

CONDITIONS OF PURCHASE

The following are Tremco-illbruck Production's Standard Conditions of Purchase:

Offer

This order constitutes an offer. Acceptance of an order binds a Supplier to these Conditions of Purchase which apply to all orders placed by Tremco-illbruck Production. Any acceptance of this Order by a Supplier shall notwithstanding any statement to the contrary only apply to this order in so far as such standard terms do not conflict with this order and these conditions of Purchase.

Time for Acceptance

This order shall remain for acceptance by the Supplier within 14 days of the date specified on the Order form unless withdrawn in the meantime by Tremco-illbruck Production.

Unauthorised Orders

Tremco-illbruck Production shall not be liable for Orders other than those on its printed Order forms and duly signed by an authorised officer on behalf of the Company.

Correspondence

The Purchase Order Number on the face of this order must be on all correspondence, Invoices and Advice Notes. Failure to comply with these instructions may delay payment of Suppliers Account.

Carriage

Carriage shall be in full to the delivery address stated on the Order unless prior arrangement is reached to the contrary.

Price variation

Variation of prices as ordered will not be accepted unless previously agreed in writing.

Payment

Payment will be made by the end of the month following delivery of goods, subject to invoices being promptly rendered, unless otherwise agreed. In addition statement must be rendered up to the end of each month and no account will be passed for payment unless the condition is complied with.

Warranty

The Goods, the subject of this Order shall

- a) be fit for the purpose for which they have been ordered
- b) be new and of the specified and merchantable quality and quantity, and free from defect in material, design and workmanship. The appropriate BS Specifications and Codes of Practice shall be followed where appropriate
- c) if samples or patterns have been supplied conform in all respects with the samples or patterns
- d) be packed, labelled and despatched to Tremco-illbruck Production's works in accordance with the applicable laws.

Inspection

Unless otherwise specified all Goods delivered hereunder will be subject to final inspection and acceptance or rejection by Tremco-illbruck Production within a reasonable time after delivery irrespective of date of payment therefore. A signature on delivery does not constitute acceptance of either quality or quantity. Tremco-illbruck Production will upon written notice to Supplier withhold any rejected Goods at Supplier's risk pending its instructions and upon Supplier's failure to furnish acceptance tests on the Suppliers premises prior to despatch of the Goods. Tremco-illbruck Production may return them to Supplier at the Supplier's expense. Tremco-illbruck Production reserves the right to inspect, witness

Patent Rights

The Supplier warrants that the goods do not infringe any patent or any other rights vested in any third party and the Supplier shall indemnify Tremco-illbruck Production against all claims which might arise from any breach of this warranty.

Cancellations

Tremco-illbruck Production reserves the right to cancel Orders which are not delivered within the time specified or which do not comply with the description and specification on the Order and to purchase the goods elsewhere charging the Supplier with any extra expense so incurred.

Loss to Free Issue Materials

The Supplier shall be debited with the cost of any free issue materials lost or damaged whilst in its care. The valuation of the materials at which they will be debited shall be the valuation shown on Tremco-illbruck Production's official order form.

Property

The property in the goods covered by the Order shall be deemed to have passed to Tremco-illbruck Production upon delivery to its works.

Force Majeure

If delivery or completion of this order is delayed or hindered whether directly or indirectly, by any circumstance beyond the control of the Supplier or Tremco-illbruck Production, (but without limiting the foregoing), Act of god, Legislation, War, Fire, Failure of Power Supply, lockout, strike or other industrial dispute or inability to procure materials for the performance of the Contract, Tremco-illbruck Production shall be entitled to cancel this order without incurring any liability and any division of the cost incurred by the Supplier in respect of this Order up to the date of cancellation shall be subject to agreement between the Supplier and Tremco-illbruck Production.

Assignment

This order may not be assigned by the Supplier without express consent by Tremco-illbruck Production in writing.

Interpretation

Any Contract arising out of this Order shall be construed in accordance with the Laws of England, "Any direct or consequential loss as a result of the Goods partly or fully not complying with any of the above requirements cannot be excluded from the purchase agreement".