Broxap Limited - Terms and conditions of sale

broxap street furniture

GENERAL
In these Conditions:
the following expressions shall have the following meanings:
"Buyer" the individual firm company or other party from whom an Order to
Supply Goods and/or provide Services is received by the Seller.
"Conditions" the standard terms and conditions of sale of the Seller as set
out in these terms and includes any additional terms and conditions of sale
agreed in Writing by the Seller.
"Contract" a contract for the Supply of Goods and/or provision of Services
by the Seller to the Buyer whether made vertually or in Writing.
"Date of Deliver," the date on which delivery of the Gords or Services

by the Seller to the Buyer whether made verbally or in Writing.

"Date of Delivery" the date on which delivery of the Goods or Services takes place pursuant to Condition.

"Goods' the goods, articles, or items which the Seller is to supply under the Contract.

reasonable digging conditions.

"Order" an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.

"Seller" Browa Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.

"Services" the work, installation, maintenance, services, or any of them to be provided and delivered by the Seller pursuant to the Contract.

"Site" the premises or Jocation nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.

"Writing" includes facisimile transmission, electronic mail, and other comparable means of communications.

ORDERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS

These Conditions are incorporated in the Contract and contain the entire obligations between the Seller and the Buyer. In the case of any entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail.

These Conditions sply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly in Writing by the Seller's

The description of the Goods and/or Services shall be set out in the Seller's quotation.
Any figures, statements description:

The description of the Goods and/or Services shall be set out in the Seller's quotation. Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, weights or any other matters contained in the Seller's catalogues, and inspected by the Buyer are not guaranteed to be accurate and are intended merely to represent a general picture anafor quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample. If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but the Seller reserves the right at any time without notice to the Buyer to charge or modify the particulars of any accordance with a particular of any soods or materials used in their imanufacture and to supply the Goods as so modified or substitute similar goods of equivalent type.

The Seller gives no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Seller.

No right of ownership or interest in the Seller's patients, registered designs, traclemarks, copyrights, or any other intellectual property ownership or Services provided under these Conditions. The Seller's patients of the Services provided under these Conditions. The Seller's patients or representations in relation to the Seller's patients, registered designs, trademarks, copyrights, or any other intellectual properly and does not warrant or represent that any registered patients, registered designs, trademarks, copyrights, or any other intellectual properly are valid or will retrigent to the complex of the seller's patients.

warrant or represent that any registered patents, registered designs, trademarks, copyrights, or any other intellectual property are valid or will remain registered. Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the sudability and fitness of the specification of the contract by reason of any infringement of any such partial ratio and specification of the contract by reason of any infringement of any such partial ratio of the specification of the specification of the specification of any description to the Buyer of the Specification of the

QUUIATIONS AND PRICE

The Seller's quotations are estimated and valid on the date of quotation
and are provisional in so far as they are subject to alteration by reference
to any changes in the price of raw materials, any filten to be acquired by
the Seller from a third party, rates of vages, other costs of production,
the conditions of the Sife for the provision of the Services and any other
circumstances beyond the Seller's control taking place between the date
of the quotation and the Buyer's placing of an Order in respect thereof For
the avoidance of any doubt, prices are subject to correction in the event of
errors or omissions.

the avolume to any owner performs on the state of the Goods and/ or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part

any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or

any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or any other reason whatsoever beyond the control of the Seller including (but without projudice to the generally of the foregoing) fluctuations in exchange of the control of the seller including (but without projudice to the generally of the foregoing) fluctuations in exchange other authority or any labour problems.

The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract if the Seller becomes aware of facts or circumstances with offers rese to the need for the Seller to supply additional Goods and/or Services which shall be dealt with a accordance with Condition 12 to it in the Seller's quotation shall be contracted place of delivency, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be at the Buyer's soler risk and expense) and any additional charges incurred by the Seller including but not being limited to congestion charges, parking charges, local authority licences and charges for sells and plant him.

Samples submitted to the Buyer will be payable by the Buyer undess edicated the seller may submit samples for approval by the Buyer before manufacturing most of the Vordes (Seller in a working from a new pattern or design, the Seller may submit samples for approval by the Buyer before manufacturing most of the Order within will only be commenced on receipt of such approval in Writing.

The Seller's aputation assumes reasonable digging conditions for the

manufacturing most of the Order which will only be commenced on receipt of such approval in Witting.

The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer up on the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and nority the Buyer of any advise the Useyer in writing of the nature of these and nority the Buyer of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.

