



Component Solutions  
Fastener & Component System Specialists

## CONDITIONS OF PURCHASE

### 1. DEFINITIONS

"Buyer" means BF Component Solutions Ltd and its successors and assigns.

"Seller" means the person, firm or company which is to supply the Material under the Order.

"Material" means all goods, services or other things or any parts thereof to be supplied under the Order.

"Order" means the order or contract placed or agreed by the Buyer with the Seller for the supply of goods, services or any other things or any parts thereof and including these Conditions and all instructions, documents, specifications and drawings (if any) referred to therein. The Order shall constitute the complete agreement between the Seller and the Buyer. No variation thereof will be binding upon the parties unless covered by an amendment to the Order in a form duly signed by an authorized representative of the Buyer.

### 2. NATURE OF SUPPLY

The seller undertakes to supply the Material in sole accordance with the terms of the Buyer's Order, such material (where applicable) to be in new and unused condition and suitably painted, (**coated**) protected, packed and marked for shipment as specified. Any deviations required by the Seller, should be acknowledged by an amendment to the Buyer's order, until this is done the original order issue is binding in all cases.

### 3. VARIATIONS

The Buyer reserves the right at any time to make changes in all or part of the Order. If as a result of such changes an increase or decrease in the consideration or in the time required for performance of the Order is appropriate, an equitable adjustment shall be made. Unless the Seller notifies the Buyer to the contrary within fourteen days of receiving notice of such variation, the consideration and time quoted in the Order shall remain unaltered.

### 4. PRICE

Unless otherwise agreed, the Order is placed on a fixed price basis.

### 5. DELIVERY AND INVOICING

(a) The Material shall be dispatched and delivery effected in the manner specified in the Order.

(b) Advice notes stating all relevant details must accompany the goods and a duplicate copy must be posted to the Buyer.

(c) All invoices shall quote the Buyer's order number, advice note and a declaration of country of origin for each item supplied. VAT where applicable shall be shown separately on all invoices.

**6. TIME OF DELIVERY**

***(a) The time of the delivery date in the Order is of the essence of the Order***

(b) Without prejudice to (a) above, the Buyer reserves the right at any time to defer the delivery date specified in the Order within a reasonable time frame to fall in line with economic conditions out of the buyers control.

**7. RIGHT TO REJECT**

***The Buyer may by notice in writing served on the Seller within a reasonable time following the coming of any Material into the Buyer's possession reject any such Material which fails to comply with the terms and conditions in the Order. Such rejection shall be without prejudice to any of the Buyer's other rights against the Seller arising out of such failure. In the case that costs are incurred in recovering or identifying the faulty components from a third party or stock, the Buyer holds the right to seek reimbursement from the Seller for those costs.***

**8. INSPECTION AND TESTING PRIOR TO DISPATCH**

(a) The Material shall be subject to inspection at the Buyer's discretion by or on our behalf of the buyer at any reasonable time during manufacture and/or before dispatch, and to such tests as are called for in the Order.

(b) Such inspection and testing by or on behalf of the Buyer will not relieve the Seller of any of its responsibilities or liabilities under the terms of the Order.

(c) Any deviation from purchase order and/or specification must be reported to the Buyer before despatch and agreement of acceptance obtained in the form of a concession.

(d) If non-conformity is detected after release, the Supplier will immediately inform the Buyer.

(e) In the event of non-conforming product being supplied, the Buyer requires the Supplier to grant access to the Buyer, the Buyer's Customer and the relevant regulatory organization to the Suppliers premises including records related to the product.

**9. STORAGE**

If for any reason the Buyer shall be unable or does not wish to accept delivery at the time when the Material is due and ready for delivery in accordance with the Order, the Seller shall store and safeguard such Material, and effect adequate insurance protection in respect thereof, and take all reasonable steps to prevent deterioration thereof until actual delivery to the Buyer.

**10. RISK**

The material will remain at the Seller's risk until delivery in accordance with the terms of the Order has been established.

**11. FREE ISSUE MATERIAL**

If under the terms of the Order the seller or its sub-contractors or suppliers are required to receive or process material owned by the Buyer or a third party, the Seller shall take proper care of such material or procure such care to be taken and indemnify the Buyer or such third party in respect if any loss or damage thereto arising from the Seller's negligence of its servants, agents, sub-contractors or suppliers. For the purpose of this clause the buyer shall be deemed to contract for itself and as trustee for any such third party.

**12. CONFIDENTIAL INFORMATION**

Any plans, drawings designs etc. supplied to the Seller and any information in any other way communicated to the Seller by the Buyer relating to the Order, or to the buyer or the Buyer's business, shall be kept confidential by the Seller and shall not be used or copied by the Seller except for the purpose of executing the Order, and shall be returned to the Buyer on conclusion of the Order.

