1. CONDITIONS - APPLICABILITY OF

The provisions shall have the following effect at the Contract between the Company and the Supplier. Alternative conditions contained in the Supplier's quote, invoices, acknowledgements etc. shall not be of effect unless otherwise agreed by the parties.

2. SUPPLIER'S ACKNOWLEDGMENT

The Supplier, by accepting these Conditions, acknowledges, acceptance of payment or commencement of performance shall constitute Supplier's unqualified acceptance of the Conditions.

3. THE STANDARD AND CONDITIONS TO BE SUPPLEMENTED

The Standard and Conditions shall be supplemented by such additional items and conditions as the Company in its absolute discretion may require, and such additional items and conditions shall be deemed to be part of the Conditions unless and until expressly excluded or in any way appended thereto.

4. GENERAL

The Order shall be acknowledged in toto to reach the Company within ten (10) days of the date of the Order.

5. SUPPLIER's FAILURE TO DELIVER OR WORK

The Company shall not be liable to any Goods delivered or work carried out by the Supplier on verbal instructions only.

6. THE SUPPLIER'S CONSENT TO WRITING

(i) The Supplier shall choose a firm name mark or marks other than to appear on Goods supplied.
(ii) The Supplier shall give written notice of any proposed change in the specification of the Goods (the Specification). The Company shall be free to reject any change and insist on supply at the original Specification.

7. COMPANY'S PROPERTY

The Company reserves the right, by written notice, to require changes in the Specification subject to agreement on the changes and to add or remove any item at cost on price and delivery.

8. COMPANY PROPERTY ISSUED TO THE SUPPLIER

(a) All patterns, dies, tools, drawings, models, materials and other items supplied by the Company or manufacture or bought for the purposes of the Contract shall not be removed from the premises of the Company by the Supplier for use in the Contract, or for the benefit of any person, firm or company other than the Supplier.
(b) All Goods shall be the property of the Company and shall remain in the possession of the Company.
(c) The Supplier shall immediately return to the Company any Goods which are in the possession of the Supplier and which have not been manufactured or prepared for the Company.

9. TIME

The Supplier shall make all reasonable efforts to ensure that the Goods are delivered in accordance with the Company's nominated address and dates.

10. DELIVERY

The Delivery Date shown on the face of the Order is the date at which the Goods shall be delivered to the Company's nominated address and date.

11. IN THE EVENT THAT THE SUPPLIER FAILS TO MEET THE DELIVERY REQUIREMENT

The Supplier shall, at his own expense, ensure that all work is done at the Supplier's premises and that the Company's premises are free from any item or item at cost on price and delivery.

12. GOODS TO BE DELIVERED

All Goods delivered to the Supplier due to causes other than Force Majeure exceeds twelve (12) weeks, the Company may, in addition without prejudice to any rights at termination available to the Company, claim fair and reasonable damages in respect of the time within which the Goods are required to be delivered to the Company. The Goods shall be delivered in accordance with the specification and delivery date agreed in the Contract.

13. THE SUPPLIER SHALL INSTRUCT THE COMPANY IN RESPECT OF THE GOODS

The Supplier shall give the Company written notice of any proposed change in the specification of the Goods (the Specification). The Company shall be free to reject any change and insist on supply at the original Specification.

14. COMPANY'S OBIGATIONS

The Company reserves the right, by written notice, to require changes in the Specification subject to agreement on the changes and to add or remove any item at cost on price and delivery.

15. COMPANY PROPERTY ISSUED TO THE SUPPLIER

The Supplier shall insure the Company's property as aforesaid at its value at date of issue and shall give evidence of the said insurance to the Company. The Supplier shall effect such insurance as shall be necessary, to ensure compliance with this Condition.

16. THE COMPANY'S RIGHT TO REMEDY BREACHES

(i) Unless otherwise provided for in the Order, all containers (including packing cases, boxes, tins, and any other materials and packages) delivered to the Company shall be unconditionally returnable and their cost having been included in the Contract Price.

17. PRICE

The Price shall be deemed to be the price of the Goods and shall be subject to the following terms and conditions.