The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to refuse such additional work if the Seller accepts such additional work the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may after once the Seller with an estimate which the Buyer acknowledges may after once the Seller than the Seller accepts such additional work the Seller shall provide the Seller some strength of the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may after once the Seller some strength of the Seller's counted that the Seller is consistent to the Seller is consistent to the Seller's quotation assumes normal working hours of 8.00 am to 8.00 pm (excluding weekends) and the Seller reserves the right to increase the Contract price if work outside of these hours is required.

The Buyer warrants that all information supplied to Seller is complete and accurate and the Seller reserves the right to increase the Contract price of terminate the Contract in the event of any breach of this warranty.

Delivery of Goods shall be deemed to be effected by the Seller, (a) where Goods are delivered by the Seller, when the same arrive prior to unloading

Delivery of Goods shall be deemed to be effected by the Seller, fall where Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or at the nearest accessible road point to such Site, (b) where Goods are delivered by an independent carrier, at the time of bading onto the carrier's whicle, (c) where Goods are collected by or on behalf of the Buyer by its sevenants or agents, when the same are collected or (d) in the case of Services shall be deemed to be delivered at the time of complete to the Services. Whist the Seller will make every reasonable effort to complete the Contract Whist the Seller will make every reasonable effort to complete the Contract Whist the Seller will make every reasonable effort of complete to Contract Whist the Seller will make every reasonable effort of retires shall only constitute the times by which the Seller expects to effect such delivery and in to time is agreed delivery and/or provision will be within a reasonable time but the time for performance of the Contract by the Seller shall not be of the sessence of the Contract, the Seller's failure to so deliver and/or provision the seller shall not be of the sessence of the Contract and the Seller shall not any circumstances be responsible for any director or consequential loss or damage of any kind whatsoever.

not in any circumstances be responsible for any dreet or consequent balls or diamage of any kind whatsoever. The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall be a serviced to a tent the Seller and/or services or appears that the Seller and/or its servants or agents. But and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services. Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the third that the control of the parties, but the deliver of the party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible. If the Buyer insile to take delivery of the Goods for any reason, the Buyer shall pay the Seller for any re-delivery required by the Buyer. The Seller reasers the right for these to deliver the Goods outside the UK. Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 2(3) of the Seller Goods Act 1979.

All pallets, crates, wheels, and other packaging specified as returnable will be charged for and credited if not returned within 26 days. In the event of a dispute such packaging shall be deemed to have not been returned to elivers the factor of the salver of Goods days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller

OUANTITIES AND INSTALMENTS
Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly but no default in respect of any one instalment shall be liable accordingly but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalment in instalments. He seller shall be entitled to invoice each instalment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or non-provision of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of the Goods and/or provision shall entitle the Seller to suspend deliveries of the Goods and/or provision of other instalments and the seller of the Goods and or the Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered, and the Buyer shall pay the price of the Goods received.

USPENSION AND CANCELLATION
the Buyer requires cancellation of the Contract this will only be a If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of the Selter and unless otherwise agreed in Wirting only upon condition that any costs, charges, or expenses (both direct and consequential) incurred by the Selter up to the date of cancellation and the value of all loss or damage both direct and consequential) incurred by the Selter by reason of such cancellation will be reimbursed by the Buyer to the Selter by reason of such cancellation will be reimbursed by the Buyer to the Selter forthwith. Acceptance by the Selter of large cancellation by the Buyer will only be brightly upon the Selter if it is made in Writing.

will only be binding upon the Seller If it is made in Writing. The Seller shall suspend the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all stronge charges and other additional costs the Seller incurs thereby, and such costs shall be added to and form part of the prior for the Goods. If such suspension shall continue for a period of more than 28 days, then the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 6.1. Any date for performance by the Seller of any of its obligations under the Contract and the selected for a period equal transpersion of Condition 6.1. Any date to performance be unlessed for a provision of Condition 6.1. Any date to perform the contract and the selected of the parties shall be appendix of the Contract and the selected of the parties shall be appended to a support of the Contract and the selected of the parties shall be appended to the contract and the selected of the parties shall be appended to the contract and the selected of the parties shall be the same as the contract and the selected of the parties shall be the same as the selected of the parties and the selected of the parties of the parties and the selected of the parties of the parties and the selected of the parties of the parties and the selected of the parties of the parties

TERMS OF PAYMENT

Saw where the Saller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 90 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.

