

DECCO LIMITED

TERMS AND CONDITIONS OF PURCHASE

1. In the following terms and conditions "the Company" means Decco Limited. "The Seller" means the person to whom this order is addressed. "The Goods" means those articles, materials, supplies and services described or referred to in this order. "This Order" means these terms and conditions and any provisions appearing on the face of this order and any additional conditions particularly incorporated into this purchase order by memorandum in writing signed by or on behalf of the Company.
2. Acceptance of this Order by the Seller constitutes acceptance of these terms and conditions which shall prevail over, supersede and exclude any inconsistent terms or conditions contained in or referred to in the Seller's acceptance or correspondence or elsewhere, and the Seller accepts unconditionally to supply the Goods in accordance with the express terms and conditions herein set out.
3. No alteration or exclusion of these terms and conditions and no alteration in respect of the quantity, quality or specification of the Goods in this order shall be binding upon the Company unless made by the Company in writing.
4. The property and the risk in the Goods shall pass to the Company when the Goods have been accepted by the Company at the address for delivery stated in this order.
5. The Company's official receipt for the Goods shall not constitute acknowledgement of the condition or nature of the Goods. If it is found within a reasonable time after the delivery of the Goods to the address for delivery that the Goods or part of them are not in accordance with the contract or do not comply with their description or sample or are not of merchantable quality or are not suitable for the purpose for which they are intended then the Company shall have the right to reject the Goods or any part thereof and to require the Seller to remove the Goods or any part thereof and to refund to the Company the price and all expenses directly incurred by the company in consequence of such rejection or removal.
6. The time of delivery of goods and the rate of deliveries requested by us are of the essence of this Contract and we reserve the right of alteration or cancellation in the event of failure to deliver at the specified time and rate, together with all consequential rights. The acceptance by us of any quantity of goods smaller than the specified instalment shall not constitute any waiver of right on our part to cancel the balance of the Contract. The Buyer will deduct from amount of invoice any excess costs resulting from Seller's disregard of Buyer's forwarding instructions, if any.

All deliveries must be carriage paid, unless prior agreement has been made.
7. The Goods delivered in pursuance of this Order must be accompanied by a delivery note which must be delivered with the Goods to the address for delivery specified herein.

The delivery note must state:
 - a) Number of this Order;
 - b) Full details of Consignment;
 - c) Date of despatch;
 - d) Total number of Outers;
 - e) Name of Carrier;
 - f) A unique serial number which is subsequently to be quoted on the Seller's invoice;
 - g) Name and address of the Company's branch and its Branch number.
When delivery is by the Seller's own transport a delivery note is to accompany the consignment and will be retained by the relevant Company branch. Delivery may not be accepted by the Company unless the above requirements are fully met.
8. A separate invoice in duplicate in respect of each delivery of the Goods must be provided and must state details of the Goods so delivered, the address at which the goods were delivered, the number of the delivery note and the number of this Order. Such an invoice must be sent to the Branch to which delivery is made and must be sent by pre-paid post. Monthly statements should be sent to this branch.
9. Notwithstanding the date of the Seller's invoice the period allowed by the Seller for payment of the Goods will commence by reference to the latest of the following dates:
 - a) The date of the Seller's invoice; or
 - b) The date of receipt of the Goods by the Company.
 - c) If the date of the Company's Receipt of invoice is later than seven days after despatch of the Goods and the date of receipt by Company of the Seller's invoice.
 - d) Any other date agreed by the Company and the Seller.
The period applicable to discount for cash settlement by the Company shall also commence on the latest of the above dates.
10. No variation in the price of goods will be accepted unless twenty-eight days prior written notice has been given to the Company of such a variation.
11. In accepting this Order the Seller warrants that the Goods will at the time of delivery be of the nature, quantity, substance and quality described and will comply in every respect with every statute, statutory rule, or order or regulation which relates to or control the nature substance, quantity, quality, fitness for purpose or (except in the case of own label goods) labelling of the Goods and the Seller further warrants that the sale or use of the Goods by the Company will not infringe any patent trade mark, name, registered name or any other protection. The Seller undertakes to indemnify the Company against all loss, damage costs or expenses which the Company may suffer or incur by reason of any breach of such warranties and against any claim for any loss or damage or injury whatsoever made upon the Company by any third party arising out of the failure of the Seller to supply the Goods in accordance with the terms of this Order.

Deliveries made over the quantities ordered may be rejected or accepted at our option and if rejected will be held at the Supplier's risk and returned carriage forward.
12. This order may be cancelled at any time by the Company giving the Seller notice in writing and in such circumstances the Company shall only be liable to pay to the Seller the contract price for such of the Goods already delivered or in course of delivery to the Company at the time of such cancellation. The Company shall not be liable for any loss to the Seller including consequential loss arising by reason of such cancellation.
13. We reserve the right to suspend acceptance of delivery during any period in which our business may be disorganised by strikes, lock-outs or other incidents of whatever kind beyond our control.
14. Ownership of the goods will be vested in us only after delivery in accordance with the Purchase Order notwithstanding that the goods are collected by our own transport and the Supplier will remain responsible to make good loss or damage to the goods howsoever occasioned at any time prior to delivery. This order is based on the condition that if any of the items in it are at some future date reduced in price or discounts to the trade increased, you will provide this Company with full compensation for the reduction in value of our stock holding consequent upon and at the date of such price reduction or increase in trade discounts.
15. No responsibility can be accepted or payment made in respect of pallets, containers, packing cases, packing materials, and/or bobbins, but every care will be taken to ensure their return, carriage forward. Returnable packing must be shown as such on all documents.
16. The order is placed on the condition that the Seller shall not assign it or any interest therein, including any payment due or to become due with respect thereto, without the Buyer's prior written consent.
17. Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer or any of its associated companies against any amount due or owing to Seller with respect to this order.
18. Any breach by the Seller of any term of this Order either regarding time of delivery or otherwise shall (whether the Company has accepted the Goods or any part thereof and whether the property in the Goods has passed to the Company or not) entitle the Company at its option either to treat this order as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.
19. **WEEE and Environmental Compliance** It is a condition of this order that you, the Supplier, accept all Producer responsibilities for the goods, as defined by the WEEE legislation. All goods must be appropriately marked and conform with all other current environmental legislation.
20. This order shall be construed and governed in all respects by English Law and the English Courts shall have jurisdiction to entertain any action brought in connection with or arising out of this Order.