

SEM LIMITED
CONDITIONS OF PURCHASE

SEM Limited are hereafter termed "the company"
The person firm or company to whom this order is addressed is hereinafter termed the supplier.'

2 The company will not be liable for any order except those made on the company's printed order form which must be signed on behalf of the company .

3 Until an unqualified acceptance of this order is received by the company, the company shall be at liberty to consider the order as unplaced notwithstanding any intermediate communication between the company and the supplier.

4 The company will not be liable for any variation addition amendment or alteration to this order which has not been confirmed by the company in writing .

5 If the supplier fails to supply any goods mentioned in this order within the time stated on the order the company shall without prejudice to any of its other rights or remedies have power to treat the supplier in breach of contract and cancel the order as regards the undelivered goods by notice in Writing to that effect and for the purposes of this condition time shall be of the essence of the contract.

6 In accordance with the Health and Safety at Work etc Act 1974 suppliers must provide all -information applicable to any health and safety risks inherent In the use of their products and in the absence of the Provision of any such information then it shall be deemed that there are no such health and safety risks applicable.

7 This order nor any part of it is to be sub-let without the company's written permission.

8 All goods shall be delivered carriage paid to the address stated and only the quantity of goods specified will be accepted and all goods delivered in excess of the quantity specified may be returned to you at your risk and expense.

9 All goods shall be properly packed marked and delivered at the suppliers expense in accordance with the company's requirements and packing and empties are returnable carriage forward If so requested at the supplier's risk.

10 Advice notes must accompany all goods and all invoices must be rendered with full and sufficient information invoices received after the 10th of the month following execution of the order will be carried forward one month for payment. A separate invoice for each consignment must be posted within three days after the despatch of goods.

11 The goods specified in the order shall be subject to inspection and approval by the company and if rejected will be held at the suppliers risk and will be returnable at the suppliers expense.

12 Without prejudice to the generality of the foregoing and to any rights of rejection given to the company by law the company reserves the right to cancel this order, or part thereof, if material or goods are not in accordance with the drawings or designs or instructions or approved samples or specifications are defective in workmanship or material or are not satisfactory to the company or for causes due to any acts, regulations demands or requests of any of Her Majesty's Governments or any department thereof or to force majeure or to fire, strikes, or enemy action affecting any of the company's works or the works of the supplier or other causes beyond the company's reasonable control.

13 The supplier shall accept responsibility for damage losses or delay in transit to include consequential damage or loss .

14 All patterns designs specifications and descriptive matter supplied by the company to the supplier shall remain the property of the company and shall be returned forthwith on the company so requesting .

15. The supplier shall pay all royalties and fees on patented articles processes and/or registered designs and indemnity the company against all claims In respect thereof and against all claims damages and costs in respect of any patent registered design or other monopoly or pledge which may be infringed by the goods supplied under this order..

16 The supplier will indemnify the company and keep it indemnified against all liabilities claims costs damages and expenses which the company may incur or to which it may become subject at the result of injury to or disease of the suppliers employees or those of its sub contractor or as the result of damage and/or injury to persons or to property occasioned by the suppliers employees or those of his sub contractor.

17 In the event of failure of the supplier to perform the contract In accordance with the terms as expressed or implied then the company reserves the right to obtain supplies covered by this order from another source for the duration of such failure and to reduce pro tanto, and without any obligation on the company, the quantity or amount if supplies ordered from the supplier.

18 The company may at any time by written notice make changes in the drawings designs and all specifications applicable to it's supply and all services covered by the relevant purchase order or the method of shipment and packing and or the place of delivery but the supplier will not be able to make any changes in the design or composition for any supplies ordered without the prior written authority of the company.

19 All tools, jiggs, dies, fixtures, models, patents, plans and/or equipment (tooling) which is supplied or paid for by the company or for which the company is liable to pay shall be clearly marked as being the property of the company and such tooling shall remain the property of the company and shall not be modified disposed of or used in the production of goods for third parties without the company's prior written consent such tooling shall be properly maintained and repaired by the supplier at all times.

20 The individual remedies reserved as hereby incorporated shall be cumulative and additional to any other remedies provided in law or equity or in the relevant purchase order No waiver of any breach of any provision of such purchase order shall constitute a waiver of any other such breach of such or any other provision.

21 The contract is not capable of assignment without prior written consent by the company.

22 The commencement of the execution of this order or any part thereof will be deemed to be an acceptance by the suppliers of the whole of these conditions.

23 The contract of which these conditions form part shall in all respects be construed and operate as an English contract and In conformity with English law and subject to English jurisdiction.

24 You are advised that inspection of manufacturing at your works may be required by our personnel and/or customers to ensure conformance to our quality assurance standards"