No payments shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall be deemed to his descend or of this Contract despite any others provided any others and the seller of the Seller than the Seller has not only the seller any despite or conscious that the Contract to the Seller by the Seller or for which the Seller shall any amount due and payable under the Contract to the Seller any amount which is not then used and spayable by the Seller or for which the Seller shaps the sillar shall be to pay the Seller or symmetry which is not then the others of the Seller shaps and the shall shall be seller shap amount which is not then the contract to the Seller shap amount which is not then shall the shape shall be to pay the Seller or for which the Seller shaps and to the Contract to the Seller shap amount which is not then shall be shall be

and payable by the Seller or for which the Seller disputes liability. If the Buyer fails to pay the Seller any sum due pursuant to the Contract by the due date the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate of National Westminster Bank plc, accruing daily until payment is made, whether before or after any judgment. The Seller is also entitled to levy an additional charge which may be incurred by the Seller because of the Seller pursuing the Buyer for payment.

The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.

relevant to its credit account.

If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller resenves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any othere third party in respect to the handling of the dishonoured cheque.

other third party in respect to the handling of the dishonoured cheque. Where the Seller agrees for the Buyer to pay for the Goods and/or Serv by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due immediately and payable together with interest in accordance with Condition 9.4.

10. INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES
10. When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personal and tools for the provision of the Services according to the details specified in its quotation.

2. Whene Services are to be provided under Condition 101, unless otherwise agreed the Buyer will be responsible for fas appropriately.

2. If a necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and frieng points.

10.2. The provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller selecting and insurance of the Goods from the the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; or services, and the seller access to any possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit;

20.2 the removal of all debris and surplus materials from the Site at its sole cost and expense.

3. The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has completed with its obligations under Condition 10.2. If the Buyer acknowledges that the Seller may in its discretion and at its sole option either arrange for the provision of south time or items as it may require and change such expense as may be incurred in providing such item or items and they are such expense as may be incurred in providing such item or items to the Buyer or invoke the provisions of Condition 104 below.

10.4 The Buyer acknowledges that the ability of the Seller to provide the Services to fyriamy improvince to the Seller, in the event that the Sel

The Cuper Warrans unter-where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that authority;

it has obtained all relevant licences and consents to allow for the Seller to perform the Services and it has complied with all requirements applicable to the Goods;

to the Goods; it has carried out a full inspection of the areas on which the Selfer is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, underground service

it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health;

It has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are aler and without risk to health: it has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against all and any claims which arise from any subsequent discovery of a latent defect on such area; it will enable the Seller to deliver the Goods and/or perform the Services or such active and the seller of the Seller and time shall be of the sessence in this regard; it will enable the Goods are suitable and fit for the purposes the Buyer intendight that Goods are suitable and fit for the purposes the Buyer intendight that Beach and the Seller to the Seller and time shall be of the sessence in this regard; it will enable the seller to the Seller and time shall be of the sessence in this regard; it will enable the seller to the Seller and time shall be of the Goods or seller and the seller and the Seller and time shall be of the Seller and time shall be shall be

ADDITIONAL GOODS/SERVICES

Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefore and upon acceptance in Writing therefore and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

losses suffered or incured by the Seller arising out of or in connection wis wint removal or disposal.

The Seller's lability under this Gods supplied and/or Services provided under any Contract De the due date or is otherwise in breach of this or any other contract made with the Seller, or the Seller or its servants or agents are denied full and free right of access to the allegady defective Goods and/or Services or the Buyer has not properly kept, used and maintained the Goods strictly in accordance with the manufacturer or the Seller is invalidated in the conditions of the Seller is the manufacturer or the Seller is invalidated for the Seller is the manufacturer or the Seller is invalidated for the Seller is the manufacturer or the Seller is invalidated for the contractions of the Seller is the contractions of any five.

13.4.3 the defect of failure is caused by willful damage, interference, dirf, neglect, misuse, accident or abnormal working conditions or continued use after a defect has become apparent; or 13.4.4 the defect or failure is caused by defective, maintenance or incorrect installation of the Soods by an agent or contractor of the Suyer; or

13.4.5 the defect or failure is caused by wear and tear; or
13.4.6 the Buyer has failed to notify the Seller in Writing of any loss, defect or
suspected defect within 3 days of the Date of Delivery; or

13.4.5 the defect or failure is caused by wear and tear; or
13.4.6 the Buyer has failed to notify the Seller in Wilring of any loss, defect or
13.4.7 if such defect or failure size, within 3 days of the Date of Delver; or
13.4.7 if such defect or failure sizes as a result of any inaccurate or incomplete
13.4.8 the Buyer, has modified the Goods in any way.
13.5. The warranty set out in Condition 13.1 shall be in lieu of any warranties
13.6.1 considerable to reflect the sizes of the Seller to the Seller

which the Contract relates.

Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller gives no warranty that the Goods or installation thereof will prevent authorised access and the Seller shall not be held liable for any loss or

unauthorised interference with the Goods.

The Davie about an of the Goods are goods supplied by the Selet which are made and agreement and the Selet which are made and pressure treated for long like. As a result, the wood has a moisture content which under certain conditions, including but not being limited to sur, air and earth, will periodically shrink and expand and cause stress cracks in line with the grain. The Selet guarantees that any pressure treated timber which not are considered to the selection of the selection of

The Seller does not warrant that any two items supplied by it will be identica in colour and the Buyer acknowledges that it shall have no recourse against

GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES

GOODS AND MALEMALS MANUFACT UNELD BY THIRD PARTIES. Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or no helalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring.

15. TITLE TO GOODS

15. Linking paymen in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.

15.2 Linklit little to the Goods has passed from the Seller to the Buyer, the Buyer shall:

15.2. Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property:

15.2.2 not remove, define or obscure any identifying mark on or relating the Goods so that all risks for the time full price may be sufficient to the seller shall be goods.

15.2. In the Goods is restricted by the Seller's property:

15.2.4 not the Goods are the Seller's property.

15.2.4 not the Seller immediately if it becomes subject to any of the events listed in clause 55, and give the Seller such information relating to the Goods as the Seller may require from time to time.

Subject to Conditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any moneys of the Buyer and/or any third party, any sale shall be effected in the ordinary course of the Buyers' and property on the Buyers' and the Buyer's and the Seller's shall be the Seller's property on the Buyer's now behalf and the Buyer should deal as principal when making such as also. Notwithstanding the provisions of this Condition 15.3, the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other Contract between the Seller and the Buyer.

The Seller may alary time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours prior notice in Writing of such contained in Condition 15.3 by giving 24 hours prior notice in Writing of such congett that 4 days in the payment of any sum whatesover due to the Seller from the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract for Integrated any other contracts of the supper contracts of the way.

from the buyer (Wheeler III Legest) and a support of the Contract or in respect of any other Contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the

The Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cease if:

ine Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automistically cases it is a receiver or administrative receiver is appointed over the horizontal part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (excepts made against the Buyer or the Buyer goes into voluntary liquidation (excepts or makes any arrangement with list corditions or becomes subject to an administration order or commits any act of bankruptcy, or the Buyer pleagles or in any way charges by way of security for indebtedness the whole or any part of the Goods. Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation of the terms of this Condition 15 and othain the contract to the terms of this Condition 15 and othain the contract was made by the third party directly with the Seller. The Seller will have the right to maintain an action against the Buyer for the price of the Goods in the Seller.

celevere at the time of completion by the Selevices. Notwithstanding the reservation of title contained in Condition 15, the Byer shall insure the Goods and/or any products made wholly or part between the Selevices of the Selevices are being rendered for the Selevices of the Selevices of the Selevices are being rendered for softice of regular from the time of delivery of the Goods until the date title in the Goods passes to the Byer prusant to Condition 154 or practical completion of the Services has taken place and procure that the interest of the Seler as the owner of the Goods and/or performer of the Services is noted on the policy of such insurance and produce such policy to the Sele or inspection on demand.

The attention of the Buyer is drawn to the provisions of section 6 Health an Safety All Work (ELO) Act 1974. The Safet will make available upon request information on the design, construction, and installation of its products to the design, construction, and installation of its products to triak to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, apents, or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be give

question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give written notice to the Seller to terminate the Contract TERMINATION
Without prejudice to any other rights or remedies which the parties may be represented to the seller to terminate the Contract and/or suspend the performance of the Contract is the contract and/or suspend the performance of the Contract is the Buyer commits a breach of any of the terms of the Contract and off suspending of the threads. The Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller for any number of the Seller group of which the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller for any number of the Seller group of which the Buyer suspends, or threatens to suspend, payment of its oblets or is unable to pay its debts and the seller to the seller to

