

Terms and Conditions of Purchase.

1. Definitions

1. In these conditions the following expression shall have the following meaning:
2. The “Purchaser” shall mean DS Machining Services Limited and / or any subsidiary / associated company.
3. The “Vendor” shall mean the person, firm or company with whom the order is placed,
4. The “Goods” shall mean any materials, goods or service, including design as described in the order or as otherwise agreed to be supplied by the vendor.
5. The “Works” shall mean any labour and associated materials, goods or service, including design as described in the order or as otherwise agreed to be supplied by the vendor or sub-contractor.
6. The “Order” shall mean the order, or subsequent purchase order amendment placed by the Purchaser for the supply of Goods.
7. The “Specification” shall mean the technical description (if any), drawing, sample or packaging of the goods referred to in the Order.

1. General

1. These terms and conditions apply in preference to and supersede any terms and conditions referred to offered and relied upon by the vendor whether in negotiation or at any stage in the dealings between the Purchaser and the Vendor with reference to the Goods to which this contract relates.
2. No responsibility shall be accepted by the Purchaser for any order unless issued on the official order from the Purchaser.
3. Nothing herein shall deprive the Purchaser from its rights under Common Law or Statute Law.

4. The Vendor warrants that the transaction and the Goods comply in all respects with UK and European legislation, regulations, codes and orders. In the case of Goods for shipment overseas, the Vendor shall, in addition, ensure compliance with all Government legislation, regulations, codes or orders of the country of dispatch and destination.
5. The Vendor confirms they comply with all requirements of the Modern Slavery Act 2015.
6. The Vendor confirms they comply with the requirements of the Ethical Trade Initiative Base code (the ETI base code).
7. The Vendor shall be deemed to have inspected the Main Contract and shall observe all duties and obligations thereunder and shall have satisfied itself as regards all aspects of the Goods, including access and site conditions. A copy of the Main Contract is held at the trading address of the Purchaser and relevant excerpts may be inspected upon the giving of reasonable notice to the Purchaser by the Vendor. The Vendor shall undertake towards the Purchaser the like obligations and liabilities as are imposed on them by the Main Contract, and shall be liable for and shall indemnify the Purchaser against any claim, demand, damages, costs, charges, loss, expense or proceedings whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities in respect of the Goods.
8. Any terms or conditions of the Vendor shall be excluded unless expressly agreed by the Purchaser in writing. Telephone and verbal orders given by the Purchaser are only given under these Conditions, and to the exclusion of any other terms and conditions.
9. The order of precedence of the Contract Documents is: The Order; then, these Conditions; then, the provisions of the Main Contract; then, any other Contract Documents.
10. A waiver of any provision must be in writing to be effective and a waiver of any provision, or failure or delay to exercise any right by the Purchaser shall not constitute a waiver of any subsequent breach of the same or any other provision.
11. The provisions of this Contract are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless remain binding and enforceable. Nothing in this

Contract confers or intends to confer any right to enforce any of its provisions on any person other than the parties to it.

1. Pricing

The prices stated in the Order shall be firm and not subject to variation unless otherwise agreed in writing. Where the Order provides for the price to be subject to variation, the Vendor shall provide certified statements substantiating the variation. If these are deemed excessive by the Purchaser, the Purchaser shall have the right to cancel the Order or any part thereof, or pay such price as the Purchaser shall deem reasonable.

1. Packaging

Unless otherwise agreed in writing:

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 1. All Goods shall be securely packaged free of charge and in such a manner to reach the Purchaser in good condition.
 2. The Goods shall be fully and accurately described on all tickets, labels, invoices, packaging and delivery notes, quoting the Purchaser's official order number.
 3. The Vendor shall submit with the Goods full instruction for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could render them unsafe.
 4. The Purchaser shall not accept any change in respect of packaging materials and shall not be responsible for returning, or for the cost of returning, any such materials.

1. Payment

Unless otherwise agreed in writing:

1. Payment shall be made 45 days from the end of the calendar month in which the Goods are received or in which the invoice for such Goods is received, whichever is the later.

