

# Robert Stuart Ltd Conditions of Purchase

## 1. DEFINITIONS

- 1.1. Firstly "the buyer" will mean Robert Stuart Ltd, registered number 398525 having its Registered Office at 10/11 Edinburgh Way, Harlow, Essex.
- 1.2. Secondly "the Order" will mean a purchase request on official paperwork from the Buyer under which goods or work is supplied.
- 1.3. Thirdly "the Seller" will mean the person, firm or company stated on the face of the Order.
- 1.4. Fourthly "the Goods" will mean all items covered by the Order.
- 1.5. "Delivery Date" will mean the date specified on the Order for delivery of the Goods.
- 1.6. "Lead Time" is the time from the Order date to the Delivery date.
- 1.7. "Price" will mean the Order price, exclusive of value added tax, but inclusive of all other costs.

## 2. ORDERS

- 2.1. No Order is valid, unless it is issued or confirmed on the Buyer's Official Order and signed by an authorised signatory.
- 2.2. The Price quoted in the Order will be firm for the duration of the Order, except where Seller and Buyer agree otherwise in writing.
- 2.3. The Order is liable to cancellation by the Buyer if not acknowledged by the Seller within 5 working days of the date of Order.
- 2.4. The acceptance of the Order indicates acceptance of the Conditions of Purchase and the requirements of the Order.

## 3. STANDARD OF THE WORK/GOODS

- 3.1. It is a condition of this Order that all goods supplied and all work done in the execution of the Order will comply in all respects with the Order specification and with any undertakings made by the Seller prior to the giving of the Order.
- 3.2. The Seller undertakes that all goods and services supplied by him shall be of good quality. The Seller recognises that the Buyer has placed the Order relying upon the expertise of the Seller and any statements or representations made by him.

## 4. INSPECTION

- 4.1. On giving reasonable notice the Buyer will have the right to inspect the goods or work during manufacture or testing with persons authorised by the Buyer.
- 4.2. Both during such inspection and upon delivery, the Buyer will have the right to reject all goods or work, which do not conform to the requirements of clause 3 above.
- 4.3. The Seller agrees that the Buyer may choose not to inspect the goods upon delivery. This does not remove the Seller of any responsibilities he has under these Conditions of Purchase. The Buyer will notify the Seller of any problems with the goods as soon as they become apparent.

## 5. QUALITY

- 5.1. Where the Seller supplies a certificate of conformance or test certificate, failure of the ordered goods or materials to match the certificate will result in the Seller being liable for all resultant machining and material costs incurred by the Buyer directly due to such failure.
- 5.2. The Seller undertakes to inform the Buyer of any non-conforming product; any changes in product and or process; changes of supplies; changes in manufacturing location; flow down the supply chain applicable requirements including customer requirements.
- 5.3. The Seller shall obtain approval from the Buyer for the disposition of non-conforming products.
- 5.4. The Seller will make the Buyer aware of the quality problems as soon as they become apparent.
- 5.5. The Seller will afford the Buyer the right of access along with customer and or regulatory authorities to the applicable areas of all facilities at any level of the supply chain involved in the order and to all applicable records.
- 5.6. Records of these activities will be held for a minimum of 5 years.

## 6. DELIVERY

- 6.1. Delivery dates cannot be changed without the Buyer's permission.
- 6.2. Late delivery will entitle the Buyer to cancel the contract.
- 6.3. Early delivery will entitle the Buyer to return the goods at the Seller's expense or at the Buyer's option keep the goods and make payment 60 days from the Order delivery date.
- 6.4. Unless otherwise agreed by the Buyer and the Seller, deliveries should be for the full quantity specified on the Order.
- 6.5. The delivery point, if not otherwise specified in the Order shall be Robert Stuart Ltd, 10/11 Edinburgh Way, Harlow, Essex. CM20 2DH.
- 6.6. The Buyer will not pay delivery charges unless incorporated in the Order Price.
- 6.7. Subject to prior agreement, the Buyer will accept for some commodities an overage or underage of not more than 5% of the Order quantity.

## 7. DELAYS

- 7.1. The Seller recognises that for time critical orders only where it is stated on the Order that "AOG" late delivery will cause the Buyer severe loss and agrees to pay compensation towards such loss at the rate of 5% per week.  
For example an order 3 weeks late will incur compensation of 15% of the total Order value. Compensation shall be computed as a percentage of the full value of the Order. **The maximum compensation shall not exceed 25% of the value of the Order.**

## 8. FORCE MAJEURE

- 8.1. In the event that the performance of either party's obligations are hindered by reasons of circumstances beyond their control (including, but not by way of limitation, industrial disputes) then that party will be under no liability whatsoever to the other party for any loss or damage.
- 8.2. In such an event the time for performance of any obligations will be extended by a reasonable period.
- 8.3. If due to the above Seller cannot meet the delivery requirements of the Buyer and such a delay would affect the Buyer's own delivery commitments then **either party may cancel the Order.**

## 9. WARRANTY

- 9.1. If the goods supplied are proved to be defective within 12 months of delivery then the Buyer may call upon the Seller (but without prejudice to the Buyer's other rights), to rectify the defects or replace the goods (at the Buyer's option) at the Seller's own expense.

## 10. PACKING

- 10.1. The Seller is responsible for ensuring that all goods will be properly packed and clearly labelled showing any information requested on the Order. All documents and labels will clearly show the Buyer's order number.

