

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. General

The following conditions will apply to all contracts for the purchase of goods or the supply of services made between Eriks Hose Technology Limited and/or its subsidiary or associated companies for the time being (hereinafter referred to as "Eriks") and any other person, firm or company (hereinafter referred to as the "Seller").

## 2. Acceptance

2.1 Acceptance of this order includes acceptance of these terms and conditions unless a variation thereof has been expressly agreed in writing by Eriks.

2.2 By accepting this order the Seller agrees that its own conditions (if any) shall not apply to its contract with Eriks.

2.3 This order constitutes an offer by Eriks which must be accepted in writing by the Seller or by performance.

## 3. Price

3.1 The price for the goods and/or services to be supplied hereunder ("the goods and services hereby ordered") is the price specified herein and Eriks will not be bound by any variation in that price.

3.2 The said price is deemed to include the cost of carriage and insurance of the goods and services hereby ordered and of any containers or packaging thereof to Eriks' premises. Should return of the packing be requested this will be done at the Sellers expense.

3.3 Eriks shall be entitled to set off against any payment for the goods and services hereby ordered, all sums whatsoever and howsoever due from the Seller to Eriks.

3.4 Where no price is specified hereon the price per unit for the goods and services hereby ordered shall not exceed the price per unit for the last consignment of identical goods received.

## 4. Payment

Subject to the terms and conditions herein payment for the goods and services hereby ordered shall be made at the end of the second month following the month in which the invoice for the said goods and services is received by Eriks such invoice to quote the order number hereon and the Sellers delivery note numbers.

## 5. Delivery

5.1 Time for delivery and completion of the goods and services hereby ordered is of the essence of the contract and where the Seller does not deliver the said goods within the time for delivery and completion herein stated, without prejudice to Eriks' other rights, Eriks shall be entitled to cancel the whole or any unexecuted part of this order forthwith. Where no delivery date is hereon stated, the goods shall be delivered and services completed within a reasonable time.

5.2 Where Eriks' contract with its purchaser shall be cancelled terminated or delayed by any cause whatsoever outside its control, Eriks shall be entitled at its entire discretion either to cancel this order or to suspend delivery and completion of the goods and services hereby ordered or any part thereof until its purchaser is ready to proceed.

5.3 A delivery note shall accompany all goods delivered hereunder and shall quote the order number hereon.

## 6. Damage or loss in transit.

The Seller shall be liable for all damage or loss in transit providing notification is given by Eriks to the Seller within a reasonable time.

## 7. Cancellation

Without prejudice to any other rights it may have Eriks shall be entitled to terminate the contract forthwith in the event:

7.1 of breach or non observance of and of these terms and conditions by the Seller;

7.2 that the Seller deviates in any way from specifications or quality of the goods;

7.3 that the Seller shall become bankrupt or insolvent or enter liquidation or have a receiving order made against him or make any composition with his creditors

## 8. Carriage and Storage.

Eriks shall not be liable for carriage charges unless:

8.1 Otherwise agreed between the Seller and Eriks;

8.2 Special transport facilities are requested by Eriks;

8.3 Eriks shall not be liable for any storage charge whatsoever.

## 9. Tests

If the Seller requires any goods or machinery to be tested before or after despatch, arrangements may be made for Eriks to carry out the testing at the Sellers expense. The appropriate British Standard will apply unless otherwise agreed.

## 10. Risk

The goods or machinery shall be supplied by the Seller to Eriks at the Sellers own risk until delivery to and acceptance by Eriks thereof at Eriks' premises.

## 11. Indemnity

The Seller will indemnify Eriks against the following:-

11.1 Loss or damage, or injury whatsoever and whenever arising suffered by Eriks or for which Eriks may come liable to third parties as a result of defective workmanship or quality of the goods and services hereby ordered.

11.2 Consequential loss or damage suffered by Eriks or for which Eriks may become liable as a result of the failure of the Seller to supply and complete the goods and services hereby ordered in accordance with the terms hereof.

11.3 Any loss or damage arising from infringement or alleged infringement of letters patent, copyright, registered designs or other proprietary rights by use or sale of the goods and services hereby ordered. Where goods are supplied to Eriks' specification or design this indemnity shall apply only to the extent that the infringement or alleged infringement arises from the manufacture of the goods by the seller.

## 12. Title

12.1 Notwithstanding Eriks' right of rejection title to goods hereby ordered shall pass to Eriks on delivery whether or not payment for the goods have been made by Eriks. By accepting and performing this order the Seller expressly waives any equitable or beneficial right to the proceeds of the sale of the goods supplied whether unaltered, altered or incorporated into other goods.

12.2 Any specifications, drawings, plans, layouts or designs supplied by Eriks with reference to this order shall remain Eriks' property.

## 13. Work performed on material supplied by the company

13.1 Eriks will guarantee that any material supplied for manufacture by the Seller will meet, in all respects, the specifications of the operation for which it is required, provided that such specifications are disclosed to Eriks.

13.2 Except for liability to comply with the terms of clause 13.1 Eriks shall be under no liability to the Seller for any loss, injury or damage to persons or property howsoever caused.

13.3 The Seller shall be liable for any defective work carried out on the material.

13.4 The material remains the property of Eriks throughout.

## 14. Drawings and specifications

Drawings, specifications and other information supplied by Eriks are:

14.1 Confidential;

14.2 Must not be discussed with or disclosed to any other party;

14.3 Must be returned upon completion of work.

14.4 Approximate only and shall not, unless otherwise stated, be deemed to form part of the contract.

## 15. Force Majeure

Eriks shall be under no liability if it is prevented from or delayed or hindered in performing any of its obligations hereunder be reason of war, civil disturbance, riot, labour dispute, fire, accident, explosion, flood, plant breakdown or any cause beyond its control.

## 16. Assignment

The Seller shall not without Eriks' written consent assign or transfer this contract in whole or in part.

## 17. Headings

The headings of these terms and conditions shall not affect the construction thereof .

## 18. Law

The contract and the terms and conditions for the supply of the goods hereby ordered shall be interpreted and governed by English Law which is hereby declared to be the proper law of the contract and the parties hereby submit to the jurisdiction of the High Court of Justice in England.