2. For incorrectly rendered invoices, the time for payment shall be calculated from the date of the correcting invoice or credit note without surcharge of forfeit of any prompt payment discount.
3. Following delivery of the Goods in accordance to the Order, the Vendor shall submit invoices clearly showing the purchase order number, to the Purchaser accounts payable address.
4. Invoices must be dated when they are raised. Back dated invoices will be treated as having been dated on the day of receipt.
5. Invoices must be submitted promptly. Invoices received more than 5 days after the end of the month will be treated as dated the 1st of the following month.

1. Delivery

1. The time stipulated for the delivery shall be of the essence.
2. The Purchaser reserves the right to refuse delivery of the whole or any part of the Goods if they are supplied before the time specified and any changes relating thereto shall be the responsibility of the Vendor.
3. The Goods shall be delivered carriage paid to the address shown on the Purchaser's official order.
4. Delivery of Goods is deemed to include offloading and placement to the reasonable instructions of the Purchaser.
5. Deliveries shall be always of the total ordered unless phased deliveries have been specified by the Purchaser.
6. Any Goods delivered in excess of the amount stated the order may be accepted or rejected at the Purchaser's option.
7. If the Vendor does not deliver the Goods, or any part thereof, in accordance with (a) to (e) above, the Purchaser shall be entitled to terminate the contract, purchase other goods of the same or similar description to make good such a default, and recover from the Vendor the amount by which the cost of so purchasing other Goods exceeds the price which would have been payable to the Vendor in respect of the Goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

1. Force Majeure

Neither the Vendor nor the Purchaser shall be liable to the other for any failure to fulfil its obligation under the contract if such a failure is caused by circumstances beyond reasonable control. In the event of failure, the affected party shall notify the other party as promptly as possible, but not later than seven days from the occurrence.

1. Indemnity

In addition to all warranty and conditions applied by law, the Vendor guarantees fitness for purposes for which the Goods are intended and shall indemnify the Purchaser against all claims, cost, expenses, loss or damage whether direct or consequential which the Purchaser may suffer, howsoever arising, from the Vendor's breach of any of its obligations under this contract. The Purchaser may, at its sole discretion request that the Goods be replaced or made good by the Vendor in the event of such Goods being the subject of any fault in the period of twelve months after having been brought into service. Any Goods replaced or made good shall be treated as having been Goods supplied under the Order at the time of replacement for making good, and be subject to all the terms and conditions of the Purchaser contained herein.

1. Insurance

1. The Vendor shall insure with a reputable insurance company in respect of damage and or injury to persons and or property occasioned by negligence of the Vendor or on the part of their servants or occasioned as a result of the Goods being unfit for their purpose or defective or unsafe or deemed to be unsafe of the amount not less than £15,000,000, or as otherwise agreed in writing by the Purchaser with the Vendor, in respect of each occurrence and shall keep such insurance in force and produce at any time on demand the policy or policies and receipt of the current

premium and shall indemnify and keep indemnified the Purchaser against all such liabilities.

1. Rejection of Goods

The Goods shall, in every respect, be equal to description of sample supplied and to specification including packaging, if any. The Purchaser reserves the right to reject, at the Vendor's expense, the whole or part of any consignment in which defective Goods or packaging are found. If the Purchaser elects to make reject able Goods fit for purpose the Vendor shall be debited with the cost thereof. Rejected Goods shall be held at the Vendor's risk and must be removed at their expense. Any acceptance of such Goods by the Purchaser shall be without prejudice to any rights the Purchaser may have against the Vendor, including those prescribed by clause 9.

1. Cancellation

The Purchaser reserves the right to cancel the Order by giving written notice to the Vendor, providing such notice is given not less than 14 days before the agreed date of delivery. The Purchaser recognises that cancellation may cause loss and expense to the Vendor and, therefore, provided that the Vendor can establish to the satisfaction of the Purchaser that they have suffered such loss and expense, the Purchaser shall indemnify the Vendor subject to such indemnity not exceeding 25% of the Order value of the actual Goods cancelled. Such indemnity shall constitute the Purchaser's sole liability upon cancellation.

