CONDITIONS

MURRAY AND WILLIS LTD

1. Definitions:
   "Company" means Murray and Willis Ltd (Company No 233455) whose registered office is at Units 4&5, Cannock Wood Industrial Estate, Cannock Wood Street, Rawnsley, Nr Cannock, Staffordshire, WS12 0PL

   "Goods" means the goods, articles and materials which are to be supplied by the Supplier pursuant to the Order including the provision of any Services that may be required;

   "Purchase Order" means the face of this document upon which the particular requirements of the Company are stated;

   "Order" means and comprises the Purchase Order, any documents referred to therein and these Conditions together comprising a contract of supply between the Company and the Supplier;

   "Services" means any design or other services to be provided by the Supplier either expressly described in the Order or as may reasonably be inferred to ensure the Goods conform with this Order;

   "Site" means the place to which the Goods are to be delivered by the Supplier as detailed on the Purchase Order;

   "Supplier" means the company identified in the Purchase Order;

   "Valid Invoice" means a VAT invoice that complies with condition 9 below.
2. The purchase order is an instruction by the Company to the Supplier to provide the specified Goods in compliance with the Order. The Supplier having previously given its offer or quotation to the Company upon which the Order is based shall satisfy itself as to the accuracy and acceptability of the Order and in the event the Supplier disagrees with any part of the order the Supplier shall identify to the Company in writing within 7 calendar days of the date of the Purchase Order the specific nature of the disagreement. Unless such notice is received by the Company the Supplier shall be deemed to have accepted the Order and the delivery of the Goods to the Site shall in any event be conclusive evidence of the Supplier's acceptance of the Order.
3. In the absence of any specified standard to the contrary, all Goods supplied by the Supplier shall
   (i) as a minimum, comply with European Directives, Legislation, British Standards, BSI quality Kitemark and CE standard as may be applicable to the Goods;
   (ii) be properly protected to prevent damage during transit, offloading and storage on Site;
   (iii) be in perfect condition free of patent and latent defects, and
   (iv) be supplied with all relevant information (including safety data sheets), documentation and instructions necessary for the safe use of the Goods.
4. The Company may elect to inspect the Goods at time of delivery, such inspection whether carried out or not shall not relieve the Supplier from any of its obligations under this Order.
5. The Supplier shall allow the Company reasonable access to its place of manufacture and or storage to inspect the Goods prior to their dispatch to the Site. Any tests required by the Order, or retesting consequent upon a failed test, shall be carried out entirely at the Supplier's cost. Any additional tests required by the Company shall be at the Company's cost save where such tests are required as a consequence of the Company (acting reasonably) having concern as to the actual quality of Goods supplied, in which case shall be borne by the Supplier.
6. The Supplier shall
   (i) Provide to the Company a 'certificate of conformity' certifying the compliance of the Goods with the relevant standards required by this Order;
   (ii) provide a uniquely numbered delivery ticket for countersignature by the Company at the Site;
   (iii) ensure its employees, agents and subcontractors operate in accordance with the Company's site safety procedures when accessing operating and loading/unloading within the Site;
   (iv) ensure its employees, agents and subcontractors and their vehicles comply with all relevant Health and Safety legislation and their general duty in respect of the care and welfare of the public and public highway;
   (v) provide all COSHH documentation in respect of any dangerous substances to the Company prior to dispatch of Goods to the Site;
   (vi) be responsible for and pay all costs associated with the cost of handling, transportation, taxation (with the exception of VAT), certification and;
   (vii) idemnify the Company against any claim for costs, losses and damages in respect of any royalties, or breach of any intellectual property rights associated with the supply of the Goods whether arising in the United Kingdom or elsewhere.
7. Unless the Purchase Order states otherwise, the rates and or prices quoted in this Order are fixed price and not subject to fluctuation for inflation. Quantities identified as 'provisional', 'approximate', 'estimated' or similar, are not warranted by the Company as the actual amounts required but will be instructed by the Company pursuant to this Order. Changes in quantities will not, in any event, be reason for varying the quoted rates and or prices.
8. All payment requests shall be in the form of a Valid Invoice. A Valid Invoice shall clearly identify the Supplier's VAT number, a unique invoice number, the date of issue, its issuing office and a contact name and number. The invoice shall be addressed to the Company at the office identified in the Purchase Order and shall identify the numbered delivery tickets for which payment is sought, description and quantities of the Goods supplied at the rates and or prices contained in the Order, or as may have been agreed in writing pursuant to the terms of this Order.
9. The Supplier may apply to the Company for payment for Goods delivered in accordance with this Order at monthly intervals. All Valid invoices for which no query is raised by the Company shall be paid by the Company not later than the end of the month following the month in which the Valid Invoice is received by the Company as its identified office.
10. In the event the Goods or any part thereof, fail any required test, or do not, in the Company's reasonable opinion, meet any standard required by this Order, or the Supplier commits any material breach of this Order, then the Company, acting reasonably, may at its sole discretion terminate this Order and cancel any undelivered Goods upon the giving of a written notice to the Supplier at its address stated in the Purchase Order. On termination, the Company's maximum liability to the Supplier shall be the cost of Goods supplied to the Site in compliance with the Order. The Company shall be entitled to recover from the Supplier as a debt due all reasonable costs arising from the procurement of the remaining goods from an alternative source, the cost of replacement and rectification of any work necessitated by defective Goods, and such further cost, loss and damages that may arise as a consequence of the Supplier's breach of the Order.
11. No party who is not a party to the Order shall be entitled to enforce any of the terms for its own benefit and the application of the Contracts(Rights of Third Parties) Act 1999 to the Order is expressly excluded.
12. The Order shall be subject of the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Court in respect of any dispute hereunder.