

MARTEC LIMITED
GENERAL CONDITIONS OF PURCHASE
APPLICABLE TO ALL CONTRACTS

1. CONTRACT and CONDITIONS

These conditions shall apply to all Contracts between MARTEC Limited (hereinafter referred to as "the Company") and any person firm or Company (hereinafter called "the Supplier") whereby the supplier supplies goods and/or services to the Company. The Company Contracts upon the terms of these Conditions only, any printed or other standard terms emanating from the supplier shall not apply. These Conditions shall not be modified without written Agreement of the Company and in order that the Contract shall be a complete statement of the Agreement between the parties with regard to the supply of goods or the carrying out of works the Supplier must ensure that any term or condition upon which it wishes to rely has been accepted by the Company in writing.

2. ACCEPTANCE of ORDER

This order and all its conditions, must be accepted in writing within seven days showing the price of the goods to be delivered or the services to be provided and the expected date of delivery where these have been previously specified, failing which the Company reserves the right to cancel the order forthwith without any liability whatsoever. The Company also reserves the right to cancel the order in part or in whole should there be any subsequent variations in the acceptance of this order regarding the date of delivery, quantity, or quality or any other material variation in the type of goods to be supplied or in the services to be rendered.

3. ASSIGNMENT of SUB-CONTRACTING

The Supplier shall not assign the Contract or any rights or obligations thereunder without the previous consent in writing of the Company. No part of the Contract is to be sub-contracted without prior written approval of the Company. Any such permitted sub-contracting shall not in anyway relieve the Supplier from any of its obligations under the terms of the Contract.

4. CUSTOMER INSPECTION

The Supplier acknowledges the right of the Customers of the Company to attend at the premises of the Supplier to inspect the premises, manufacturing processes, plant and machinery and without prejudice to the generality of the foregoing to inspect the sub-contract works being carried out and the sub-contract works to be supplied to the Company in any manner as the Customer shall consider appropriate for the purposes of verifying that purchased goods or services conform to the specification required.

5. DELIVERY CONDITIONS & DOCUMENTATION

All goods must be properly packed and clearly labelled and to be delivered carriage paid unless otherwise agreed at the Suppliers risk to Martec's address shown on the Order. In the absence of any special arrangements goods can only be received between the hours of 08:00 am and 5:00 pm Monday to Thursday inclusive and 08:00 am and 12:00 am Fridays. The Company reserves the right of collection by its own vehicles after advising the Supplier of its intention within reasonable time.

5.1 ADVISE NOTES

All goods delivered shall be accompanied by an Advise Note identifying the Company's Order Number, Company's Part Number, a description of the goods and a statement of their quantity and details of any goods as may remain outstanding for delivery pursuant to the same order.

5.2 CERTIFICATE of CONFORMANCE

Certificates of Conformance when required must always accompany the goods to be delivered, this is to be separate from the Advise Note.

5.3 CERTIFICATE of MATERIAL ANALYSIS

Certificates of Material Analysis when required must always accompany the goods to be delivered.

5.4 INVOICES

For each delivery a separate invoice must be sent by post to the appropriate address showing the Company's order number, goods supplied or work done, the date of delivery and sufficient details to allow the Company to be able to identify the goods sent or work performed.

5.5 STATEMENTS

A monthly statement must be sent to the Company and payment will only be made against such statements at the end of the month following the date of delivery.

6.0 REJECTION

The Company may by notice in writing, cancel the order or reject the whole or any part of the consignment without liability and will return the goods to the Supplier at the Suppliers risk and expense in the following circumstances;

- (i) Where the goods to be supplied are not received by the Company by the specified date or delivery schedule.
- (ii) The goods supplied do not comply with the description, specification and drawing relating thereto.
- (iii) The goods or services are not of a standard specified in the order or do not conform to generally accepted standards.
- (iv) If the goods are found after delivery to be damaged.

The Company will specify the reasons for the rejection and where goods are returned after rejection the Supplier shall rectify or replace such goods within a reasonable time and if this means that the delivery date will be extended beyond the original delivery date required, then the Company reserves the right to cancel the order or the balance of the order without liability. Any known or anticipated delay in the delivery of the goods by the Supplier must be immediately notified to the Company and without prejudice to the above mentioned rights of cancellation the Supplier should at the Companies request endeavour with all means available to deliver goods at the Suppliers expense to arrive with the least possible delay.