GENERAL

If at any time any one or more of the provisions or part thereof of these
Conditions becomes or is invalid, illegal, or unenforceable in any respect
under any law or is held by a court to be invalid, illegal, or unenforceable, to
waidify an enforceability of the remaining provisions hereof shall not in a
provision or infected or invalid the design of the country of the country of the country
These Conditions and each and early Contract made pursuant to them

These Conditions and each and every Contract made pursuant to them shall be governed by and construction in all respects in accordance with the laws of England and the Seller and the Eugen Period of the contract of the Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been received: if sent thy pre-paid first-class post, two days (excluding Saturdays, Sundays (if sent the pre-paid first-class post, two days (excluding Saturdays, Sundays).

and bank and public holdelps) after postery excusive of the day of posting)
20.3.2 if delivered by hand, on the day of delivery.
20.3.3 if sent by han, on a working day prior to 4.00pm, at the time of transmission
20.4 No values by the Seller of any brase), of any provision of the Contract by
20.5 the Seller of any brase), of any provision of the Contract by
20.6 No values by the Seller of any brase), of any provision of the Contract by
20.7 the Buyer shall be considered as a valvier of any subsequent breach of the
30.7 the Seller of any brase), and the Buyer.
20.5 The parties do not intend that any term of the Contract shall be enforceable
by virtue of the Contracts (Rights of That Parties) Act 1999 by any person
that is not a party to it.
20.6 The Seller may assign the Contract or any part of it to any person, firm or
company. The Buyer shall not be entitled to assign the Contract or any part
of it without the prior written consent of the Seller.
20.7 The Seller reserves the right to subcontract any part of the Order or
Contract.

Contract. The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and no behalf of the Seller. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to brink the other party in any way.

Broxap Limited - Terms and conditions of purchase



Broxap Limited ("the Company") CONDITIONS OF PURCHASE

TERMS AND CONDITIONS

- Each order by the Company constitutes an offer to the person named in the order ("Supplier") in relation to the goods and/or services and at the price and upon the terms and conditions stated or referred to in it and these Conditions. Any commencement of work on the order or written acknowledgment (whether referring to conditions inconsistent with these Conditions unless clearly stated on its face to be a counteroffer) of the order may be treated by the Company as an unconditional acceptance of the order. The contract formed by such acceptance of the Company's conditions unless clearly leading the conditions unless conditions and the conditions are conditional acceptance. order ("Contract") shall exclude any terms or conditions put forward by the Supplier or referred to in any negotiations or arising from any previous course of business
- The Company shall not be liable for any order unless issued on the Company's official order form nor be bound by any variation or waiver or, addition to, these Conditions unless in writing signed by an authorised officer of the Company

PRICE AND PAYMENT

- The prices payable for the goods and/or services ordered by the Company shall be the prices listed in the order In the event that the Supplier shall seek to increase its prices, it shall give to the Company, not less than 60 days'
- notice in writing of its intention to implement such price increases
- No variation or increase in the price may be made (whether on account of increased material, labour or tracosts, fluctuation in exchange rates or otherwise) without the prior consent of the Company in writing
- 2.4 The Company shall pay the price for the goods and/or the services on a 60-day net monthly account, following receipt by the Company of the Supplier's invoice, but time for payment shall not be of the essence of the Contract

DELIVERY AND PERFORMANCE

- The Supplier agrees that all goods shall be delivered at the time (being of the essence) and in the quantities specified in the Contract, all charges paid, at the Supplier's risk, adequately packed and protected against damage and deterioration at the times and places instructed by the Company and all services will likewise be performed at the time (being of the essence) and correct locations as specified in the Contract. The Supplier shall, at the Company request, promptly replace free of charge any goods damaged or lost in transit
- The Supplier shall provide such manufacturing work programmes as the Company reasonably requires and keep the Company advised of the progress of the Contract and shall, in particular, immediately notify the Company of any anticipated delay in delivery or performance or the occurrence of any circumstances, including, but not limited to, breakdowns, labour dispute, or transportation difficulties, which might give rise to any such delay

- The Supplier warrants as separate conditions of the Contract that all goods and, to the extent applicable, any
 - The Supplier warrants as separate conditions of the Contract that all goods and, to the extent applicable, any services, shall:

 (a) be new and unused, (b) be free from defects in design, materials and workmanship, (c) be fit for their purpose, (d) comply with all specifications, drawings, samples or other descriptions furnished or specified by the Company, (e) be in accordance with all quality and other standards of the Company from time to time in force, (f) conform to all applicable codes of practice, British standards and manufacturer's recommendations from time to time in force, (g) comply with all other conditions or warranties express or implied under statute, common law or otherwise

