the Supplier the Price for the Goods delivered prior to the date of cancellation.

11.2 The Customer may terminate this agreement at any time and without further obligation to the Supplier by notice in writing if the Supplier becomes insolvent or an order is made or a resolution passed for the winding up of the Supplier (other than for the purpose of a solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets.

## 12. General.

12.1 The Supplier may not assign any of its rights or obligations under the Contract without the prior written consent of the Customer.

12.2 The Supplier shall at all times keep confidential all information acquired in consequence of or pursuant to this Contract save as may be required by law or where such information is in the public domain other than due to the Supplier's breach.

12.3 A notice to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.

12.4 No waiver by the Customer 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 provisions.

12.5 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

12.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to and does not give any person who is not party to it any right to enforce any of its provisions.

12.7 The Supplier acknowledges and by accepting the Order consents to such processing and disclosure of personal data relating to the Supplier which may be required in connection with the Customer's legitimate commercial interests.

12.8 This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

## 2. Entire Agreement.

2.1 These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance on any representations that are not expressly incorporated in these Terms.

## 3. Basis of Purchase.

3.1 The Customer shall purchase and the Supplier shall supply the Goods in accordance with these Terms which apply to all Contracts to the exclusion of all other conditions which the Supplier may purport to apply.

3.2 The Order constitutes an offer by the Customer to purchase the Goods subject to the Terms.

3.3 The Order will lapse unless unconditionally accepted by the Supplier in writing within seven days of its date.

3.4 Any variation to the Order or these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Customer.

## 4. Specifications.

4.1 The quantity, quality and description of the Goods shall (subject as provided in these Terms) be as specified in the Order or as otherwise agreed in writing by the Customer.

4.2 All Goods supplied shall conform to and comply with all applicable British and European regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

4.3 Where the Goods are to be manufactured or subjected to a process in accordance with a specification supplied by the Customer in which any intellectual property rights subsist, then the Supplier hereby assigns to the Customer any and all intellectual property rights which may subsist in the Goods and which are derived from the specification supplied by the Customer.

4.4 The Supplier shall not unreasonably refuse any request by the Customer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, the Supplier shall provide the Customer with all facilities reasonably required for inspection and testing.

4.5 If as a result of inspection and testing the Customer is not satisfied that the Goods will comply in all respects with the Order and the Customer informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

4.6 The Goods shall be marked in accordance with the Customer's instructions and shall be properly packaged and secured so as to reach their destination in an undamaged condition.

## 5. Price and Terms of Payment.

5.1 The Price of the Goods shall be as stated in the Order and unless otherwise stated shall be:-

5.1.1 exclusive of VAT (which will only be payable by the Customer subject to the receipt of a valid VAT invoice); and

5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Point and any other duties or levies other than VAT.

5.2 No increase in the Price may be made for any reason whatsoever without the prior written consent of the Customer.

5.3 The Supplier may invoice the Customer on or at any time after delivery of the Goods and each invoice shall quote the number of the order.

5.4 Unless otherwise stated in the Order the Customer shall pay the Price within thirty days of the end of the month in which it receives a proper invoice or, if later, after acceptance of the Goods by the Customer.

5.5 In the event that the Customer does not make full payment to the Supplier in accordance with clause 5.4 the Supplier may only charge interest on the amount overdue from the due date until payment in full at 2% above the base lending rate from time to time of the National Westminster Bank plc.

## 6. Delivery.

6.1 The Goods shall be delivered to the Delivery Point on the due dates or within the period stated in the Order during the Customer's usual business hours or such other times as set out in the Order.

6.2 Where the date of delivery is to be specified after the placing of the Order then the Supplier shall give the Customer reasonable notice of the specified date.

6.3 The time of delivery of the Goods is of the essence of the Contract.

6.4 A prominently displayed packing note quoting the number of the Order must accompany each delivery of the Goods.

6.5 If the Goods are to be delivered by instalments the Contract will be treated as a single contract and not severable.

6.6 The Customer may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Customer has had a reasonable time to inspect them following delivery or within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods whether or not any Goods are accepted by the Customer.

6.8 If the Goods are not delivered on the due date then (without limiting any other remedy) the Customer shall be entitled to deduct from the Price (or if the Customer has paid the Price to claim from the Supplier) by way of liquidated damages for delay 5% of the Price for every week's delay up to a maximum of 20%.

6.9 Any persons engaged by the Supplier in the delivery of any of the Goods or the provision of any services under the Contract shall at all times comply with all safety, security, site and environmental instructions (including wearing