

TERMS & CONDITIONS FOR PURCHASES

1. Terms

a) All goods and services specified on this order are subject to the conditions specified on the order and below, these conditions shall have precedence over any of the supplier's conditions of sale, whether notified to the company before or after the date hereof. In particular any conditions of sale printed on any acknowledgement or acceptance of order made in response to the Order shall be of no effect.

b) All prices quoted on this Order are to be regarded as fixed for the term of the Order irrespective of actual delivery dates of goods, or performance date(s) of services, or other circumstances.

2. Definitions

- i) "Goods" shall mean the articles and things, tangible or intangible or any part of them described in the Order
- ii) "Services" shall mean any services or facilities, or any part thereof described in the order and provided to the Purchaser
- iii) "The Company" means BASEC Group Limited, registered office is at Kiwa House, Malvern View Business Park, Bishops Cleeve, Cheltenham GL52 7DQ, UK. Registered in England, No 13950143.
- iv) "The Supplier" shall mean the organisation/person or other legal entity with which the Order is placed.
- v) "Order" shall mean the Purchaser's purchase order document and, where used, specification.
- vi) "Group" shall mean, in relation to the Company, any subsidiary or holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company.
- vii) "Agreement" shall mean the contract between the Company and the Supplier for the provision of Goods or Services incorporating the Order and these Terms and Conditions.

3. Conformity

- i) All goods and services supplied must conform to the requirements of the order and to the Company's specification as detailed on or with the Order and be fit for purpose.
- ii) All Goods supplied and workmanship must be to the Company's satisfaction. Services must be supplied and performed in a professional manner and to the Company's satisfaction.
- iii) The Supplier warrants that the design, construction, quality and performance of the items and/or the Services to be supplied under this Order comply in all respects with the relevant requirements of the Order and of any statute, statutory rule or Order, or other instrument having the force of law which may be in force at the time when the same are supplied.
- iv) The Company reserve the right to break the seal of any items supplied under warranty, without prejudice to that warranty, in order to establish the cause of non-performance or to establish that the goods/services are in conformance with each other.

4. Assignment & Subcontracting

- i) This order may not be assigned, by the supplier, to any other party without written permission of the Company.
- ii) Work is not to be subcontracted unless previously agreed with the Company.

iii) The Company may at any time assign, transfer, sub-contract or deal in any other manner with any or all of its rights under the Agreement. The Supplier shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit of the Agreement, without the prior written consent of the Company. The Supplier hereby provides the Company with irrevocable consent to novate all rights and obligations of the Company under the Agreement to a subsidiary or other member of the Company's Group at any time. The Company shall notify the Supplier in writing 14 days before the effective date of any such novation, identifying the member of the Company's Group to which the Agreement will novate ("Incoming Party") and the effective date of the novation ("Novation Date"). With effect from the Novation Date, the following shall apply:

- a) The Company transfers all its rights and obligations under the Agreement to the Incoming Party, provided the Incoming Party has entered into a written agreement with the Company pursuant to which it agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of the Company.
- b) The Incoming Party shall enjoy all the rights and benefits of the Company under the Agreement.
- c) The Supplier agrees to perform the Agreement and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Company.
- d) All references to the Company in the Agreement shall be read and construed as references to the Incoming Party.
- e) The Supplier appoints the Company as its agent to execute in its name and on its behalf any documents necessary for the Company to give full legal effect to the novation.
- f) Insofar as necessary, the Supplier ratifies and confirms, and agrees to ratify and confirm, anything that the Company acting as its agent under this clause 4(iv) may do in the proper and lawful exercise, or purported exercise, of its right to novate the Agreement to the Incoming Party.
- g) The Supplier shall use its reasonable endeavours to execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this clause 4(iv) within 30 days after a written request from the Company.

