

Titanium Heat Treatment Services Limited

Terms & Conditions of Purchase

(I) **INVOICES**

To be posted to the Purchaser on the day of despatch of the goods. All invoices must show the order number and the address to which the goods have been supplied. Failure to do so may cause delays in payments

(II) **ADVICE NOTES**

Any delivery against the Order must be accompanied by an Advice and/or Packing note quoting the order number. Failure to do so may cause delays in payment.

(III) **STATEMENTS**

Must be rendered not later than the eighth day of the month for the previous month's delivery. The Company by whom this Order is placed is hereafter termed the Purchaser. The person, Firm or Company tending or to whom the Purchase order is issued is hereinafter termed the Seller. The expression goods means and includes machinery, apparatus, materials, instruments, articles, parts, services and things of all kinds to be provided or work to be done under the Order. The execution of this order is deemed to be compliance with the following conditions:

1. **GENERAL**

These conditions shall apply to all the Purchaser's orders, and are additional to and without prejudice to the Purchaser's right at law and these conditions shall prevail to the exclusion of all conditions of the Seller expressed or implied. Any qualification of these conditions by the Seller or any other conditions which the Seller seeks to impose will be inapplicable, unless expressly accepted in writing by the Purchaser.

No order will be deemed legal and binding unless it is submitted by Purchaser on their official signed order document. Amendments to order will be against Purchaser's official signed order document. The Supplier where applicable must have the current edition of ISO 9001. Applied in pursuance of the order & comply with all current Health, Safety & Environmental Legislation. The standards or legislation shall be those current at the date of supply, unless otherwise specifically agreed in writing by a director of THTS Limited. All such items or services shall, where required by legislation or by THTS Limited, be duly certified and/or formally marked as appropriate, such as with the CE mark. Where appropriate, Suppliers shall flow down applicable requirements to sub-tier, including where applicable Customer requirements.

THTS Limited shall be immediately notified if any shipped non-conformities have been supplied.

THTS Limited must approve disposition of non-conforming product.

Records appertaining to product conformity must be kept until authorised by a Director of THTS Limited.

The Supplier must notify THTS Limited of any change in product and/or process, changes of supplier, changes of Manufacturing facility location and where required obtain company's approval.

2. **DELIVERY**

The Goods must be delivered not later than the agreed date, or where delivery is to be by instalments, not later than the agreed dates. The Purchaser shall be under no obligation to accept delivery of the goods before the agreed date. Where the Purchaser agrees to accept early delivery they shall be entitled to withhold payment in respect of such deliveries until the appropriate time following agreed date. The Purchaser shall be entitled to reject all goods if any parts of the goods are not delivered by the agreed date or any agreed extension of such date. In the event of rejection or cancellation due to late delivery, the Purchaser reserves the right to purchase elsewhere and charge the seller with any extra expense incurred. The time for delivery shall be extended by a reasonable period if delay in delivery is caused by industrial dispute or by circumstance beyond the Sellers control, provided the Seller has given immediate notification to the Purchaser on becoming aware of the likelihood of any such delay. Delays by the Seller's sub-contractor or suppliers shall not be treated as a cause beyond Seller's control. If due to industrial dispute or circumstances which are beyond his control the Purchaser is unable to accept delivery on the agreed date, reasonable notice thereof being given to the Seller, the Seller will arrange for storage and the reasonable cost for such storage shall be borne by the Purchaser.

3. PACKING

Packing cases, skids, drums and other packing materials are to be supplied free of charge. Empties will be returned at Seller's expense upon request, but the Purchaser accepts no liability for their return in safe condition. Returnable containers must be stencilled with Sellers name and address, identification mark and numbers, together with an addressed reversible label. Any damage incurred to goods resulting from inadequate packing will be charged to the Seller.

4. INSPECTION

The Purchaser reserves the right to inspect or nominate others to inspect any goods prior to despatch or any stage in the process of manufacture. The goods will also be subject to the inspection by or on behalf of the Purchaser after delivery. The Purchaser will give notice of any reject and the Seller will be given reasonable opportunity to advise disposition, failing which any rejected goods may be returned to the Seller at the Seller's expenses.

5. QUALITY

Where a specification has been issued by the British Standards Institution dealing with any equipment or material forming part or all of the material covered by this order, such equipment shall be constructed and tested in accordance with the recommendations contained in the latest issue of the British Standards specification applying thereto, except where otherwise specified or agreed in writing. Where goods are to be supplied in accordance with the Purchaser's specification, goods must comply with the specification in all respects and any deviation there from will give rise to the Purchaser's right of rejection. In the absence of specification or sample, all goods supplied must be the best of their respective kinds of good quality and of first class workmanship.

6. DEFECTS AFTER DELIVERY

The Seller will make good by repair or at his option by the supply of replacement any defects which under proper use appear in the goods within a period of fifteen months after delivery and arise from faulty materials or workmanship. Repairs or replacement will be provided by the Seller free of charge.

7. IDENTIFICATION

All goods supplied against Purchaser's drawing must be marked with Purchaser's drawing number, except where such a number cannot be incorporated. Packing containing goods supplied against Purchaser's drawings, part numbers or catalogues must be marked with the appropriate reference.

