

RELIANCE PRECISION MECHATRONICS LLP
(Registered in England, Partnership No. OC 308707)

CONDITIONS OF PURCHASE
(October 2008)

1. These conditions shall have precedence over any printed conditions appearing on any acceptance form, delivery form or other document or letter emanating from the supplier, and such conditions shall have no effect whatsoever except in so far as they confirm the terms of this Order.
2. This order is liable to cancellation by us if not accepted within ten days of the date hereon.
3. All goods supplied against this Order must be packed and delivered, carriage paid in accordance with our instructions. The goods shall be at your risk until delivery to us at our Works or to our Representative has been made unless we otherwise request in our Order. All cases to be clearly marked and numbered, and all such marks and numbers must be quoted on the invoice.
4. Unless otherwise stated in our Order all prices stated therein are "firm prices" and include packaging and delivery to the location stated.
5. Unless otherwise specifically stated in our Order our terms of payment for goods delivered or work carried out are 60 days from acceptance of the goods or work.
6. Our Inspector or Representative and any Inspector or Representative of our customer or his agent or of any Government Department concerned shall be entitled on our authority to inspect the goods or work the subject matter of this Order at any reasonable time.
7. We reserve the right to cancel this Order or any part of it and shall be entitled to damages for any loss or expense caused to us if
 - (a) The goods or work to be supplied are not received or completed by the date specified in our Order, and/or
 - (b) The goods supplied or the work carried out do not comply with the description, specification and drawings relating thereto, and/or
 - (c) The material or workmanship does not reach the standard specified or does not pass such inspection as may be required by us, our customer or his agent or by any Government Department concerned.
8. Without prejudice to the generality of the foregoing condition you will indemnify us against any loss or expense resulting directly or indirectly from the supply by you of the goods or work if these are defective in any way, and in addition we shall be entitled to the replacement of the goods or work free of charge.

9. All tools, patterns, materials, drawings, specifications and other data provided by us in connection with this Order shall remain our property and will be returned to us on demand and are to be used by you solely for the purpose of completing the same.
10. In the event of any strikes, lockouts, fire, explosion or accident or of any kind of stoppage of our business or work beyond our control which may prevent or hinder the use the goods or work the subject of this Order, the delivery of such goods or the completion of such work and the payment therefore may be suspended or postponed by us until the circumstances preventing or hindering the use of such goods or work have ceased.
11. You will keep us indemnified against any damage to our property and against any claims for loss or injury to any person or to the property of any person by reason of your negligence of any act or omission on the part of your employees, sub-contractors or agents arising out of the execution of this Order.
12. You will keep us indemnified against all claims of whatsoever nature (including those for royalties, damages or other losses) arising from the use of patented apparatus, articles or processes embodied or used in the completion of this Order.
13. This Order and the subject matter thereof shall be treated as confidential between yourselves and us and shall not be disclosed by you or any sub-contractor of yours to any third party or used by you or any such sub-contractor or advertisement display or publication without our prior consent in writing.
14. We shall not be liable for any orders or amendments thereto other than those issued or confirmed on our official printed order or amendment forms, duly signed on our behalf.
15. Where it is indicated on the Order that it is for a Government Department and that certain of the UK Government Conditions of Contract apply, the stated Conditions shall apply. In the case of conflict between any such specified Conditions and these General Conditions of Purchase, the former shall prevail.
16. This Order shall be constructed in all respects in accordance with the Laws of England. Any dispute as to the terms, conditions, or subject matter hereof arising hereunder shall be referred to a single arbitrator appointed by agreement between the Parties hereto or in default of such agreement by the President for the time being of the Law Society of England on the application of either party. The Arbitration Act 1950 or any modification thereof currently in force shall apply to any arbitration hereunder. Nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right of remedy to which we are entitled in relation to the goods or works ordered by virtue of statute or common law.
17. If your company is registered to ISO9001 then this Order is to be fulfilled under the terms of that registration.
18. Where the goods ordered are hazardous to health, the goods should be clearly labelled as such and a hazard data sheet provided.