

## **REXEL SENATE LIMITED (“The Buyer”) CONDITIONS OF PURCHASE**

### **1. INTERPRETATION**

In these Conditions “Buyer” means REXEL SENATE LIMITED. “Supplier” means the person, firm or company who accepts the Order. “Goods” means any goods or services agreed in the Contract to be bought by the Buyer from the Supplier (including any part or parts of them). “Order” means Buyer’s written request or instruction to supply the Goods, incorporating these Conditions. “Contract” means the Order and the Supplier’s acceptance of the Order.

### **2. ACCEPTANCE AND APPLICATION OF TERMS**

2.1 Acceptance of this Order shall bind the Supplier to the following terms and conditions.

Each Order for Goods by the Buyer from the Supplier shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions and no Order shall be accepted until the Supplier, either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.2 These Conditions are the only Conditions upon which the Buyer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.3 Any variation of this Order must be in writing and agreed and signed by both parties.

2.4 No terms or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

### **3. QUALITY OF GOODS**

The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification supplied or advised by the Buyer to the Supplier. Unless otherwise agreed the Goods must also conform with any applicable British standard. The Buyer’s rights under these Conditions are in addition to the statutory conditions implied in favour of the Buyer by the Sale of Goods Act 1979.

### **4. REGULATIONS**

4.1 Without prejudice to Condition 3 hereof, the Goods and information relating to them shall comply in all respects with any relevant UK laws and regulations including the Consumer Protection Acts 1961 and 1971, the Consumer Safety Act 1978 and regulations made under them and the Health and Safety At Work Act 1974 and shall be supplied at no extra charge with all written information required by any such laws and regulations.

4.2 The Supplier shall comply with and bear all costs for the compliance with Directive 2002/96/EC on waste electrical and electronic equipment (WEEE) in the different member states of the EU.

4.3 The Suppliers guarantees that products are manufactured with respect to the laws in force in the country of production including environmental and social legislation.

### **5. DELIVERY**

5.1 Delivery shall be to the place and at the time schedule state in the Order. Time for delivery shall be of the essence.

5.2 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:

(i) cancel the Contract in whole or in part;

(ii) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(iii) recover from the Supplier any expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another supplier; and

(iv) claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier’s failure to deliver the Goods on the due date.

5.3 The Buyer shall not be deemed to have accepted the Goods until it has had 60 days to inspect them following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 60 days after any latent defect in the Goods has become apparent. All costs in relation to rejection, replacement and repair shall be paid by the Supplier.

5.4 Without prejudice to any other rights and remedies of the Buyer and whether or not such defect is revealed by the Buyer’s inspection, the Supplier shall, at the option of the Buyer, promptly replace, repair or refund the price of any Goods found to be defective within 18 months of delivery, whether such defect arises from faulty design, materials, workmanship

or otherwise.

5.5 If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

5.6 If the Supplier requires the Buyer to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Buyer and any such packaging material shall only be returned to the Supplier at the cost of the Supplier. This Condition 5.5 does not affect any statutory right, under any applicable legislation in force at the relevant time, for Buyer to require Supplier to take back or otherwise deal with any such packaging.

5.7 Supplier may not deliver Goods in installments or make partial deliveries unless otherwise stated on the Order. Where delivery is in installments in the Order, failure by Supplier to deliver any one installment shall entitle Buyer to treat the whole Contract as repudiated.

## **6. RISK/PROPERTY**

The Goods shall remain at the risk of the Supplier until delivery to the Buyer is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Buyer.

## **7. ORDER NUMBERS**

Buyer's official order number must be obtained prior to making deliveries. Unless this order number is quoted the Buyer will bear no responsibility for the delivery and any ensuing invoice or payment thereof.

## **8. DOCUMENTS**

8.1 If so required the Supplier shall provide a certificate of conformance to specification with each delivery and failure to supply such certificate will entitle the Buyer, at its discretion, to reject the delivery in whole or in part.

8.2 A packing note shall accompany each consignment and shall state the reference number of the Order together with the number of packages in the consignment.

8.3 Advice notes without any reference to price or costs, but bearing all other details, quoting the order number as over and stating the destination of the Goods, must be sent the day Goods are dispatched to the same address, otherwise the Buyer will not be responsible for delay in advising the Supplier of any discrepancies

## **9. PRICES**

The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges. No variation in price or extra charges shall be made without the written consent of the Buyer.

## **10. PAYMENT**

10.1 The Buyer shall pay the Supplier on 60 days end of month and will take 2.5% prompt payment discount unless otherwise agreed, and time for payment shall not be of the essence.

10.2 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier under the Contract.

10.3 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum over Barclays Bank plc's base rate from time to time. The Supplier is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

## **11. CANCELLATION**

11.1 The Buyer may cancel the Order in whole or in part if the Order is not completed in all respects in accordance with its stipulations and these Conditions.

11.2 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

11.3 The Buyer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

(i) the Supplier commits a material breach of any of the terms and conditions of the Contract; or

(ii) any distress, execution or other process is levied upon any of the assets of the Supplier; or

(iii) Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of Supplier's undertaking or assets or suffers anything analogous under foreign laws;

(iv) Supplier ceases or threatens to cease carrying on its business; or

(v) Buyer has reasonable grounds for suspecting that an event in Condition 11.3(iii) has occurred or shall occur, or that Supplier shall not deliver the Goods in accordance with the Contract, and so notifies Supplier.

11.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## **12. CONFIDENTIALITY**

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Buyer or its agents and any other confidential information concerning the Buyer's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

## **13 INTELLECTUAL PROPERTY**

13.1 The Buyer warrants that neither the sale nor the use of the Goods will infringe any patent, trade mark, trade name, registered design or other industrial property rights in any part of the world.

13.2 The Supplier will indemnify the Buyer from all actions, costs, claims, demands, expenses and

liabilities whatsoever resulting from any actual or alleged infringement and at its own expense the Supplier shall defend or assist in the defence of any proceedings which shall be brought in that connection. Patents, registered designs, copyright and other industrial property rights in or resulting from any design or development work carried out by the Supplier at the request of the Buyer in the execution of the Order shall exclusively vest in the Buyer.

13.3 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Buyer but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be used otherwise than as authorised by the Buyer in writing.

## **14. INDEMNITY**

14.1 The Supplier shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

(i) defective workmanship, quality or materials;

(ii) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and

(iii) any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

## **15. ACCESS AND INSPECTION**

At any time prior to delivery of the Goods to the Buyer the Buyer shall have the right (but shall be under no obligation) to inspect and test the Goods. If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Buyer to the Supplier, the Buyer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Buyer shall have the right to require and witness further testing and inspection. Notwithstanding any such inspection or testing, the Buyer relies entirely on the skill and judgment of the Supplier as regards all aspects of design and manufacture the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

## **16. REMEDIES**

16.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

(i) to rescind the Order;

(ii) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

(iii) at the Buyer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

(iv) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;

(v) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and

(vi) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

## **17. ASSIGNMENT**

The Supplier shall not assign or sub-contract the whole or part of the Order without the prior written consent of the Buyer.

## **18. FORCE MAJEURE**

The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **19. GENERAL**

19.1 These Conditions and any Order placed in whole or in part subject to them shall in all respects be governed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

19.2 No term or condition of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Contract.

19.3 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.

19.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.5 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.6 Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.