8. REJECTIONS

The Purchaser shall be entitled to reject any goods not in accordance with the contract within a reasonable time after they have been received. All such rejected goods must be replaced and the goods shall not be deemed to have been delivered until such rejected goods are replaced. No payment shall be made for any rejected goods. If the Seller is unable to replace rejected goods within a reasonable time after being notified of their rejection, the Purchaser shall be entitled to cancel the order in respect of the rejected goods and obtain equivalent goods elsewhere and any extra involved will be paid by the Seller.

9. QUANTITY

No variations of or extras to this order shall be carried out by the Seller unless authorised by the Purchaser on the Purchaser's official signed form.

10. F.O.B. to include all due charges.

11. DEMURRAGE OR CARTAGE

No charge for demurrage or cartage will be paid unless specially agreed in writing.

12. PATENTS

The Seller will indemnify the Purchaser against any claim or infringement of letters patent, registered design, trade mark or copyright (published at the date of this order) by the use or sale of any goods supplied by the Seller to the Purchaser and against all costs or damages which the Purchaser may incur in any action for such infringement or for which the Purchaser may become liable in any such action, provided always that this indemnity shall not apply any infringement which is due to the Seller having followed a design or instruction furnished or given by the Purchaser or to the use of such goods in a manner or for a purpose in foreign country not specified by the Purchaser or disclosed to the Seller, or to any infringement which is due to the use of such goods in association or combination with any other goods not supplied by the Seller. The Purchaser will give the Seller immediate notice of

any such claims and permit the Seller to defend the same and to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Purchaser on their part warrants that any design or instruction which they furnish or give, shall not be such as this will cause the Seller to infringe any letters patent, registered design, trade mark or copyright in the execution of the order.

13. TOOLS

Tools, gauges, dies, jigs, fixtures, patterns or drawings specially made by the Seller for the purposes of this order and paid for by the Purchaser, whether in whole or in part, or supplied by the Purchaser to the Seller for the purposes of this order, shall be used solely for the manufacture of goods exclusively to the order of the Purchaser and not for any other purpose or for any other customer. Any such tools, gauges, dies, jigs, fixtures, patterns and drawings (hereinafter called "tools") shall be kept by the Seller in good order and repair and the Seller shall, where they are not already the sole property of the Purchaser, grant the Purchaser the right to acquire these or any one or more of them, where they are specially made by the Seller, on payment of the written down value thereof as appearing in the Sellers book at the date the Purchaser exercises their rights. The Seller will give credit to the Purchaser for any payment made towards the original cost of purchase or manufacture. Tools supplied by the Purchaser to the Seller shall remain the property of the Purchaser and be returned by the Seller immediately on request.

14. PURCHASER'S PROPERTY

The Seller shall be responsible for any property (e.g. free issue material) belonging to the Purchaser which has been issued in connection with order and shall indemnify the Purchaser against any loss or damage to such property while in the possession of the Seller. All free issue material extra to contract requirements shall be returned to the Purchaser.

15. FORCE MAJEURE

The Purchaser reserves the right to require the Seller to suspend deliveries in the case of any event whatsoever beyond the control of the Purchaser which prevents the Purchaser using the goods specified in this order within a reasonable period of time.

16. ASSIGNMENT AND SUB-CONTRACTING

This order, or any part of it, shall not be assigned or sub-contracted without the written consent of the Purchaser. Any such consent shall not relieve the Seller of any obligation to comply with these conditions of purchase.

17. DETAILS CONFIDENTIAL

Any specifications, plans, drawings, patterns or designs supplied by the Purchaser to the Seller in connection with this order shall remain the property of the Purchaser, and any information derived there from or otherwise communicated to the Seller in connection with the order shall be regarded by the Seller as secret and confidential and shall not, without the written consent of the Purchaser, be published or disclosed to any third party.

18. LIABILITY

Goods shall remain the property of and shall be at the sale risk of the Seller until delivered to the Purchaser in accordance with the order or to some other person to whom the Purchaser will direct the Seller to delivery. The Seller will indemnify the Purchaser in full against all claims whatever which may be made against the Purchaser under the Employers Liability (Defective Equipment) Act 1969.

19. DESCRIPTIONS

The Seller warrants that goods will comply with any description direct or indirect which they have given, by whatever means, with respect thereto and such description will not be such as will cause the Purchaser to contravene the provisions of the Trade Descriptions Act 1969, if the goods are subsequently sold by the Purchaser under that description.

20. WAIVER

The terms and conditions of the Order must be strictly complied with notwithstanding that the Purchaser may on earlier occasion or occasions on previous orders have waived their rights under these conditions.

21. PRICES AND PAYMENT

- 21.1 If the Purchaser does not accept the variation, they shall be entitled to cancel the hole or any part of the order.
- 21.2 Unless otherwise agreed in writing by a director of the company, invoices will be payable not later than 60 days from the date the invoice has been raised.

22. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Seller in connection with or arising out of this order and provided that each party has given notice in writing to the other party of such dispute or, difference shall be referred to an arbitrator to be agreed between the Purchaser and the Seller, or failing such agreement within 14 days from receipt of such notice in writing, the dispute or difference shall on the application of either party be referred to an arbitrator, this arbitrator shall be agreed following consultation of the Institute Chartered Arbitrators. Any such reference shall be deemed to be submission to arbitration within the meaning of the *Arbitration and Conciliation Act 1996* or any statutory re-enactment thereof for the time being in force.

23. ENGLISH LAW

Except where otherwise specifically agreed in writing by the Purchaser and the Seller, this order shall in all respect be treated and construed as an English Contract, and in conformity with English Law.