RECEIPT AND INSPECTION

- All goods and/or services are subject to inspection at the Company's premises. The Supplier shall also, at the Company's request, permit any persons designated by the Company to inspect any goods prior to delivery and shall ensure that, on delivery, the goods are accompanied by such certificates as to origin, quality or otherwise as the Company reasonably requires
- Without prejudice to any other remedy, the Company shall be entitled to accept goods and/or services which are defective or otherwise not in accordance with the Contract and, at its discretion and at the Supplier's expense, carry out, have carried out or permit the Supplier to carry out any work which the Company considers necessary to conform the goods and/or services to the Contract
- The carrying out or failure to carry out any inspection or checking or any approval given by or on behalf of the Company or payment for any goods and/or services shall not constitute acceptance of them or affect the Company's

REJECTED GOODS AND SERVICES AND RETURNS

- Goods and/or services rejected by the Company or deemed by the Company to be surplus to requirements (subject to such surplus goods being unchanged and untampered since delivery) shall be collected by the Supplier promptly upon notice of rejection or return due to being surplus to requirements being given by the Company and pending upon notice of rejection or return due to being surplus to requirements being given by the Company and pending collection shall be held at the expense and risk of the Supplier who shall pay all expenses incurred by the Company in packing, handling and sorting rejected or returned goods and/or services. If the Supplier fails to so collect the rejected / returned goods within one (1) month of the date on which such notice of rejection or return is given the Company reserves the right, at its option, to dispose of the rejected / returned goods in a manner it thinks fit without liability to the Supplier.
- 6.2 The Company may require the Supplier to repay the full price of the goods and / or services rejected or returned

Title in all goods shall pass to the Company on the earlier of delivery of the goods or on the allocation of the goods to the Contract (and such allocation of the goods shall be deemed to have taken place at the time that the Company makes payment to the Supplier in respect of those goods).

- The Supplier shall, in respect of all goods, materials, tools, iigs, dyes, fixtures, moulds, gauges, patterns, plant Ine Supplier shall, in respect of all goods, materials, tools, jigs, dyes, inxtures, moulds, gauges, patterns, plant or other equipment supplied by the Company to the Supplier of for which the Company is required to make any payment under the Contract ("Company's Property") (a) adequately insure the Company's Property, (b) use the Company's Property only in performance of the Compardy for no other purpose without the prior written consent of the Company, (c) not permit the Company's Property to be removed from the Supplier's premises designated in the Contract or to be confused with the property of any other person, (d) keep the Company's Property in good condition (fair wear and tear only excepted), (e) either immediately return the Company's Property to the Company or, if so directed by the Company, dispose of the Company's Property on completion of the Contract, or earlier at the Company's request, (f) permit the Company or its representatives to enter the Supplier's premises at any reasonable time for the purpose of inspecting or repossessing the Company's Property

 The Seller shall neither quote nor supply any goods and/or services (or any part of them) which have been made or created using or make use of the Company's Property to any third party without the Company's prior written consent

- 8.3 The Supplier will indemnify the Company in full against:
 (a) loss or damage or injury caused to the Company's Property howsoever and whensoever arising;
- any wrongful or negligent act or omission on the part of the Supplier, its employees, representatives, agents, or sub-contractors in using the Company's Property or otherwise performing its obligations under these Conditions; and
- any loss, damage, liability, costs, or expense which the Company may suffer or incur by reason of any breach or breaches of any provision of this Condition 8

All drawings, patterns, samples, specifications or other data prepared by the Supplier or made available by the All drawings, patients, samples, specifications of other data prepared by the Supplier of made available by the Company in connection with the Contract ("drawings") and all rights therein shall be and remain the property of the Company which reserves the right to reproduce them or make them available to third parties. The Supplier shall treat all drawings as confidential and, in particular, not use them except for the purpose of the Contract or disclose them to any third party and shall immediately return to the Company any drawings made available or paid for by the Company, on completion of the Contract or earlier on the Company's request, in good order and condition (fair wear and tear only excepted)

The Supplier acknowledges that all rights in and title to any variation or addition to the drawings or any products produced therefrom shall be vested in the Company and the Supplier hereby assigns irrevocably and exclusively any rights it may have to such addition or variation or any altered or new product produced therefrom

