



Royde and Tucker Ltd - Conditions of Purchase

1 Definitions

In these conditions, the following expressions have the following meanings:

- "The Buyer" means Royde and Tucker Ltd or any subsidiary company which places an order with a supplier.
- "The Supplier" means the person, firm or company to whom this order is addressed.
- "The Order" means any Order requested by the Buyer to the Supplier made in writing on the Buyers Order form for the supply of goods, work or work and material services.
- "The Contract" means the order accepted by the Supplier.
- "The Goods" means the Article or Materials to be supplied and/or services to be rendered and/or to be performed under the Contract.

2 General

Any contract howsoever made, between the Buyer and the Supplier ("the Contract") shall incorporate and be subject to these Conditions according to their provisions which shall not be varied or abrogated unless such variation or abrogation is evidenced in writing signed on behalf of the Buyer and such evidence contains a specific reference to the conditions being varied or abrogated.

3 Orders

The Buyer will not be bound by any order unless it is placed on the Buyer's official order form and shall be entitled to cancel any order, which is not accepted by the Supplier within seven days from the date of the order form. All documentation sent from the supplier with regards to the order must reference the purchase order number and also the part number.

4 Price

The price shall be inclusive of delivery and packaging materials, but exclusive of all taxes, duties, royalties or other payments due to Government Authorities or other third parties unless it is expressly agreed in writing that such payments are included in the price.

5 Terms of Payment

Unless otherwise stated in the order, payment shall be 30 days end of month following delivery or performance. The Buyer reserves the right to set off any payment due to the Supplier against sums in respect of which the Supplier may be in default to the Buyer.

6 Property and Risk

The property and risk in the goods supplied shall pass to the Buyer upon delivery at the point of delivery stated in the order.

7 Alterations

No alterations whether as to quality, quantity, the specification, the price or the conditions of purchase shall be made to the order unless specifically agreed to in each case by the buyer in writing.

8 Samples

If samples are specified on the order the supplier shall submit samples for format approval and exchange. Delivery of the bulk of the order shall not be started until the buyer has communicated its approval in writing.

9 Inspection

The buyer reserves the right to inspect on the Supplier's or his subcontractor's premises all materials and components produced for the buyer and any work done or being done by the supplier on behalf of the buyer. The supplier hereby grants the buyer access to all normal working hours for this purpose. Any inspection checking or approval given on the buyer behalf shall not relieve the supplier from any statutory or contractual obligations.

10 Approval and Acceptance

All goods supplied and work and services performed under the order shall be subject to acceptance and approval by the buyer and, in addition, in the case of services supplied, by the buyers client.

11 Drawings

Any specifications, plans, drawings, patterns or designs supplied by the buyer shall remain the buyers property and must be returned on request. Drawings issued with an order are subject to revision control, all previous drawings must be destroyed. Acknowledgement of drawing receipt will be required from the Supplier.

12 Tools

All tools, dies and moulds whether wholly or partially owned by the buyer shall be used for the manufacture of goods for the buyer only and shall be maintained in good condition by the supplier at his expense. The supplier shall not dispose of such tools, dies and moulds except with the prior consent in writing of the buyer. The buyer reserves the right to remove any tooling wholly owned by them from its suppliers or its subcontractor's premises at any time should requirements not be satisfied.

13 Delivery

The order is placed on the understanding that deliveries and/or performance will be provided strictly in accordance with the Buyer's requirements as stated in the order or in any agreed delivery or performance schedule and the Supplier accepts that, where specified by the Buyer, time is of the essence. The Buyer reserves the right to refuse acceptance of goods which are supplied in excess of the Buyer's requirements as stated in the order and the Buyer accepts no liability for such goods. Such excess goods may be returned at the Supplier's risk and expense. For the avoidance of doubt where it is agreed that the Supplier shall unload the goods on the Buyer's site, such activity will be construed as services for the purpose of the order.

14 Quality

All goods supplied or used in purchase of the Order shall be of the highest quality consistent with their intended purpose or application and suitable in every aspect for the purpose for which they are required and correspond in every respect with any sample, patent, specification, description or drawing relating thereto. The buyer reserves the right to reject any goods (whether delivery has been accepted or not) which do not conform to the quality, standard or description specified in the contract and (without prejudice to any other remedies which may be available to the Buyer) to return the rejected goods to the supplier at the suppliers risk and expense. In the event of goods being rejected as above the buyer may either require the supplier to supply further goods in accordance with the contract, or the buyer may obtain similar goods from alternative sources and recover any price difference from the supplier.

15 Products supplied by the buyer

Any products supplied by the buyer for the use by the supplier shall remain the property of the buyer notwithstanding any work or process carried out on the products by the supplier. The supplier shall hold the products as bailee for the buyer and shall store and protect them so that they shall at all times be identifiable as property of the buyer provided that the supplier may until the occurrence of any of the events specifies in condition 15 below process or deal with the products for the purpose of fulfilling the order.

