Atlantic Precision Engineering

Conditions of Purchase

These Conditions are an integral part of the Purchase Order and shall apply except to the extent that they may be inconsistent with any Special Conditions appearing on the face of or otherwise incorporated in the Purchase order and which shall have precedence over these Conditions. Such Special Conditions (if any) and these Conditions shall constitute the entire agreement.

These Conditions may only be varied with the written agreement of the Purchaser.

The Supplier accepts the Purchase Order by acknowledging receipt or commencing performance. Purchase Orders will not be accepted against any other terms.

1. DEFINITIONS

1.1 The term "Purchaser" shall mean Atlantic Precision Engineering Limited.

1.2 The term "Supplier" shall mean the Organisation, Company or Person to whom the Purchase Order is issued.

1.3 The word "Goods" shall mean any such goods or service to be supplied to the Purchaser by the Supplier (or by any of the Supplier's sub-contracts) pursuant to or in connection with this Purchase Order.

1.4 The word "Service" shall include all service work specified in this Purchase Order.

1.5 "The Contract" shall mean the contract between Purchaser and Supplier consisting of the Purchase Order (the "Order") and any other document specified in the Order.

2. CONFORMITY QUALITY AND FITNESS FOR PURPOSE

2.1 All Goods supplied must be new and of satisfactory quality and free from defects in material or workmanship and shall conform to the quantity, quality and specification stated in the Order and any variations thereto and/or any drawing or sample submitted.

2.2 The Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Order.

2.3 No Goods shall be supplied with asbestos content.

2.4 The Goods shall conform in all respects with the requirements of any statutes, orders, regulations, standards or bye-laws from time to time in force.

3. RIGHTS OF THIRD PARTIES

3.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

4. DELIVERY

4.1 Time of delivery shall be of the essence and failure to deliver on dates agreed gives Purchaser right to cancel all or part of the order without prejudice to Purchaser's other rights, but in Force Majeure situations Purchaser will attempt to give reasonable extensions to delivery timing on prompt notification of situation by Supplier. Any extra costs resulting must be paid by Supplier.

4.2 Supplier shall use reasonable endeavours to meet Purchaser's request to change delivery timings at no extra cost to Purchaser and will inform Purchaser at once of any difficulty. Purchaser may refuse early delivery.

4.3 A delivery or advice note must accompany every delivery, detailing the Order number, quantities and description of the Goods included in the consignment.

4.4 All Goods must be delivered at the delivery point specified in the Purchase Order, between 0830 and 1630 hours Monday to Thursday and between 0830 and 12.30 hours Friday's, unless otherwise agreed by the Purchaser in writing.

4.5 Supplier must obtain a legible authorised signature on a separate copy of the Delivery Note, as proof of delivery.

5. INSPECTION REJECTION AND GUARANTEE

5.1 The Supplier shall permit the Purchaser or his authorised representatives to make any inspections or tests he may reasonably require, and the Supplier shall afford all reasonable facilities and assistance free of charge at his premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

5.2 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements specified herein or which are defective in any way. Such notice shall be given within a reasonable time after delivery to the Purchaser of the Goods concerned. If the Purchaser shall reject any of the Goods pursuant to this Condition the Purchaser shall be entitled (without prejudice to his other rights and remedies) either:

5.2.1 to have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Purchaser shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or

5.2.2 to obtain a refund from the Supplier in respect of the Goods or Service concerned.

5.3 The guarantee period applicable to the Goods shall be 12 months from putting into service or 18 months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies which the Purchaser may have) as quickly as possible remedy such defects
(whether by repair or replacement as the Purchaser shall elect) without cost to the Purchaser.

5.4 Any Goods rejected or returned by the Purchaser as described in paragraphs 5.2 or 5.3 shall be returned to the Supplier at the Supplier's risk and expense.