### **13. SUB-CONTRACTING ETC**

Save in respect of raw materials and minor items, and in respect of components of which the makes are specifically names in the Order, the Seller shall not assign, transfer or sub-contract its obligations under the Order or any part of it without the previous consent in writing of the Buyer which consent shall not be unreasonably withheld.

### **14. STATUTORY AND OTHER REQUIREMENTS**

The Seller shall comply with all statutory local and other requirements in connection with its obligations under the Order, including (where applicable) regulations prevailing at the Buyer's places of work, and shall indemnify the Buyer in respect of all losses, costs, claims, demands and expenses incurred as a result of any breach of such requirements.

### **15. INTELLECTUAL PROPERTY WARRANTY**

The Seller hereby warrants to the Buyer that the Material and the sale or use thereof will not infringe any patents, registered designs, copyright, trade marks, trade names or other legally protected rights of third parties.

### **16. WARRANTY**

(a) Notwithstanding any right of inspection or acceptance by the Buyer of the material or any other of the terms and conditions of the Order, the Seller warrants that the Material will be free from all defects in design, material **and workmanship** and that the Material fully complies with the terms of the Order, and that the Material will be suitable and fit for the use to which the Buyer intends to put it.

(b) Unless otherwise agreed any such defects which arise within a batch delivered within 3 years from the date of delivery shall be promptly remedied by the Seller free of charge to the Buyer, and all expenses, inclusive of transportation and insurance, for repairs or replacement shall be borne by the Seller.

(c) This warranty shall be in addition to and not in substitution for any condition or warranty implied by law or any other provision or indemnity contained in the Order.

### **17. OTHER REMEDIES AND WAIVER**

Nothing in the terms of the Order shall prejudice or exclude any rights or remedies to which the Buyer may otherwise be entitled. Notwithstanding any time or others indulgence granted on the Buyer's part, the Seller shall not be relieved, whether in whole or in part, from any of its obligations under the Order unless expressly so relieved by the Buyer in writing.

### **18. TERMINATION**

(a) The Buyer shall be entitled to summarily terminate the Order without being under any further liability to the Seller in the event that:

- i) the Seller is unable to comply with its obligations under the Order;
- ii) the Seller is in breach of any of the terms or conditions of the Order;
- iii) the Seller is unable to pay its debts as and when they fall due;
- iv) the Seller goes into bankruptcy or liquidation whether voluntary or otherwise (otherwise than for the purposes of reconstruction or amalgamation in terms previously agreed in writing by the buyer) or a receiver or manager is appointed in respect of the Seller or all or any of its assets. Such

termination shall be without prejudice to the Buyer's rights arising out of any of the said events.

(b) At any time the Buyer may by written notice to the Seller terminate the Order forthwith and without giving reasons. In that event the Seller shall forthwith cease work under the Order, the Buyer shall pay in full and final settlement all claims under the Order such a sum as shall reasonably compensate the Seller for all work done and obligations assumed by it in the performance of the Order prior to its termination and for all work reasonably done by it in giving effect to such termination. The value of any Material paid for by the Buyer but left in the possession of the Seller shall be taken into account in calculation the said sum.

(c) On termination of the Order for any reason, all free issue material shall be promptly returned to the Buyer.

**WHAT IF WE WANT TO TERMINATE**

**19. NOTICES**

Any notice to be given under the Order shall be sent to the other party by fax or by first class mail to the address given in the Order. **EMAIL**

**20. GOVERNING LAW**

The Order shall be governed by and construed in accordance with the Laws of England.

**21. GENERAL TERMS GIVE WAY TO SPECIAL TERMS**

In the event of there being any conflict between any of these Conditions and any other terms included in the Order, such other terms shall prevail.

**22. CENTURY DATE CHANGE COMPLIANCE**

If any goods covered by this Request for Quotation/Order included any computers processor or other integrated circuit or computer hardware, software, timing mechanism or data (regardless of whether the foregoing are identified specifically or included in other items covered by this request for Quotation/Order), then the Seller represents and warrants that such goods (and any parts, components, updates, patches or fixes it hereafter provides with respect to such goods) shall;

- i) Properly execute with all date data, whether years in the 20<sup>th</sup> or 21<sup>st</sup> centuries, including but not limited by yielding correct results in arithmetic operations, comparisons and sorting of data and in leap year calculations, and
- ii) not abnormally cease to execute, return an error message or otherwise fail due to date related processing or due to the then current date being on or after January 1<sup>st</sup>, 2000 or any other date.

**23. HM CUSTOMS AND EXCISE**

We are required by HM Customs and Excise to request a declaration of country of origin for each item supplied against this Order. Please make the Declaration on your invoices.