7.0 PATENT RIGHTS

The Supplier shall fully indemnify the Company against all claims, liabilities, damages, losses, costs and expenses concerning infringement of any patent registered design trademark, service mark, copyright or similar protection which arise from anything done by or for the Supplier in relation to the Goods or services supplied under the Contract or any use or re-sale by the Company of such goods or arise out of or in connection with the services provided.

8.0 OWNERSHIP OF GOODS and or MATERIALS

- (i) Ownership of any goods in the case of a Contract for the purpose of goods and or materials in the case of a Contract for the provision of services for which payment or part payment has been made shall vest in the Company at the time such payment is made.
- (ii) The Supplier shall take all necessary precautions to ensure that all goods and or materials which are to be delivered to the Company under the terms of this Contract are packaged in a safe and sufficient manner so as to avoid damage or loss to such goods or materials whilst in transit and until delivered.
- (iii) The passing of ownership shall be without prejudice to the continuing obligations of the Supplier hereunder.

9.0 LIABILITY

The Supplier shall indemnify the Company in respect of any losses of whatever nature suffered by the Company arising out of the breach by the Supplier of any terms of this Agreement. In this context, but without prejudice to the generality of the foregoing the Supplier warrants that all goods and all services to be supplied under this Contract shall be of merchantable quality and fit for the Company's purpose which said purpose the Supplier hereby acknowledges to be known to it. Further all goods supplied or services rendered by the Supplier shall conform with any samples submitted by the Supplier to the Company.

10. PAYMENT

The Contract price is to be paid within 90 days of date of delivery.

11. WAIVER

The waiver by either party of any terms of this agreement shall not effect the enforceability of the remainder of the agreement.

12. JIGS, PATTERNS, GAUGES, DRAWINGS ETC

All Jigs, patterns, gauges drawings etc. supplied by the Company will remain at all times the property of the Company and are to be returned in good condition to the Company on completion of the Order unless otherwise agreed. Whilst in the hands of the Supplier they are his responsibility and he must indemnify the Company against their loss or damage other than for fair wear and tear whilst being used for the purpose of the order.

13. FREE ISSUE MATERIAL

The Supplier shall be liable for the value of any material which the Company may send to the supplier on a free issue basis, in conjunction with this order.

14. PUBLICITY and ADVERTISING

Neither the Contract nor our name shall be used by the Supplier for advertising or publicity purposes without prior written consent.

15. FORCE MAJEURE

If delivery is delayed by some cause totally outside the control of the Supplier, then he shall give written notice of such cause within 7 days of its occurrence and the company may then (without prejudice to its rights) allow such extra time for delivery as is reasonable in the circumstances.

16. DATA PROTECTION ACT 1998

The company may transfer information about you to other parties, as may be required in conducting business.

17. LAW

The proper Law of the Contract shall be English Law and any disputes arising thereunder shall be dealt with exclusively by the Courts of England save that the Company shall be entitled to bring proceedings against the Supplier in the Courts of any Jurisdiction where the Supplier resides or carries on business.

SPECIAL CONDITION OF PURCHASE APPLICABLE AS INDICATED ON EACH ORDER

- A. Standards - All goods and services, to be supplied pursuant to this Order shall be to recognised industry standards and high standards of quality.
- B. Certificate of Conformity - All goods tendered for delivery must be accompanied by a signed Certificate of Conformity, bearing the following declaration, " Certified that the goods listed hereon have been inspected and tested and unless otherwise stated conform in all respects with the requirements of the order. Furthermore , the raw materials and or piece parts used have been obtained from approved sources supported by release notes/certificates" or equivalent.
- C. Certificate of Conformity - All goods tendered for delivery shall be accompanied by a Certificate Of Conformance, in accordance with your Quality Organisation as approved under BS 5750 or ISO 9001, 9002, 9003.
- D. Certificate of Analysis - All goods tendered for delivery must be accompanied by a copy of a certificate or statement detailing as appropriate the chemical and /or metallurgical properties of the said goods.
- E. Shelf Life - Where goods supplied hereunder have limited shelf life the Supplier shall define on its Delivery Advise Note the material expiry date and where applicable the date of manufacture and the cure date.

Health & Safety at Work etc, Act 1974 Section 6 (1) © Safety information sheets etc, must be supplied with each delivery to ensure a suppliers compliance with the above Act.