

Conditions of Purchase

1 Definitions

- 1.1 "Buyer" shall mean Responsive Engineering Group Ltd. or any of the trading divisions within the Responsive Engineering Group including, Weldex, Streamline, Presseex, and Exact all of Kingsway South, Team Valley, Gateshead, Tyne & Wear, NE11 0SH.
- 1.2 "Seller" shall mean the person, firm, company or other corporation the Buyer contracts to buy goods or services from.
- 1.3 "Goods" shall mean all or any of the goods or materials, which from time to time the Buyer contracts to purchase.
- 1.4 "Services" shall mean all or any of the services which from time to time the Seller contracts to supply.

2 Basis of Contract

- 2.1 These Conditions of Purchase comprise the exclusive basis on which the Buyer purchases Goods and in any resulting Contract these Conditions of Purchase shall take precedence over the Seller's Conditions of Sale.
- 2.2 No variation of, addition to, or deletion from these Conditions of Purchase shall be effective unless in writing and signed for and on behalf of the Buyer.
- 2.3 Where an order for Goods is to be delivered in instalments, each instalment shall constitute a separate Contract.
- 2.4 Any relaxation or concession that may be granted by the Buyer shall not invalidate impair or compromise these Conditions of Purchase in whole or in part and shall in no way effect or prejudice the Buyer's rights hereunder.

3 Warranty

- 3.1 Under this warranty Goods must be provided to replace any Goods proven to be defective when applied in accordance with Seller's written Instructions in applications recommended by the Seller as suitable for the Goods.
- 3.2 Warranty duration is to be 12 months.
- 3.3 All consequential loss suffered by the Buyer due to defective goods is to be the responsibility of the Seller.
- 3.4 The Seller shall furnish all necessary technical advice regards to the use of the goods.
- 3.5 The Seller shall indemnify the Buyer against all actions, claims or demands by any third party whether arising in contract or in tort or otherwise and whether arising directly or indirectly in connection with the use, functioning or state of the goods.

4 Claims and Acceptances

- 4.1 The Buyer shall inspect the goods on Delivery and shall, if requested, sign a receipt.
- 4.2 As soon as practicable the Buyer shall give notice to the carrier and the Seller as appropriate of any missing goods or any outward signs of damage to, or other non-conformity of, the goods together with details or the date and time of delivery and Invoice Number.
- 4.3 Goods ordered shall be charged at the price stated on the face of the Order.
- 4.4 Prices will be subject, where applicable, to VAT, Excise Duty and any other UK Government Tax or Duty (herein collectively referred to as "Taxes").
- 4.5 Except where otherwise agreed in writing the Price will normally include Delivery.

5 Customer Property (Free Issue items and materials)

- 5.1 All data, tools, patterns, material and other equipment ("Free Issue items and materials") loaned by the Buyer to the Supplier for use in connection with the order shall be and will remain at all times the property of the Buyer and be surrendered to the Buyer upon demand in good and serviceable condition (fair wear and tear expected) and are to be used by the Supplier solely for the purpose of completing the order.
- 5.2 Such supplies shall be at the risk of the supplier and insured at the Supplier's own expense.
- 5.3 The Buyer does not warrant the adequacy of any Customer Property furnished by them.
- 5.4 The Buyer shall accept no liability for any Customer Property received by the Supplier, from the Buyer in a damaged state, under or in connection with the order unless such damage is notified in writing to the Buyer within five working days of the receipt by the Supplier of such Customer Property.
- 5.5 Loss, waste, or damage to such materials while they are in the care of the Supplier shall promptly be made good by the Supplier, Buyer, or Third Party at the Supplier's cost.
- 5.6 All Scrap arising from Customer Property shall remain the property of the Buyer and must be disposed of by the Supplier in accordance with the Instructions of the Buyer and all proceeds of Sale of such scrap must be credited by the Supplier to the Buyer.

6 Payment Terms

- 6.1 Unless otherwise agreed, payment is 60 days from the date of Delivery.

7 Delivery

- 7.1 The Seller shall deliver goods to the Buyer at the address instructed on the Purchase Order. Special Methods of Delivery requested by the Buyer shall be paid for by the Seller at cost unless otherwise agreed in writing.
- 7.2 If Seller fails to fulfil any of the conditions stated in Buyer's Purchase Order, the Buyer is at liberty to cancel the Contract at no cost to the Buyer.
- 7.3 Any such cancellation is to be in writing without prejudice to the Buyer's right to recover any loss or damage sustained, and furthermore the Buyer shall have a lien on all or any of the Seller's Goods and Material until settlement of such claim.

8 Termination and Delay

- 8.1 The Buyer may by written notice of termination to the Supplier terminate the order in whole or part.
- 8.2 After receipt of such notice, and except as otherwise directed by the Buyer, the Supplier shall stop work under the order on that date and to the extent specified.
- 8.3 The Buyer's liability will be restricted to all costs incurred up until the date of the notice.

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8.4 The Buyer reserves the right, with reasonable notice, to amend at any time, by written notice to the Supplier the date of delivery requested by the Buyer, without liability to the Buyer.

9 Returns

9.1 In the event of the goods being despatched ahead of schedule or not complying with the Purchase Order the goods will be returned at the Seller's expense.

10 Tools

10.1 All tools, dies, moulds, patterns, drawings, jigs and any other special equipment (herein referred to as "tools") prepared especially for a contract shall be made available to the Buyer on request in the event of the Seller being unable to fulfil the remaining part of, or any future, Contract, at no extra cost.

11 Risk and Ownership

11.1 The risk in the Goods shall pass to the Buyer at the point of Delivery.

11.2 The ownership of the Goods shall also pass to Buyer as the point of Delivery.

12 Health and Safety

12.1 The Buyer shall receive from the Seller any technical literature relating to the Goods, which contains information on toxicological and/or fire and/or handling hazards.

13 Malice Majeure

13.1 The Buyer shall not be liable for any failure to perform obligations in whole or in part if failure is due to an Act of God, War, Government Regulations, Strike, Labour Dispute, civil commotion, Illness, Flood, Fire, Tempest of any other cause beyond the reasonable control of the Buyer.

14 Law

14.1 Any Contract to which these Conditions of Purchase apply shall be construed and take effect in accordance with English Law.