



Purchasing Terms and Conditions

VA Technology Ltd (hereinafter referred to as The Buyer) hereby gives notice of its objection to any different or additional terms and conditions as may be expressly accepted by it in writing. Unless different or additional terms and conditions are stated or referred to in the quotation, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below apply. Such terms and conditions supercede any prior or contemporaneous agreements or correspondence between the parties.

Quotations.

All quotations provided by Supplier's shall detail the Buyer's quotation reference number.

Ordering Procedure.

The supplier must acknowledge the Purchase Order within 48 hours of receipt. Should the supplier fail to acknowledge the purchase order within the specified time, the conditions of the Purchase Order will be regarded as being fully accepted.

Delivery

The delivery date will be agreed between the Buyer and the Supplier. The Supplier shall deliver the Goods and/or perform the Services on the due date specified on the Purchase Order and the time of such delivery or performance shall be of the essence of the Contract.

The Supplier shall not deliver the Goods or perform the services before the date specified in the Purchase Order without the prior written consent of the Buyer.

The Supplier shall deliver the full quantity of the Goods specified in the Purchase Order at one time or in accordance with the rate specified therein. The Buyer shall be entitled to return, at the Suppliers expense, any Goods delivered in excess of the quantity ordered. The Supplier shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods, and shall be liable to the Buyer for any additional costs or losses, duties or taxes which the Buyer may incur or suffer should the country of origin prove to be different from that advised by the supplier.

The Goods shall be at the risk of the Supplier until delivered to and accepted by an authorised representative of the Buyer. All deliveries made shall be in accordance with the lead time and delivery date agreed by the Supplier. Deliveries made 5 days early or late will result in a 3% penalty charge. The Buyer has the right to return any goods determined as faulty or below acceptable Standard once the goods have been inspected. Receipt of Goods shall not be deemed as acceptable until the Goods have been fully inspected.

Packaging Materials.

Unless otherwise agreed in writing, packing cases, boxes, drums, pallets and/or packing materials will not be paid for by the Buyer, unless agreed packaging is non-returnable. The Supplier shall pack the Goods so that they shall be safe and secure in transit by rail, road, air or ship. Delivery shall be refused if packaging is damaged. The Supplier shall promptly reimburse to the Buyer all additional costs reasonably incurred by the Buyer as a result of any inadequate packaging of the Goods.

The Supplier shall ensure that any package or crate containing the Goods shows clearly, on the outside thereof, the Buyer's Purchase Order number.

Marking

The Supplier shall ensure that each separate part of the Goods shall be tagged with VA Part number and barcode as specified in the Purchase Order. The Supplier shall also ensure that such numbers shall also be shown on all other documents referring to the contract.

Delivery Notes

The Supplier shall provide a delivery note to the accompany the Goods detailing the Purchase Order Number and VA part Number. Where Goods are to be delivered, or service performed, at a delivery point other than the address of the Buyer, the Supplier shall send an addi-

tional advice note to the recipient of the Goods or Services at the address of the delivery point or as directed by the Buyer.

Order or Execution of work.

The Supplier shall complete the Contract by the time stated. The Buyer may, by written notice, require the Supplier to execute the Contract in such order, and written notice of this order will be provided by the Buyer. If the Contract or part thereof is so suspended or postponed the date for its completion shall be extended to such later date as the Buyer shall reasonably decide.

Transfer of Property.

The Goods shall become the property of the Buyer upon delivery to the Buyer. If, under the Contract, any part of the price is payable before delivery, the ownership of all material allocated to the Goods shall vest in the Buyer when it is so allocated and the Supplier shall mark the material accordingly but it shall be at the Suppliers risk until delivered.

Free Issue Material.

Where the Buyer issues materials to the Supplier for use in connection with the Contract, such materials shall be and remain the property of the Buyer. The Supplier shall, as far as practicable, keep such materials separate and identifiable as the property of the Buyer. The Supplier shall be liable for any losses, damages, costs, expenses or liability incurred or suffered by the Buyer, as a result of any defects that arise due to the work carried out by the Supplier in relation to the free issue material.

