



BAILEY MORRIS LIMITED TERMS AND CONDITIONS OF PURCHASE

1. **DEFINITIONS** : In these conditions: "Order" shall mean a Bailey Morris Limited Purchase Order under which Goods are to be supplied and/or Services performed. "The Purchaser" shall mean **BAILEY MORRIS LIMITED**. "The Supplier" shall mean the person, firm or company stated on the face of the Order form. "The Goods" shall mean all the goods and articles, whether raw material or finished products, covered by the Order. "Services" shall mean all work and/or services to be performed by the Supplier pursuant to the Order.
2. **ACCEPTANCE OF ORDER**: The Order shall not be binding upon the Purchaser until these terms and conditions are accepted by receipt of an acknowledgement or commencement of work on the Order whichever is the earlier. The Purchaser reserves the right to reject any acceptance which is received by the Purchaser more than fourteen working days after the date of the Order. These terms and conditions shall have precedence over any other purported conditions appearing on any document or correspondence from the Supplier, and any such other purported conditions shall have no effect whatever except insofar as they are expressly agreed in writing by the Purchaser. No amendments or variations to the Conditions of Order shall be valid unless agreed to in writing by the parties, such agreement being evidenced on an official Order Form.
3. **AUTHORITY**: The Purchaser shall not be liable for any order, order amendment or instructions to proceed with orders unless and until authorized or confirmed in writing on the Purchaser's printed Order or Amendment form. No order will be validated unless confirmed in writing.
4. **PRICES**: Unless specifically agreed in writing otherwise all prices that are confirmed shall be fixed firm and not subject to any form of surcharge or variation.
5. **DELIVERY**: Any time or period for delivery despatch performance or completion by the Supplier shall be of the essence. Without limitation, the Purchaser shall be entitled to cancel the Order and/or claim reimbursement for all losses, costs and expenses suffered in the event (a) the Supplier fails to deliver Goods or provide Services in accordance with the terms of the Order or (b) the Supplier fails to make progress with the Order so as to jeopardise the purpose of the order the Supplier undertakes to notify the Purchaser in writing without delay of any change in circumstances which may delay delivery and/or performance.
6. **SUB-CONTRACTING AND ASSIGNING**: None of the Goods or Services shall be sub-contracted without the prior written permission of the Purchaser. The Supplier shall remain responsible for the performance of the Order and shall not assign the Order or his right to payment hereunder.
7. **QUALITY**:
 - (a) Goods shall be of sound quality and to the reasonable satisfaction of the Purchaser and shall conform as to description, specification and quantity with any particulars specified in this Order and in any variations thereto
 - (b) Goods shall conform in all respects with the requirements of the Health & Safety at Work etc. Act and any other statutes, orders, regulations or by-laws from time to time in force.
 - (c) The Purchaser's representative shall be entitled on the Purchaser's authority to have access to the Supplier's premises and those of its sub-contractors to witness the progress, inspection or testing of the Goods and/or Services at any reasonable time.
 - (d) The Supplier shall be subject to whichever of the following quality assurance conditions which are relevant to the Order
 - (i) The Supplier shall ensure that the Goods are accompanied by a Certificate of Conformity.
 - (ii) The Supplier shall ensure that the Goods are accompanied by a Test Certificate.
 - (iii) The Supplier shall ensure that the work is carried out in accordance with the Supplier's ISO9001/200 Approval or other quality plan approved by Bailey Morris quality assurance.
8. **PACKING, DELIVERY AND MARKING**: All Goods supplied against the Order must be adequately protected against damage and deterioration in transit and delivered to the Purchaser's address, carriage paid, or as otherwise notified in writing to the Supplier and must bear the Purchaser's Order number on the packages thereof. The Goods shall be at the Supplier's risk until delivered to the Purchaser at the point specified in the Order unless the Purchaser otherwise agrees in writing. Unless otherwise provided in the Order all containers and packing materials supplied by the Supplier shall be considered non-returnable and their costs included in the price. Where the Purchaser receives Goods or Services unexamined the Purchaser's right subsequently to inspect and reject them if they do not comply with the Order or claim for shortage shall not be prejudiced. When Goods are rejected, they will be returned at the Supplier's risk and expense.
9. **PASSING OF PROPERTY**: Property in the subject matter of the Order shall pass to the Purchaser upon delivery provided that any passing of title shall not prejudice either the Purchaser's right to reject for nonconformity with Order or any other rights that the Purchaser may have under the Order, and provided that where advance or progress payments are made, title but not risk shall pass to the Purchaser as soon as items are allocated to the Order. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser.
10. **PAYMENT**: Failure to attend to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Purchaser on account of the Supplier's failure :
 - (a) to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated in the Order or,
 - (b) to send a monthly statement of account by the 6th of the month quoting the invoice numbers applicable to each item thereon, or
 - (c) to mark clearly the Order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence, or
 - (d) to provide any certificate or other documentation required under the Order.
 All payments made shall be without prejudice to the Purchaser's rights should the Goods and/or Services prove unsatisfactory or not in accordance with the Purchaser's Order or instructions.
