

1. No order submitted by the Company shall be deemed to be accepted by the Seller unless it is on the Company's official order form and is signed by an authorised representative of the Company.
2. The Seller shall deliver the goods at the time specified in the order. Time is to be of the essence.
3. If the goods or any portion thereof are not delivered within the time or times specified in the order the Company shall be entitled to determine the contract in respect of the goods undelivered as aforesaid and of any other goods already delivered under the contract which cannot be effectively and commercially used by reason of the non-delivery of the goods undelivered as aforesaid. On such determination the Company shall be entitled:
  - (a) to return to the Seller at the seller's risk and expense any of the goods already delivered but which cannot be effectively and commercially used as aforesaid and to recover from the seller any monies paid by the Company in respect of such goods.
  - (b) to recover from the seller any additional expenditure reasonably incurred by the Company in obtaining other goods in replacement of those in respect of which the contract has been determined.
4. The Seller will repair or replace free of charge goods damaged or lost in transit provided the Company shall give to the seller notification of such damage or loss within such time as will enable the seller to comply with the carrier's conditions of carriage, as affecting loss or damage in transit. If the Company does not have actual notice of such conditions or requirements or if delivery is made by the Seller's own transport, such notification shall be given within 7 days from the date of delivery, or, where the damage is not apparent on reasonable inspection, within a reasonable time after discovery of the damage.
5. The goods supplied and work done under this order to be to the satisfaction of the Company and the Company's customers.
  - (a) The Seller shall indemnify the Company against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which it may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work executed by you against this Contract or shall be alleged to be attributable to some defect in the goods.
  - (b) The Seller will indemnify the Company against any and all loss, costs, expenses and liabilities caused to it whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by the Seller of these conditions or of any terms of obligations on your part implied by the Sale of Goods Act 1979, by the Sale and Supply of Goods Act 1994 or by any other statute or statutory provision relevant to the order or to goods or work covered thereby.
  - (c) Whenever any sum of money is recoverable from or payable by you to the Company as a result of the operation of any of these conditions or any breach by the Seller of the same, such sum may be deducted by the Company from any sum then due or which at any time thereafter may become due to the seller under any other order or transaction placed or entered into by the Company with the Seller.
7. Detailed priced invoices bearing the order number showing trade discounts and stating destination and mode of transport are to be forwarded to 16 Portland Street, Birmingham B6 5RX.
8. Subject to these conditions, payment of any invoices received after the 5<sup>th</sup> of any month will be deferred until the last day of the month following the month of receipt.
9. The seller must send to the Company statements showing the totals of the invoices rendered during the month to reach the Company not later than the 6<sup>th</sup> of the month following.
10. Unless by special agreement empty cases and packing of any description are not to be charged. Reasonable care will be exercised in returning empties, where their return is required.
11. No extra charge will be considered or allowed unless previously agreed by the Company in writing.
12. Where work included in this order is required to be carried out on site payment will be made in accordance with payment received by the Company under the terms and conditions of the Main Contract referred to overleaf.

The seller agrees to indemnify the Company against any loss, damages, costs or expenses incurred by the Company arising out of, or any such loss, damages, costs or expenses paid or agreed to be paid by the Company in settlement of, any claim or claims by a third party;

  - for any loss, injury or damage wholly or partly caused by the goods or their use;
  - for any loss, injury or damage in any way connected with the performance or non performance of this contract or the Main Contract by the Seller.
13. The Seller shall sell and the Company shall purchase the goods in accordance with these conditions, which shall govern the contract to the exclusion of any other terms and conditions (subject to paragraph 14). No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Company and Seller.
14. If the goods and/or the work subject to this order are to be used in carrying out, or otherwise in connection with, another contract (the Main Contract) specified overleaf, this order will be subject to the contract conditions of such specified Main Contract in so far as the same are applicable and do not conflict with these purchase conditions. Details of any such Main Contract conditions will be supplied by us on request, but you will be deemed to have accepted the same as part of the terms of this order, whether such request has been made by you or not.
15. The Seller is responsible in the event of the Theft, Malicious Damage, Vandalism, Fire, Storm, Tempest in respect of goods and materials.
16. In the event of any non-observance by the Seller of any of these conditions the Company shall be entitled to delay payment without forfeiting any cash discounts.
17. The above conditions shall apply not only to this order but to all orders subsequently placed by the Company by or on behalf of the same employer in connection with the same work unless otherwise agreed in writing.
18. Property in the goods shall pass upon delivery to the Company.
19. This order is subject to the Governments Counter Inflation Legislation and its interpretation by the Price Commission. All deliveries or part deliveries whether in part or fulfilment of this order will be priced on your invoices at the amounts agreed at the date of this order. Any increased costs which arise after the date of order will be calculated by reference to those base amounts and must be shown separately. This Company will require full documentary evidence of all increased costs before your account is passed for payment. Your acceptance of this order will be deemed also to be the acceptance of the above conditions.