The Supplier shall maintain such materials in good order and condition and shall use them only in connection with the Contract. Risk in such material shall pass to the Supplier on delivery to it and the Supplier shall ensure such materials are insured. All material that is lost or becomes Damaged shall be charged to the Supplier.

Terms of Payment.

The Buyer shall pay the Supplier's invoice within 60 days of the end of the month in which it was received by the Buyer unless otherwise specified, subject to the Goods or services having been received as specified in The Purchase Order. The Buyer shall pay for the Goods and/or Services in the currency stated on the Purchase Order. Where the Supplier is required to deliver the Goods by instalments or perform the Services in stages, the Supplier shall render a separate invoice for each such instalment or stage and every invoice shall fully detail the Buyers Purchase Order number and VA Part number. The Supplier shall submit monthly statements or account in such form and in such manner as the supplier may reasonably require.

Currency

If payments are made in currency other than GBP, the rate of exchange used will be agreed by the Buyer and shall be fixed for the term of the Contract. All currency exchange rates require authorisation and shall be agreed in writing.

Drawings.

Any drawings issued to the Supplier by the Buyer are on loan only and shall remain the exclusive property of the Buyer.

Intellectual Property.

The supplier agrees to protect any and all Intellectual property assigned or loaned to it for the purpose of completing the Contract. In protecting the Intellectual Property, the Supplier must not reproduce, divulge or issue to any third party, in any format. The Supplier agrees to abide by this condition, unless expressly agreed otherwise in writing.

In accepting the contract and any associated intellectual property, the supplier agrees to refrain from using the information to compete with the buyer either directly or indirectly through known or unknown competitors for the supply

of the same or similar products.

Should the supplier fail to comply with this condition, the Buyer has the right to claim consequential losses for the amount that it determines appropriate, for the direct and potential loss of business.

Supplier's Default.

Should it appear to the Buyer that the Supplier is either Not executing the Contract in accordance with the Contract requirements; or refusing to carry out the reasonable instructions of the Buyer for the execution of the Contract; or has committed any breach of contract, then the Buyer may give the Supplier seven days written notice to make good the said default.

If the supplier fails to comply with any notice given by the Buyer, the Buyer may, at the expense of the Supplier terminate the Contract on giving immediate notice in writing to the Supplier and (at its option) either: -

(a) complete the uncompleted portion of the Contract, or
(b) appoint a third party to provide the Goods or Service make such modifications, substitutions or additions to the Contract Requirements.

The Buyer shall not be liable for any loss, damage and/or liability suffered or incurred by the Supplier as a result of the Buyer's Action.

The Buyer shall be entitled, on reasonable notice, to enter the premises of the supplier for the purposes of taking possession of such Goods as may have already been produced and/or recovering and property of the Buyer located on such premises.

Death, Bankruptcy or Liquidation.

The Buyer may exercise the rights given as detailed in Supplier's default as though the notice required had been given and expired if: -

The Supplier dies or has a statutory demand or bankruptcy petition issued against him/her or applies to the court for an interim order under the insolvency Act 1986 or makes a proposal for an individual voluntary arrangement under that legislation or, being a corporation: -

- (a) goes into compulsory or members voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose; or
- (b) has an administrative receiver or receiver appointed over all or any part of its assets or undertaking; or
- (c) has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors of any person seeking to appoint a liquidator or an administrator or takes any such act or step itself; or
- (d) has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 as amended from time to time; or
- (e) gives the Buyer reasonable grounds for believing that it is unable to meet its debts as they fall due within the meaning of section 123 of the insolvency Act 1986 as amended from time to time.

Warranty

All goods and or services supplied or carried out by the supplier should conform to a minimum warranty of 12 months. Regardless of original manufacturer, Supplier shall be directly liable to VA Tech for replacement or rectification of non-compliant parts. VA Tech reserve the right to recharge for rectification of parts according to VA Technology standard sale of charging. Non compliance shall be at the Supplier's risk and expense.