ADMINISTRATION

The Supplier shall (a) ensure that all goods and/or services are accompanied by correct delivery notes, packing slips and customer acceptance forms (b) furnish invoices for each individual shipment, (c) provide by the fifth day of each month a statement of all invoices rendered during the previous month and (d) mark the Company's order number on all advice notes, invoices, statements and correspondence. Inattention to these details may result in delay in payment and where any advance or progress payments are made they are on account of the price stated in the Contract subject to satisfactory performance by the Supplier and are not deposits

INDEMNITY, INSURANCE AND THIRD-PARTY DISPUTES

12.1 The Supplier shall indemnify the Company against any liabilities, costs, expenses, damages and losses (including The Supplier shall indemnify the Company against any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) incurred by the Company as a result of or in connection with (a) any loss of or damage to any property (including any works) or as a result of the breach, negligent performance, or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; (b) any claim made against the Company by any third party or parties for loss of or damage to any property or injury to any person (including death) which result from the Supplier's performance or purported performance of or failure to perform the Contract whether negligent or otherwise and, in particular, without limitation, which result from any defect of workmanship, materials or design (except only to the extent that the Company is responsible for design) affecting any goods and/or services; or (o) any claim made against the Company by a third party arising out of or in connection with the supply of the goods and/or services, to the extent that such claim arises out of the breach, negligent performance, or failure or delay in performance of the Contract by the Supplier, its

- employees, agents or subcontractors.

 The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurance liability arising under the Contract and shall, on request, provide the Company with evidence as to the existence and the contract and shall, on request, provide the Company with evidence as to the existence and the contract and shall, on request, provide the Company with evidence as to the existence and the contract and shall, on request, provide the Company with evidence as to the existence and the contract and shall, on request, provide the Company with evidence as to the existence and the contract and shall on the contract and shall on the contract and sufficiency of such insurance
- Where under the terms of any guarantee or warranty given by it, the Company makes good, repairs, or replaces any goods and/or services supplied under the Contract the Company shall be entitled at its option to credit or compensation for or the making good, replacement or repair free of charge by the Supplier, without prejudice to any other rights of the Company including, without limitation, the reimbursement of any labour or other costs incurred by
- Without prejudice to the generality of Condition 12.3, the Supplier shall promptly at its expense make good, replace or repair any goods and/or services which are or during the Relevant Period become defective by reason of faulty design, incorrect instructions or data as to use, inadequate or faulty materials or workmanship or any other breach of the Supplier's warranties, express or implied and for the purpose of this paragraph the Relevant Period, unless of the Supplier's warranties, express or implied and for the purpose of this paragraph the Relevant Period, unless otherwise stated, shall be. (a) if the goods and/or services are installed onto the Company's client's site, twelve (12) months from the date on which the goods and/or services are commissioned; or (b) if the goods are supply only, eighteen (18) months from the date of their delivery to the Company, and in respect of any part or component which is replaced or repaired during such period shall be extended for a further twelve (12) months from the date on which such replacement or repair is effected
- The Supplier shall provide all facilities, assistance and advice required by the Company or its insurers for the purpose of contesting or dealing with any action, claim or demand arising out of the Supplier's performance or purported performance or failure to perform the Contract and shall be bound by any award or judgment affecting the Company