11. **SUSPENSION**: In the event of any interruption of the Purchaser's business due to circumstances beyond the Purchaser's control such as but not limited to any industrial dispute, fire explosion or accident which would prevent or hinder the use of Goods or Services the Purchaser shall have the right to suspend the Order until such circumstances have ceased. Any time for performance of the Order shall be extended by the period of suspension.
12. **CONFIDENTIALITY** :
 - a) The Supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purposes of trade without the prior written consent of the Purchaser.
 - b) Technical information, drawings, design and other data supplied by the Purchaser are confidential and shall not without prior written consent of the Purchaser be disclosed to any third party and shall be used solely for the purpose of the Order.
 - c) Where drawings or other data are issued, the Supplier shall exercise proper custody and control and return/dispose of such in accordance with the Purchaser's instructions.
13. **PATENT AND OTHER RIGHTS**: All rights (including ownership in copyright) in any such specifications, plans, drawings, patterns, models or designs as may be issued or made available to the Supplier by the Purchaser pursuant to this Order shall remain solely in the ownership of the Purchaser and the Supplier shall not (except to the extent necessary for the implementation of this Order) without the prior written consent of the Purchaser use or disclose such specifications, plans, drawings, patterns, models or designs or any information (whether or not relevant to this Order) which the Supplier may obtain pursuant to this Order.
14. **INTELLECTUAL PROPERTY INDEMNITY**: The Supplier shall keep the Purchaser indemnified in respect of any claim of infringement of intellectual property rights by the use or sale of any Goods or Services supplied under the Order and against all losses, expenses, costs and damages for which the Purchaser may become liable or may incur in connection with any such claim.
15. **DEFECTIVE MATERIALS/WORKMANSHIP**: The Supplier will, at the Purchaser's request and option remedy, repair or replace any defective item or items free of charge. The Supplier shall keep the Purchaser indemnified in respect of; ill, loss, damage, injury, liability, cost and expense which results during proper use directly or indirectly in whole or part from defective Goods and/or Services, including but not limited to incursion of any Statutory Liability. The Supplier shall also keep the Purchaser indemnified against any damage to the Purchaser's property (including without limitation any materials, tools or patterns sent to the Supplier for; my purpose) and against any claims for loss or injury to any person or to the property of any person or to the extent caused by the Supplier's negligence or any act or omission on the part of the Supplier's employees, sub-contractors or agents arising out of the performance of the Order.
16. **HEALTH AND SAFETY AT WORK ACT 1974**: In accordance with the requirements of the Health and Safety at Work Act 1974 and any re-enactment or amendment thereof, any safety precautions required for the handling of the material covered by the Order are to be clearly indicated on each consignment.
17. **INSOLVENCY**: Without prejudice to any other remedy, the Purchaser shall be entitled at any time by notice in writing to terminate this contract without compensation to the Supplier, and to collect forthwith all material, tools and articles of any description provided to the Supplier by the Purchaser, in the event that :
 - (a) the Supplier ceases trading or becomes insolvent or makes any composition or arrangement with its creditors or has a receiver, administrative receiver or similar person appointed to it, or
 - (b) any petition is presented for the Supplier's winding-up, or
 - (c) the Supplier passes any resolution for the Supplier's winding up, or
 - (d) the Purchaser reasonably apprehends that any of the above events is about to occur and notifies the Supplier accordingly.
18. **WAIVER**: Any concession or indulgence made by the Purchaser shall not be considered: a waiver of the Purchaser's rights under the Order unless specifically authorised in writing on the Purchaser's printed order or amendment form.
19. **DOCUMENT STORAGE**: Notwithstanding any copyright or other restrictive markings relating to any document, item, or other media provided by the Supplier, and without prejudice to any other rights of the Purchaser relating thereto, the Purchaser shall have the right to copy any such document item or media, in any format, as may be reasonably required for its own internal purposes in connection with use under any document/information storage/retrieval system.
20. **DIRECTIONS FOR INVOICE AND ACKNOWLEDGEMENTS**: Suppliers invoices are to be sent to the Purchaser's Accounts Department, and acknowledgements of Order to title Purchasing Manager at the Purchaser's address shown overleaf.
21. **CONFORMANCE TO SPECIFICATIONS**: Without limitation, all Goods and Services shall conform as to quantity, quality and description with the particulars and/or specification contained in the Order and unless specifically agreed otherwise all materials to be supplied under the Order will be new. (Samples or patterns provided by the Supplier and approved by the Purchaser then the Goods or Services shall not be inferior in any respect to the said samples and patterns). Over supply will only be accepted and paid for upon written confirmation of acceptance by the Purchaser who shall be under no obligation to provide the same.
22. **PROGRESS REPORTS**: If requested the Supplier shall submit to the Purchaser a regular Progress Report detailing progress towards completion of the Order. The contents and frequency of said Progress Report shall be as specified on the face of the Order Form, or otherwise agreed between the Purchaser and the Supplier.
23. **LAW AND CONSTRUCTION**: The construction validity and performance of the Order shall be governed by the Law of England and subject to the exclusive jurisdiction of the English courts. Clause headings are for convenience only and shall not affect interpretation.