1. Infringement of Patent

The Vendor guarantees that the sale or use of the Goods shall not infringe any British or foreign patent trade mark, trade name, or registered design and hereby indemnifies the Purchaser against all actions, costs, claims, demands and expenses arising out of or resulting from any actual or alleged infringement and undertakes at their own expense to defend or assist in the defence of any action which may be brought in respects of such infringement.

1. Restriction on Sale

In the case of any Goods which have been designed by and manufactured by the Vendor in accordance with drawings and/or specifications or patterns supplied by the Purchaser, the Vendor agrees not to sell such Goods to any person, firm or company except against an Order of the Purchaser or with the permission of the Purchaser in writing. The Vendor further undertakes not to manufacture quantities in excess of the Order for the purpose of sale. The drawings and/or Specifications or patterns shall remain the property of the Purchaser and shall be returned by the Vendor to the Purchaser on demand and the Vendor shall not keep any copies.

1. Inspection

At all reasonable times duly accredited representatives of the Purchaser shall be permitted to inspect the Goods at any stage of manufacture.

1. Specification

1. The Vendor shall not alter or amend in any way the size of the Goods or the Specification without the prior approval of the Purchaser in writing and all dimensions furnished in any way to the Purchaser shall be deemed to be certified and accurate.
2. The Goods shall comply with the accepted British Standard, if any, and/or relevant trade standards/regulations, including any appropriate international trading standards/regulations.
3. The Vendor shall be responsible for ensuring that its Goods comply with health and safety regulations, legislation, codes and orders. Any hazardous substances under COSHH regulations shall be advised to the Purchaser and appropriate data sheets supplied.
4. The Vendor shall ensure that any Goods supplied comply with the appropriate Directives/Regulations by the mandatory implementation dates for such Directives/Regulations and shall forward the relevant Declaration of Conformity/Manufacturer's installation. Operating and Maintenance Instructions to the Purchaser.

5. Assignment

1. The Vendor shall not assign or sub contract the whole or part of the contract without written consent of the Purchaser.

1. Title of Goods

Title of Goods shall pass to the Purchaser on the earlier of payment or delivery; until such delivery is made the Goods remain at the Vendor's risk in all respects.

1. Obsolescence and Spare Parts

It shall be the Vendor's responsibility to notify the Purchaser if the Goods, or part thereof, are scheduled to become obsolete within 12 months of the date of delivery. Notwithstanding any such obsolescence the Vendor warrants to provide, at a fair price, to be agreed between the Vendor and the Purchaser, spare parts for a period of 5 years or such length of period as may be prescribed by any proper Government or other authority after the date of delivery.

1. Publicity

The Order and all details appertaining thereto shall be treated as confidential between the Purchaser and the Vendor, and shall not be disclosed to any third party, nor used for publicity/promotional purposes without the consent of the Purchaser in writing.

1. Arbitration

1. If at any time, dispute or difference whatsoever shall arise between the Purchaser and the Vendor upon or in relation to or in connection with the contract either party may give to the other notice in writing of the existence of such question, dispute or difference and at the request of either party the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of receipt of such notice by some person appointed by the President for the time being of the Chartered Institute of Arbitrators. In either case the award of the arbitrator shall be binding on the parties. Arbitration

proceedings shall be carried out in accordance with and subject to the Arbitration Act 1979 or any statutory modification or re-enactment thereof.

2. Bankruptcy

If the Vendor shall become bankrupt or insolvent, or having a receiving order made against them, or, compound with their creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or if a receiver shall be appointed in respect of whole or any part of parts of the undertaking and assets of the Vendor, the Purchaser shall be at the liberty either:

To terminate the contract forthwith by notice in writing to the Vendor, or to the receiver, or liquidator, or to any person in whom the contract may become vested, or To give such receiver, liquidator or other person the opportunity of carrying out the contract subject to their providing a guarantee for the due and faithfully performance of the contract.

1. Law

These Condition and Contract of which they form part shall be governed by and construed in accordance with English Law and Purchaser and Vendor submit to the jurisdiction of English Courts.