



## **Lofting Services North West Limited Suppliers Terms and Conditions**

### **1. General**

This Order is to be construed and have effect in accordance with English Law, and shall be subject to the exclusive jurisdiction of the English Courts to which parties submit. Unless expressly accepted by us in writing, no modification or addition to these conditions by you or which you apply or purport to apply will form part of the Order. By taking action on this Order you are deemed to and do accept these conditions.

### **2. Authorisation**

We accept no liability for any Goods delivered or services provided unless the Order has been placed or amended on our behalf by a duly authorised officer of our Buying Department.

### **3. Delivery**

Time of delivery is of the essence of this Order. Delivery will be at your expense, unless otherwise agreed and stated on the Order. Delivery to be made to our premises, or other address specified, and within stated time specified to you prior to the delivery of Goods. Without prejudice to any other rights we may have, we reserve our right to cancel this Order, in whole or in part, if delivery is not made within time stated, or (at our discretion) to buy the same or similar Goods from another seller and recover from you the element of the cost of buying Goods from another seller which exceeds the price paid for the goods subject to this Order. Any acknowledgement made on our behalf that Goods have been delivered shall not constitute an acceptance that the Goods comply with the terms of this Order.

### **4. Despatch**

A separate Advise of Despatch must be present with delivery of Goods, clearly stating quantities and/or weights together with a description of Goods delivered, referring to the Purchase Order and relevant details.

### **5. Invoice**

Detailed invoices must be sent direct to Lofting Services North West Limited, Unit 1, Oakden Drive, Denton, Manchester, M34 2QN (or other address notified by us) within 1 week of despatch of goods.

### **6. Price**

The price as stated on this Order is fixed, unless otherwise agreed with us.

### **7. Packages**

No charge is to be made for packaging and non will be allowed for packaging or cases, unless otherwise agreed on the Order. You will comply with such handling, packaging and labelling instructions as we may specify from time to time.

### **8. Payment**

Payment will be made within 60 days following the month of invoice (unless otherwise agreed)..

## **9. Guarantee**

You warrant, undertake and guarantee that the Goods will be free from defects in material, design and workmanship, that the Goods will conform in every aspect with the specification, drawings, samples, descriptions and requirements as regards test and inspection provided by us, and be suitable for the purposes intended by us and with the conditions and warranties expressly or implicitly imposed by statute, common law or otherwise.

## **10. Inspection and Testing**

Unless otherwise agreed with us, you will supply, free of charge, certified copies of records of tests and inspections, and will grant to our nominated representatives a right of access at all reasonable times to check progress, carry out or witness tests or inspection procedures.

## **11. Performance**

Any performance characteristics specified by you in any tender or literature prepared by you or in the Contract shall be of the essence and relied upon by us. You will inform us immediately of any modification affecting performance or specified characteristics. We shall not be bound to accept any modification unless we have agreed to do so in writing.

## **12. Defects**

Without prejudice to any other rights we might have, if Goods are defective on delivery or inspection, or prove defective after they have been put into service in normal usage, you will remedy the defect by replacement or repair free of charge, these conditions will also apply to any Goods repaired or replaced.

## **13. Rejection**

If the Goods do not comply with the Order or the conditions herein are not complied with or broken by you or in our opinion it is clear that you will be unable to perform fully your part of the Order, we may reject the Goods or cancel this Order or any part thereof at our option by giving written notice. Any rejected Goods will be returned at your risk or expense, whether the title has passed or not. You will repay to us any money paid in respect of rejected or undelivered Goods. We reserve the right to recover from you such expense as we may incur occasioned by your default.

## **14. Variations**

You will execute and comply with such variations within the scope of this Order as shall be ordered by us and shall be paid such prices and extra costs as may be reasonable and agreed by us.

## **15. Passing of Property**

You warrant that you have full clear and unencumbered title to the Goods. Title and property in the Goods shall pass upon delivery and in the case of delivery by instalments upon delivery of each instalment. Risk in the Goods shall pass upon delivery and when the Goods have been found by us to be in accordance with the Order. Where the Goods are ready for delivery but retained by you pending delivery instructions, title shall pass upon payment but risk of Goods shall only pass upon delivery.

## **16. Force Majeure**

We shall not be liable to you for failure to accept delivery and when the Goods have been found by us to be in accordance with this Order resulting from breakdown of plant or fire, explosion, accident, strike or any other event of any kind beyond our control. If you are prevented from effecting delivery by such cause we may cancel the Order and recover from you any sums expended in connection herewith.

## **17. Confidentiality**

This Order and its subject matter is to be treated as confidential and you shall not publicise, refer to or divulge to any third party without our consent any detail hereof, nor any matter related hereto.

## **18. Insurance**

You will maintain at your expense a policy of insurance to cover to their full value any goods, drawings or articles of any kind submitted by us to you in connection with this Order against damage by theft, fire or other natural hazard of wilful injury.

## **19. Indemnity**

Without prejudice to any rights we have under these conditions or otherwise, you shall be liable for all direct, indirect and consequential loss arising from any breach of the provisions of this Order. You will indemnify us and keep us indemnified against any claims, costs, expenses, loss or damage caused to any persons arising directly or indirectly out of defect in the Goods, the subject of this order .

## **20. Patents**

You will pay all royalties on patents, and will be solely responsible to the patentees in case of any infringement of patent rights or goods or processes employed in connection with the Goods, the subject of this Order.

## **21. Bankruptcy**

If you shall become bankrupt or insolvent or have a receiving order or administration order made against you or shall make up any composition or arrangement with creditors or if a resolution shall be passed or an order of the Court be made that you would be wound up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed we shall be entitled without prejudice to any other right or action which we may have, to cancel this Order.

## **22. Sub-contract Control**

No part of this Order may be further sub-contracted without prior permission from our Quality Department who reserve the right to carry out inspection at any stage of manufacture, on your premises or those of your sub-contractors.

## **23. Waiver**

No act or omission or admission made by us shall constitute a waiver of or release you from any liability under these conditions.

## **24. Free Issue Material**

It is essential that material sent to you free issue for further workmanship, is readily identifiable on return to this company. To this end you must ensure that marks of identification are correctly carried forward at all stages of your production.

## **25. Right of Access**

As the supplier you will grant to us, our customer, their customer or any nominated regulatory body a right of access to your premises at all reasonable times to check progress, carry out or witness tests or inspection procedures.

## **26. Process Changes**

You will inform us immediately of any anomalies, changes in definition and any changes to the approval of your processing that may affect the product or service provided.

## **27. Organisational Changes**

You must inform us of any changes within your organisation that may affect the products or services you provide.

## **28. Quality Assurance Requirements**

Unless otherwise instructed you will manufacture/inspect and/or release/supply with the Quality requirements stated on this Order. Any queries regarding Quality and Release requirements shall be directed to the Central Quality function within our Technical Services.

## **29. Record Retention**

Unless otherwise specified in the Purchase Order the following quality records will be maintained permanently; release and material C of C, Concession or deviation permits, drawing and design changes, product traceability/serialisation documents e.g. production router or traveller. All other quality documents shall be maintained for a minimum of 5 years. Permanent records can only be disposed of with the approval of Lofting Services North West Limited or governing regulatory authority.

N.B. this clause is only relevant to materials and goods that are supplied for the intended use in Lofting Services North West Limited deliverable products.