## 11. DOCUMENTATION

- 11.1. The Seller will send to the Buyer's Accounts Department at 10/11 Edinburgh Way, Harlow, Essex. CM20 2DH the following: -  
invoices fully priced and quoting the Order number, Advice Note number. Statements quoting invoice number and the Buyers Order numbers.  
Certifications and Reports as required by the Order.
- 11.2. Advice Notes quoting Order number are to be sent at the same time the goods are despatched. Advice Notes should be addressed to the Buyer at the place of destination of the goods.
- 11.3. All invoices must show separately the VAT rate and the amount of VAT charged and the Seller's VAT registration number.

## 12. OWNERSHIP

- 12.1. Title in and risk to the goods remains with the Seller until delivery has been made as specified in section 5 of these terms.
- 12.2. Unless otherwise agreed, the Buyer will pay the Seller for the goods within 60 days of delivery, provided that the goods meet all the other applicable conditions within these Conditions of Purchase.
- 12.3. Should the Buyer not pay for the goods within 60 days of delivery and such non-payment is not due to breach of these Conditions of Purchase by the Seller, then title to and risk in the goods will revert back to the Seller.

## 13. ASSIGNATION

- 13.1. The Seller shall not sub-contract, assign or otherwise dispose of the Order or any part thereof without the written consent of the Buyer. If the Buyer gives his written consent then the Seller will inform the Buyer of the name and address of the sub-contractor as well as a contact name to enable the Buyer to carry out inspection during manufacture and allow quality assurance of the sub-contractor.

## 14. PATENT, DESIGN & COPYRIGHT

- 14.1. The Seller will indemnify the Buyer against any claim for infringement of letters of Patent, Registered Design, Trade Mark or Copyright by the use or sale or any article or material supplied by the Seller to the Buyer. The Seller will indemnify the Buyer against all costs and damages that the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action.
- 14.2. The terms in 14.1 above will not apply if the Seller is providing articles, materials or goods where the Buyer solely provides the design.

## 15. INDEMNITY

- 15.1. The Seller indemnify the Buyer against any loss of or damage to the property of the Buyer or any other person by reason of any negligent act or omission of the Seller or his employees, sub-contractors or agents arising out of the execution of the Order. The Seller will indemnify the Buyer against any claims for injury to or death of any person by reason of any negligent act or omission of the Seller or his employees, sub-contractors or agents arising out of execution of the Order.

## 16. MISTAKES IN INFORMATION

- 16.1. The Seller shall be responsible for and shall pay extra costs occasioned by any errors or omissions in drawings, documentation or other information supplied in writing by the Seller, provided that these are not due to inaccurate drawings or information supplied in writing to the Seller by the Buyer.

## 17. TOOLING

- 17.1. Material, plant, tools, jigs or other equipment supplied by the Buyer solely for use in connection with Orders placed by the Buyer will remain the property of the Buyer, however, responsibility for their safe custody and maintenance in good condition, fair wear and tear excepted, will rest with the Seller.

- 17.2. Where the Order Price includes the cost of making or purchasing jigs, tools, fixtures etc, these become the property of the Buyer when title to the goods passes to the Buyer. On completion of the Order or its earlier termination these must be held in safe custody and maintained in good condition until such time disposal instructions are received from the Buyer.

- 17.3. For any jigs, tooling etc, ordered or associated with any Order the responsibility for the design of such tooling lies solely with the Seller, regardless of whether or not the Buyer has supplied the drawings, sample parts or information of any kind. It is the Sellers express responsibility to ensure that any such tooling, jigs, etc, produces parts that conform to the description in clause 3 of these Conditions of Purchase.

## 18. CONFIDENTIALITY

- 18.1. Technical information, drawings, design and other data supplied by the Buyer are confidential and must not, without the prior written consent of the Buyer be disclosed to any third party and will be used solely for the purpose of the Order.

## 19. PUBLICITY

- 19.1. The Seller will not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purpose of trade without prior written consent of the Buyer.

## 20. CANCELLATION

- 20.1. The Buyer shall be entitled to cancel this Order or part of this Order at any time by giving written notice to the Seller.
- 20.2. In any circumstances where the Buyer's Order is cancelled for any reason whatsoever, all and any advanced payments for designs, tooling, fixtures, materials, etc pertaining to the Order will be returned to the Buyer in full within 7 days of written notice of cancellation of the Order. [NB Clause 21.3 still applies].

- 20.3. If the Buyer, through no fault of the Seller, under these Conditions of Purchase contained herein, exercises his right to cancellation, then the Buyer shall be bound to pay a reasonable sum for and gain possession of any work done. This includes any jigs, tools, fixtures, drawings and components in any state of completion and such payment shall release the Buyer from all further obligations under the Conditions of Purchase.

- 20.4. If the Buyer exercises his right of cancellation arising from breach of these Conditions of Purchase by the Seller, then no financial or other liability whatsoever shall be incurred by the Buyer.

## 21. SUBSISTENCE

- 21.1. If any clause, sentence, paragraph, item or other part of these Conditions of Purchase or the application thereof to any party shall for any reason be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect. The said judgement of an appointed Arbitrator shall be limited and confined in its operation to the clause, sentence, paragraph or item or other part of the Conditions of Purchase Terms directly subject thereto and to the party or parties affected thereby.

## 22. LAW

- 22.1. The Conditions of Purchase will be interpreted according to the Law of England. The Buyer and the Seller both agree to submit to the non-exclusive jurisdiction of the English courts.