

Terms & Conditions for purchase and supply of goods

1. Interpretation

In these conditions

Buyer means any organisation within the **Rolwey Group** (PTF Ltd, Blue Bishop Ltd) or Rolwey Group itself.

Seller means the company named on the form to which these Conditions are annexed.

Conditions mean the standard Terms & Conditions set out on this document and (unless the context otherwise requires) includes any special Term & Conditions agreed in writing between the Buyer and the seller.

2 Order

2.1 The Buyer orders, and the Seller agrees to sell, the Goods at the Price for delivery by the Delivery Date

2.2 The quantity and description of the Goods are set out in the Purchase order

3 Conditions applicable

3.1 The provisions of these Terms shall apply to the sale of the Goods by the Seller to the Buyer.

3.2 The order for the Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to the Provisions of these Terms

3.3 Any act to fulfill the order for the Goods by the Seller shall be deemed conclusive evidence of the Seller's acceptance of the Purchase Order

3.4 If the seller at any time offers to the buyer any Terms & Conditions relating to any transaction in respect of the goods then the Terms & Conditions herein shall take precedence and the Terms & Conditions offered by the seller shall not apply even if accepted by or on behalf of the buyer.

3.5 Any variation to the provisions of the Purchase Order (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the buyer

4 Quality of the goods to be supplied

The Goods supplied under these Terms will:

4.1 be free from defects (manifest or latent), in materials and workmanship;

4.2 conform with the specifications, drawings, descriptions given in the quotations, brochures, sales marketing and technical literature or material (in whatever format made available by the seller) supplied by, or on behalf of the seller

4.3 be free from design defects

4.4 be suitable, in every aspect, for the purposes intended by the buyer

The seller acknowledges and agrees that the approval by the buyer of any designs provided by the seller will not relieve the seller of any of its obligations under this clause.

5 Price

The Buyer shall pay the Price for the Goods and which cannot be varied without the prior written authorisation of the Buyer, signed by an authorised representative of the Buyer

6 Payment

- 6.1 Payment for the goods shall be made on the payment date as agreed by both parties
- 6.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Buyer
- 6.3 The time for payment for any sum under this agreement shall not be of the essence.

7 Packaging

The Seller shall comply with the such handling, packing, packaging and labelling instructions as the Buyer shall specify.

8 Cancellation

- 8.1 The Buyer shall have the right to cancel the Order for the Goods (or any part of the order for the Goods) which have not been delivered to the Buyer such cancellation shall be made in writing and / or sent by post, fax or email to the seller at any time before the goods have been delivered to the buyer. Without prejudice to the generality of the foregoing, the Buyer shall pay the price(or where applicable, that part of the price) for goods which have been delivered to the Buyer at the date of the cancellation.
- 8.2 If any Order is made subject to approval of a sample then if the Order is cancelled under the terms of Clause 8.1. hereof then the buyer shall not be liable to the seller for any costs and expenses incurred by the seller apart from the cost of raw materials for the sample.

9 Delivery

- 9.1 The goods shall be delivered to the location as specified by the Buyer or at the direction of the Buyer by the delivery date or such dates as may be specified by the Buyer. The delivery date or any other date and time agreed for delivery of the goods shall be of the essence.
- 9.2 The Seller shall not (subject to hereinafter mentioned) deliver the Goods in instalments. Where the parties have agreed in writing that the Seller shall deliver in instalments (or the Buyer agrees in writing to accept instalments for the delivery of the goods) a breach concerning the failure of the seller to deliver any instalment or instalments (however caused or of whatsoever nature) shall entitle the Buyer to terminate the Order at any time and to claim damages for any loss or expenses however caused, without prejudice to the Buyer's other remedies.

10 Non-delivery

Where the Seller fails to deliver the Goods by the Delivery Date, or any instalments thereof at the times specified by the Buyer or agreed by the Parties the Buyer shall be entitled:

- 10.1 to terminate the Order by any notice to the seller in writing by post, fax or email
- 10.2 to buy the same or similar Goods from another Seller
- 10.3 to recover the element of the cost of buying the Goods from another seller which exceed the price

These remedies are without prejudice to Clause 11 and all the other rights that the Buyer has.

11 Consequential loss

Without prejudice to Clause 10 and the other rights that the Buyer has, in addition, the Seller shall be liable for all direct, indirect and consequential loss arising from any breach of the provisions of these Terms & Conditions.

12 Property

The property in the Goods shall pass to the Buyer when the Goods are unconditionally appropriated (by either party, or by or with the consent of either party) to the contract or on delivery to and accepted by the Buyer, whichever event occurs first.

13 Guarantee of title

The Seller warrants that:

- 13.1 it has full clear and unencumbered title to all the Goods
- 13.2 at the date of delivery of any of the Goods it shall hold title in the Goods as mentioned in Clause 13.1
- 13.3 at the date of delivery of any of the Goods it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Buyer. From that date the Buyer shall acquire a valid and unencumbered title to the Goods.

14 Risk

The Goods will be at the Seller's risk until:

- 14.1 the Goods are delivered to and accepted by the Buyer (or are delivered at the Buyer's direction); and
- 14.2 the Goods are found by the Buyer to be in accordance with the provisions and the specifications of the Order and of these Terms & Conditions.

15 Deterioration in the Goods

Without prejudice to the generality of the foregoing, the Seller accepts the risk of deterioration of the Goods which is necessarily incident to the course of transit.

16 Insurance

The Buyer shall not have in place in a contract of insurance over the Goods. The Seller shall assign to the Buyer the benefit of any contract of insurance in respect of the goods on the request of the Buyer.

17 Acceptance of the Goods

The Buyer shall not have accepted, or be deemed to have accepted, the Goods until Acceptance Conditions are fulfilled. The 'Acceptance Conditions' are:

- 17.1 the Goods have been delivered to the location specified: and
- 17.2 the Buyer has notified the seller in writing that the Goods are in complete compliance with the provisions and specifications of the Order and these terms and conditions; and
- 17.3 The Buyer shall be entitled to reject the goods if they are found not to be in complete compliance with the provisions and specifications of the Order and these terms and conditions and on delivery of any rejected goods to the seller the Buyer shall be entitled to an immediate refund or replacement of the goods at no charge to the buyer

18 Indemnity

The Seller shall indemnify, and keep indemnified, the Buyer against all claims, costs and expenses which the Buyer may incur and which arise, directly or indirectly from the Seller's breach of any of its obligations under these Terms

19 Assignment and sub-contracting

The Seller shall not assign, transfer, charge or otherwise deal with any obligation under these Terms without the prior written consent of the Buyer. Without prejudice to the generality of the foregoing, the Seller shall not sub-contract the design, manufacture, production, or supply of the Goods or any right, liability or obligation without the prior written consent of the Buyer.

20 Termination

- 20.1 The buyer may terminate the other at any time by notice in writing by post, fax or email to the seller such termination to take effect as specified in the notice.
- 20.2 If the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

21 General

Force majeure

21.1 Neither Party shall have any liability under or be deemed to be in breach of the Terms of the Purchase Order for any delays or failures in performance which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate the Purchase Order by written notice to the other Party.

Amendments

21.2 The Purchase Order may only be amended in writing by duly authorised by representatives of the Buyer.

Waiver

21.3 No failure or delay by the Buyer in exercising any right, power or privilege under the Purchase order shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

Agency, partnership etc

21.4 The Purchase Order shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Purchase Order. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

Severance

21.5 If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Terms and rendered ineffective as far as possible without modifying the remaining provisions of the Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

Law and jurisdiction

21.6 The validity, construction and performance of these Terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts to which the Parties submit.

Dated 22/07/2013.