TERMINATION AT OPTION OF THE COMPANY

- Performance of work under any Contract may be terminated by the Company, at its option, in whole or in part, at any time by written notice to the Supplier notwithstanding the existence with respect to the Supplier of any force majeure circumstances as referred to in paragraph 15 below.
- Upon the giving of any notice of termination the Supplier shall, unless otherwise directed by the Company:
- immediately terminate all work under the Contract and all Supplier's orders and subcontractors in connection
- 13.2.2 settle all claims arising out of such termination of orders and sub-contracts:
- 13.2.3 transfer title and deliver to the Company all completed work which conforms to the requirements of the Contract and does not exceed in quantity the amount authorised for production by the Company;
- 13.2.4 take all actions necessary to protect property in the Supplier's possession in which the Company has or may require an interest; and
- 13.2.5 submit to the Company promptly and in any event not later than thirty (30) days from the effective date of termination its termination claim, provided that in the event of failure by the Supplier to submit its claim within such period, the Company may determine, on the basis of the information then available to it, the amount, if any, due to the Supplier with respect to the termination and such determination shall be final and binding on the Suppler and the Company
- Upon termination by the Company under this paragraph the Company shall pay the Supplier the following amounts and shall thereupon not be under any further or other liability in respect of goods and/or services in relation to which the Contract has been terminated:
- the Contract price for all goods and/or services which have been completed and delivered in accordance with the Contract and not previously paid for and which comply in all respects with the Contract; and
- 13.3.2 the actual costs incurred by the Supplier in accordance with the Contract to the extent that such costs are reasonable to the amount and are properly allocable or apportionable to the termination portion of the Contract, including the actual cost of work in progress and materials delivered to the Company under paragraph 13.2 and including the actual cost of discharging the liabilities which are so allocable or apportionable; and the aggregate of payments under this paragraph 13.3 shall not exceed the aggregate price specified in the Contract for the goods and/or services the subject of the termination notice less payments otherwise made or to be made in respect of such goods and/or services
- To the extent that the Company has made an advance payment to the Supplier pursuant to paragraph 2.4, such advance payment amount shall be deducted from any amount payable by the Company to the Supplier in respect of termination of the Contract (or any part thereof) pursuant to paragraph 13.3. If, and to the extent, the advance payment amount is greater than the aforementioned termination payment amount, the Supplier shall immediately refund to the Company an amount which is equal to the excess.
- The provisions of this paragraph 13 shall not apply if the Contract is terminated by the Company pursuant to paragraph 14 below or otherwise howsoever
- Goods and/or services that are supplied under a subscription, or term contract, shall be limited to the fixed period of 12 months from commencement and/or date of order. The Supplier accepts that this contract is renewable only at the written request and/or approval of the Company. The Company reserves the right to cancel the subscription of goods and/or services within the 12-month period, without charge to the Company, giving no more than 30 days' written notice to the Supplier.

TERMINATION FOR DEFAULT OF THE SUPPLIER

- The Company may at its discretion, without prejudice to any other remedy, terminate or suspend its performance of the Contact in whole or in part by written notice to the Supplier at any time if the Supplier (a) fails to comply with any provision of the Contract or any other agreement with the Company (b) fails to make progress so as in the reasonable opinion of the Company to endanger the performance of the Contract, or (c) becomes insolvent, has a receiver or administrator appointed in respect of any of its assets or is compulsorily or voluntarily wound up or the Company bona fide believes that any of such events may occur. In case of such termination, the Company shall be discharged from all further liability in connection with the Contract, but such discharge shall not affect any accrued liabilities of
- No failure or delay by the Company to exercise its rights in respect of any default under the Contract by the Supplier shall prejudice the Company's rights in connection with the same or any subsequent default

FORCE MAJEURE

Neither party shall be responsible to the other by reason of failure to perform under any Contract arising from causes beyond the control of the party concerned including fire, explosion, breakdown, labour dispute or acts or omissions of any authority or governmental agency provided that the Supplier shall promptly notify the Company of the occurrence any authority of governmental agency provided that the supplies shall principly hour pieces in the company of a contract of any such circumstances and the Company shall be entitled to obtain elsewhere goods and/or services covered by the Contract for so long as such circumstances prevail and to reduce to that extent, without liability to the Supplier, its purchases under the Contract

The Supplier shall indemnify the Purchaser against all actions, claims, demands, costs, charge and expenses incurred by the Company in connection with any infringement or alleged infringement in any country of the rights of any third party claimed under or in connection with any patent, registered design, trade mark, copyright, design right, breach of confidence or other industrial property right arising from the sale or use of any goods and/or services provided by the Supplier except only to the extent that such infringement results exclusively from a design or written instruction given by the Company and shall, at the Company's request, defend or assist in defending, at the Supplier's expense, any action against the Company or any person to whom the goods and/or services have been supplied

ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not without the prior written consent of the Company assign or subcontract any of its obligations under the Contract

HEALTH AND SAFETY AT WORK ETC

The Supplier undertakes that the goods and/or services and all packaging, instructions and labelling in connection with them shall comply in all respects with all statutes, regulations, byelaws, and standards in force at the date of delivery including the Health and Safety at Work etc Act 1974 and any safety precautions required for the handling or use of the goods shall be clearly marked on them

Neither the Contract nor the Company's name shall be used by the Supplier for advertisement purposes without the 19.1 Company's prior written consent

CONSTRUCTION

The construction, validity and performance of the Contract shall be governed in all respects by English Law and the Supplier consents to the jurisdiction of the English courts in all matters relating to the Contract

NOTICES

Any notice to be given in writing under the Contract may be delivered by hand or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the hand delivery or on the day following the posting