18. DELIVERY

(a) The Supplier shall deliver the Goods to the Company as per the Contract. The Supplier shall notify the Company in writing of any defects to Goods supplied in accordance with the terms of the Contract, and the Supplier shall be responsible for the repair of such defects.

19. FORCE MAJEURE

(i) By reason of Force Majeure (including without limitation, an act of God, natural disasters, fire, floods, explosions or earthquakes, any act of the Government of the Company of Supplier, war, inquisition or riot, strike and lockouts, the Supplier shall be entitled to perform any obligation or performance required in the consideration of the Goods. The Company reserves the right, by written notice, to require changes in the Specification subject to agreement on the changes and to add or remove any item at cost on price and delivery.

20. THE SUPPLIER SHALL BE ENTITLED TO EX⋯

(i) Where Goods have been returned as defective through fault of the Supplier, the replacement Goods shall be charged at the original price shown on the face of the Order.

21. WARRANTIES

(i) The Supplier warrants that the Goods supplied shall be of merchantable quality and fit for the purpose for which they are intended and in accordance with the description and any sample given by the Supplier.

22. THE SUPPLIER'S REMEDIES

(i) In the event of non-compliance with any of the above Condition, the Supplier shall notify the Company in writing of any defects to Goods supplied in accordance with the terms of the Contract, and the Supplier shall be responsible for the repair of such defects.

23. PACKAGES

(i) Unless otherwise provided for in the Order, all packages (including packing cases, boxes, tins, drums and wraps) delivered to the Supplier shall be considered so non-returnable and their cost having been included in the Contract Price.

24. PASSING OF PROPERTY, RISK AND TITLE

(i) The risk in the Goods supplied passes to the Company on delivery, but without prejudice to the Company's right of rejection.

25. PAYMENT

(i) The Company shall pay the Goods on the Net Thirty (30) days, unless otherwise stipulated on the face of the Order.

26. PAYMENT BY THE COMPANY

(i) Payment by the Company, in accordance with such terms, shall not constitute any admission by the Company as to satisfaction or acceptance of the Goods or any obligations of the Order.

27. THE SUPPLIER'S OBLIGATIONS TO THE COMPANY

(i) Where the method of payment between the Supplier and the Company is by cheque via the postal system, the Supplier shall be responsible for all costs and expenses incurred by the Supplier in respect of the delivery of any payments for Goods or services supplied by the supplier by cheque or BACS. The risk of the cheque will pass upon delivery by the Company to a postal authority and the supplier shall upon such delivery be deemed to have received payment.

28. SECURITY INTEREST

(i) The Company may, by written notice to the Supplier reject the Goods if the Supplier is in breach of any condition of the Contract. The Supplier shall be entitled to retrieve the Goods from the premises of the Supplier at the Supplier's expense.

29. PACKAGES

(i) The Supplier may, by written notice to the Supplier reject the Goods if the Supplier is in breach of any condition of the Contract. The Supplier shall be entitled to retrieve the Goods from the premises of the Supplier at the Supplier's expense.

30. RESTRICTIVE ARRANGEMENTS

(i) The Supplier shall not, without the Company's written consent, use the Company's name or any marks or logos associated therewith to the extent necessary for the proper performance of the Contract.

31. CONFIDENTIALITY

(i) The Supplier shall not use the know-how or any other confidential information without the prior written consent of the Company.

32. RIGHTS AND OBLIGATIONS OF THE COMPANY

(i) The Company shall have no liability in respect of any claim made by the Supplier for damages in respect of the Goods delivered to the Company under the terms of the Contract.

33. HAZARDOUS MATERIALS

(i) The Supplier shall advise the Company of any substances that are subject to the Montreal Protocol, which might be the subject of the Contract.

34. FAILURE TO ACCEPTANCE

(i) The Company shall have the right to inspect the Goods before return, such inspection shall be without prejudice to the Company's right of rejection.

35. PACKAGES

(i) Unless otherwise provided for in the Order, all containers (including packing cases, boxes, tins, drums and wraps) delivered to the Supplier shall be considered so non-returnable and their cost having been included in the Contract Price.