

CLEVELAND CABLE COMPANY LTD. RIVERSIDE PARK ROAD
MIDDLESBROUGH, CLEVELAND TS2 1QW

SALES TEL: (01642) 241133 FAX: (01642) 226171
ACCOUNTS TEL: (01642) 254234 FAX: (01642) 226474
E-MAIL: sales@clevelandcable.com

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

"Purchaser" means Cleveland Cable Co. Ltd, whose registered office is situated at Riverside Park Road, Middlesbrough, Cleveland TS2 1QW.

"Vendor" means the person, firm or company who the Purchaser agrees to buy the Goods from.

"Terms and Conditions" shall mean these terms and conditions as set out in this document.

"Goods" shall mean any or all of the goods or materials which from time to time the Vendor contracts to supply subject to these Terms and Conditions.

"Contract" means the Order and other contract documents between the Purchaser and the Vendor for the purchase of the Goods which incorporate these Terms and Conditions.

2. APPLICATION

2.1 These Terms and Conditions shall apply to all Contracts, whether written or oral, for the purchase of Goods placed by the Purchaser with the Vendor and shall prevail over any terms or conditions provided by the Vendor or that the Vendor seeks to incorporate.

2.2 Any variation or alteration of these Terms and Conditions shall have no effect unless agreed to in writing and signed by a director of the Purchaser.

3. PRICE

3.1 All prices will be as specified and are fixed. No increase in price shall be permitted unless agreed by the Purchaser in writing.

3.2 For the avoidance of any doubt a variation to the price will only be accepted if in writing where such a variation refers to a metal content change in accordance with industry standards. Such variation if agreed in writing will be calculated using industry standard formulae and according to official London Metal Exchange commodity prices.

4. GOODS

4.1 The Vendor warrants that it has title of the Goods and the right to sell the same.

4.2 The Vendor shall ensure that the Goods:

4.2.1 Correspond with their description, sample and any applicable specification;

BRISTOL TEL: (0117) 938 2222 FAX: (0117) 938 2220
GLASGOW TEL: (0141) 646 5000 FAX: (0141) 646 5001
LONDON TEL: (0208) 311 4141 FAX: (0208) 320 5454
MILTON KEYNES TEL: (01908) 221 414 FAX: (01908) 221 661
NEWCASTLE-UPON-TYNE TEL: (0191) 263 3363 FAX: (0191) 263 0601
WARRINGTON TEL: (01925) 655383 FAX: (01925) 655989

- 4.2.2 Are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended by any subsequent legislation, regulation or EU legislation) and fit for any purpose held out by the Vendor or made known to the Vendor by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Vendor's skill and judgement;
- 4.2.3 Are free from defects in design, material and workmanship; and
- 4.2.4 Comply with all applicable UK and EU statutory and regulatory requirements relating to amongst other matters the design, manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.3 The Vendor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and these Terms and Conditions.
- 4.4 The Vendor warrants that it has carried out all testing and evaluation necessary to eliminate any risk to health or safety from the use of the Goods and to ensure that the Goods meet the Contract, any relevant specifications and comply with any relevant UK and/or EU legislation.
- 4.5 The Vendor shall provide free of charge all test reports, drawings and certifications as are requested by Purchaser or by the Purchaser's customers to demonstrate compliance with this Clause 4 and these Terms and Conditions.
- 4.6 The Vendor shall maintain all test reports, drawings and certifications together with full and proper records of all Goods supplied by it to the Purchaser for a period of six years from the date of shipment of the Goods or any longer date as may be required by law

5. DELIVERY

- 5.1 The Vendor shall deliver the Goods:
 - 5.1.1 On the date specified in the Purchase Order on the basis of a Delivery Duty Paid (DDP) or Cost Insurance and Freight (CIF) standard form of international shipping contract. Such costs will be included in the Price;
 - 5.1.2 To the Purchaser's premises at Riverside Park Road, Middlesbrough, Cleveland TS2 1QW or to such other location as set out in the Purchase Order or as instructed by the Purchaser prior to delivery ("the Delivery Location"); and
 - 5.1.3 During the Purchaser's normal business hours, or as instructed by the Purchaser.
 - 5.1.4 With the Full Manufacturing Test Certificates.
- 5.2 The Goods shall be suitably and securely packaged and transported and be included in the Price unless otherwise stated.
- 5.3 Where a date of delivery is specified that date is of the essence of the Contract and the Vendor shall notify the Purchaser immediately if it is unable to deliver on that date.
- 5.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

6. RISK

- 6.1 Title to the Goods and risk of damage or loss shall only pass to the Purchaser on completion of delivery in accordance with Clause 5 above.
- 6.2 If the Goods are not delivered on the date they are due as referred to in Clause 5 above, or do not comply with the undertakings set out in Clause 4 above or the Contract, then without limiting any of its other rights or remedies, the Purchaser shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:
 - 6.2.1 To terminate the Contract;
 - 6.2.2 To reject the Goods (in whole or part) and return them to the Vendor at the Vendor's own risk and expense;
 - 6.2.3 To require the Vendor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.2.4 To refuse to accept any subsequent delivery of the Goods which the Vendor attempts to make;
 - 6.2.5 To recover from the Vendor any costs incurred by the Purchaser in obtaining substitute goods from a third party; and
 - 6.2.6 To claim damages for any other costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Vendor's failure to carry out its obligations under the Contract.
 - 6.2.7 To pay for those Goods which have been delivered.
 - 6.2.8 To return the Goods delivered at the Vendor's cost.

7. COSTS

- 7.1 The Vendor shall keep the Purchaser indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, loss of profit, penalties, legal and other professional fees and expenses awarded against or incurred or paid by the Purchaser as a result of or in connection with:
 - 7.1.1 Any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods to the extent that the claim is attributable to the acts or omissions of the Vendor, its employees, agents or subcontractors;
 - 7.1.2 Any claim made against the Purchaser by a third party arising out of or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Vendor, its employees, agents or subcontractors; and
 - 7.1.3 Any claim made against the Purchaser by a third party for death, personal injury, damage to property or any other claim or claims that arises out of, or is in connection with the Goods.
- 7.2 The Purchaser shall have the legal right to set off any sums owed pursuant to one Contract against another Contract.

7.3 The Vendor shall have and maintain product liability insurance, public liability and professional indemnity insurance ("Policies") in respect of any potential liabilities that the Purchaser may incur as a result of the Contract. Such Policies shall be for an amount to cover all of the potential liabilities. The Vendor shall produce the evidence that these Policies are in place on request from the Purchaser.

7.4 This Clause 7 shall survive any termination of the Contract.

8. FORCE MAJEURE

8.1 Without prejudice to any of the foregoing conditions if the Purchaser or Vendor are unable to perform their respective obligations due to Acts of God, war, civil disturbances, requisitioning, import or export regulations, strike, lock-out or trade dispute then such party may by written notice wholly or partly suspend future performance of the Contract.

9. NOTICES

9.1 Any notice required to be served pursuant to these Terms and Conditions shall be served as follows:

9.1.1 Notices to the Purchaser: to its registered office, or to the address to which the Goods are or were to be delivered

9.1.2 Notices to the Vendor: to its registered office or such other address as it may notify to the Purchaser.

10. CONFIDENTIALITY

10.1 Both parties agree to keep to these terms and conditions confidential and shall ensure that their respective personnel, servants and agents keep all information and issues in connection with the Contract confidential.

11. GOVERNING LAW

11.1 These Terms and Conditions and the Contract between the Purchaser and the Vendor are governed by the laws of England and the Vendor agrees to submit to the jurisdiction of the English courts.