5. Delivery

- i) All Goods & Services ordered shall be properly packed and delivery carriage paid (unless specifically agreed that carriage is chargeable to the company), to the address named in the Order. Until such time as delivery has been affected by the Supplier and Goods accepted by the Company, the Goods remain at the sole risk of the Supplier. If, after inspection by the Company, the Goods are rejected by the Company as not being in accordance with its Order or as being defective in any way, such Goods shall after notice to the Supplier, be held by the Company at the Supplier's risk and returnable at the Supplier's expense.
- ii) Time of delivery is of the essence of the contract and where the time of delivery is specified, no deviation is allowed without the express written consent of the Company.

iii) The Supplier shall straightaway notify the Company of any apprehended delay in delivery, dispatch or completion of goods or services described in the Order and, without prejudice to the Company's rights and remedies under the Contract or at law, the Company shall also be entitled to terminate the Contract if delay in delivery or despatch or completion of goods or services exceeds 28 days from the time contracted for delivery dispatch or completion of goods or services, as the case may be.

iv) Should the Company's normal course of business be disorganised, interrupted, restricted, hindered or delayed by any industrial dispute or by any cause beyond its control, it shall be entitled to direct that delivery of the Goods or Services, or any part thereof shall be postponed without compensation to the Supplier or any sub-contractor of Supplier until after the end of the disorganisation accordingly.

6. Packing

Packing material should not be returnable unless their return has been asked for in writing by the Supplier at or before the time of delivery and they are charged as a separate item on the invoice.

7. Prices

Prices shown on the Order shall be fixed and firm unless otherwise agreed in writing by the Company.

8. Payment

Unless otherwise agreed in writing by the Company, payment becomes due for the Goods on the last day of the calendar month following the date of acceptance of the Goods, or receipt of the invoice, if later. Provided that the payment is made within the time specified above the Company shall be entitled to all discount privileges.

9. Provision of Work or Services

Where the term "Goods" means work or services being provided on the Company's or the Company's Clients premises, the Supplier shall:

ii) Maintain adequate insurance to cover its liability in respect of personal injury, death or damage to property arising out of or in the course of the work or services, the subjects of the Order. The amount of such insurance cover will in no case be less than the sum of £1,000,000 in any one incident unless otherwise agreed in writing between the parties and such insurance shall be placed with a reputable insurance office. The Supplier shall ensure that such policy of insurance shall extend to include the Company's interest in principals. The Supplier will produce all relevant policies of insurance and receipts for premiums to the Company when requested.

iii) maintain adequate Employer's Liability insurance with a reputable insurance office and will produce all relevant policies and receipts for premiums to the Company when requested.

iv) indemnify the Company against any costs, claims or demands in respect of personal injury, death or damage to property arising out of, or in the course of works and services which are caused by the act or neglect of the Supplier, its employees, servants or agents; and

i) ensure that it's employees, servants and agents have read and comply with site or other regulations including the rules governing health and safety at work. The company may demand that the Supplier remove from any site any person who fails to comply with such regulations. The Company will notify the Supplier of any relevant rules and regulations on request from the Supplier.

10. Bankruptcy

If the Supplier becomes bankrupt or goes into liquidation or makes any composition with its creditors or if a Receiver or any of its assets is appointed the Company may either:

a) cancel the Order summarily by notice in writing without compensation to the Supplier; or

b) give any such Receiver or Liquidator or other person the option of carrying out the order.

11. Confidentiality

All orders placed by the Company are strictly confidential. The Supplier must not publish or cause to be published by any means whatsoever any details concerning the Goods or Services without the previous consent, in writing, of the Company.

Any information deriving therefrom or otherwise communicated to the Supplier in connection with any Order shall be regarded as confidential and shall not be made use of or divulged by the Supplier to any third party without the prior written consent of the Company.

The Supplier shall ensure that its Employees, servants or agents are informed of the provisions of this clause and that such employees servants or agents shall be bound by the terms hereof in the same way as the Supplier.

The Supplier shall fully indemnify the Company against any breach of the conditions of this clause whether by itself, its employees, servants or agents.

12. Applicable Law

These terms are governed by the laws of England and are subject to the exclusive jurisdiction of the English Courts.

13. Arbitration

Any disputes or differences which cannot be resolved between the parties shall be referred to an arbitrator to be appointed by mutual agreement between the parties, or failing agreement, to be appointed by the President for the time being of the Law Society. The provisions of the Arbitration Act 1960 or any subsequent amendment or re-enactment thereof shall apply to such arbitration.