16 Suppliers Default

In the event of a breach by the supplier of any terms, conditions or warranties contained in the purchase order or the failure of the supplier to remedy any default or if the supplier becomes insolvent, or if a receiver of its business or assets is appointed, or makes any assignment or arrangement for the benefit of its creditors then in any one or more of such cases the Purchaser without prejudice to any other rights it may have may:

- Cancel any undelivered goods and shall not be obliged to make any payment therefore or in respect of such cancellation.
- Take possession of any of the goods held by the supplier in which property is in or has passed to the buyer and for this purpose enter upon any premises of the supplier and sever the same from any assets of the supplier
- Resell all or any of the goods without further notice to the supplier upon such terms and conditions as the buyer may in its discretion determine.

17 Indemnity

The Supplier shall indemnify the Buyer against any loss, damage or injury suffered by the Buyer, any claim in respect of loss, damage or injury made against the buyer by third parties and any cost and expenses arising in connection with them which result from the supplier's failure to comply with the Contract (whether negligent or otherwise) and in particular resulting from any defect in the goods or their materials, construction, workmanship or design, other than Goods prepared exclusively in accordance with a design instruction given by the Buyer. The buyer may at its discretion permit the supplier to rectify any defect at the supplier's own cost. The supplier shall be at all material times adequately insured with a reputable insurer against all insurable liability of the supplier under the contract and provide evidence of such insurance upon request of the Buyer.

18 Health and Safety

(a) The Supplier shall take all reasonable precautions to ensure the health and safety of its and the Buyer's employees while on the Buyer's premises and, without prejudice to the generality of the foregoing, shall provide all Health and Safety Data Sheets as may be required to be provided to comply with all statutory requirements.

(b) The Buyer shall not be liable to the Supplier in any civil proceedings brought against the Supplier under any Health and Safety Regulations made pursuant to the Health and Safety at Work etc. Act 1974 as amended or re-enacted from time to time, where such exclusion of liability is permitted by law.

(c) The Supplier shall indemnify and keep indemnified the Buyer in respect of any liability, monetary penalty or fine in respect of or in connection with the goods or services incurred directly or indirectly by the Buyer under the Health and Safety at Work Act 1974 as amended or re-enacted from time to time and/or Regulations, orders, directions or Codes of Practice made there under arising or resulting from the Supplier's default.

19 Cancellation

(a) In the event of non-performance or under-performance of services or of non-delivery of the whole or any part of the goods within the period stated in the order or, if no period is stated, within three months, the Buyer shall have the right to cancel the order or the part then undelivered or not performed without prejudice to any claim which the Buyer may have arising out of such non-delivery, non-performance or otherwise.

(b) The Buyer is entitled to cancel any undelivered or non-performed part of this order forthwith by notice given to the Supplier in writing, by telex, fax, and email, if the Supplier makes any assignment for the benefit of creditors or if a receiver or administrator is appointed in respect of all or substantially all of the Supplier's property or if the Supplier becomes insolvent or goes into liquidation (except for the purposes of amalgamation or reconstruction).

20 Force Majeure

Either party may totally or partially cancel an order or delay delivery or performance during any period which:-

(a) its performance is prevented or hindered by circumstances beyond its reasonable control including but not limited to requisitions by Government Authority, war, strike, lock-out, plant break-down, unavailability of raw materials, riots, disease, Act of God, storm, failure of public utilities or common carrier, or

(b) the need to comply with legislation or reasonably anticipated legislation has the effect of preventing or hindering the free manufacture, sale, delivery, use or supply of the goods or services or of materials to be made by the Buyer from or incorporating the goods.

21 Intellectual Property Rights

Royde & Tucker Ltd holds copyright and asserts rights of design on all the designs and design detail associated with the Royde & Tucker range of products, their components and the Royde & Tucker name and RT logo (which are incorporated in the trade dress) are registered trade marks. Furthermore Royde & Tucker Ltd holds a number of patents which apply to both product and certain components within products. Where the Supplier is supplying parts to Royde & Tucker Ltd's specification the Supplier acknowledges and accepts Royde & Tucker Ltd's rightful claim to ownership of IPR, whether, design registration, trade dress, trade mark or patent as relevant. Royde & Tucker Ltd also asserts rights of design and copyright over the modular incorporation of proprietary products from the Supplier within the Royde & Tucker product range which may themselves be covered by design registration, trade dress, trade mark or patent as relevant. Any use of the RT brand or Royde & Tucker name must be expressly approved by Royde & Tucker Ltd prior to use. Provision of a drawing incorporating either the brand log or name as part of the specification may be interpreted as approval, but only for the parts covered by the order for which the drawing was supplied.

22 Carriage and Packing



The Supplier shall provide suitable containers and/or packing materials for the sale, delivery and reasonable storage of goods supplied, all such containers and packaging to comply with any requirements in force at the time of delivery. Where it has been agreed that such containers and packing materials are returnable and charged for, their cost is to be credited in full when they are returned. Such return (to the point specified by the Supplier) to be at the Supplier's expense.

23 Waiver

Failure or delay by the buyer to enforce any of its rights against the supplier shall not be construed as a waiver of such rights

24 Confidentiality

The Supplier undertakes on behalf of itself, its employees, agents and sub-contractors (if any) to treat all information obtained as a result of fulfilling the order regarding the business, products, operations and organisation of the Buyer as confidential and to use such information solely for the purpose of the order.

25 Governing Law

These terms and conditions and the order generally shall be governed in all respects by English Law and all disputes arising from it shall be referred to the English Courts.