

Supplier Terms & Conditions



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1. Definitions

In these conditions the 'Company' means AL-KO Kober Ltd and the 'Supplier' means the person or Company to whom the order is addressed. Where the contract is for the provision of services, the words 'the goods' shall be read, where the contract permits, as meaning the services which the Supplier has contracted to provide.

2. Conditions

The conditions shall form the basis of the contract between the Company and the Supplier. Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, these conditions shall apply except insofar as expressly agreed in writing by the head of the Company.

No servant or agent of the Company has power to vary these conditions orally. If the Supplier shall not previously have accepted these conditions then delivery by him shall constitute such acceptance. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the Company. In the event of any conflict, or apparent conflict between the special conditions and the general conditions, the special conditions shall prevail.

3. Documentation

- a) All correspondence, invoices, advice notes and certificates of conformity must quote the Company's order number and part number.
- b) No order will be recognised unless on our official order form.
- c) Unless otherwise provided herein, the written acceptance by the Supplier of a purchase order the commencement of any work or services thereunder by the Supplier (including commencement of any work or services with respect to samples or tooling) shall constitute acceptance by the Supplier of such purchase order and all of its terms and conditions.
- d) All invoices must be rendered promptly.
- e) All invoices and statements must show separately the VAT Rate and the amount of VAT charged and the Suppliers registration number.
- f) A monthly statement of account, embodying all invoices for deliveries during the month must be rendered by the 15th of the month following delivery otherwise payment may be delayed.
- g) A certificate for conformity and material test certificate should accompany each delivery where requested.

4. Prices

The price quoted on the purchase order shall include delivery to our works or where otherwise specified and the cost of packaging (see Condition 5). All prices shall be fixed.

5. Packing

- a) All goods must be properly packaged to resist pilferage, distortion, corrosion or contamination. All goods shall be clearly and legibly labelled and addressed.
- b) The Company accepts no responsibility for damage or loss in transit. Goods in transit shall be at the risk of the Supplier.

6. Delivery

- a) The Supplier will deliver and unload the goods to the point of delivery as stated on the order, not later than the date for delivery at stated on the order. Time shall be of the essence of the contract. The Supplier recognises that late delivery may cause the Company consequential loss, such as inability on the part of the Company to meet other contractual commitments, and agrees to pay liquidation damages in compensation for such loss.
- b) If because of the failure of the Supplier to meet the delivery requirements stated on the purchase order the Company finds it necessary to require shipment of any of the supplies by method of transport other than the method originally selected by the Supplier, the Supplier shall conform to the requirement at his own expense.

7. Force Majeure

If the delivery is delayed by some cause totally outside the control of the Supplier then he shall give written notice of such cause within 7 days of its occurrence and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

8. Guarantee

It shall be a condition of the contract that the goods comply in all respects with the specification, drawings, samples or other descriptions furnished or specified or approved by the Company. The Supplier undertakes that all goods and services supplied by him shall be of first class quality and recognises that the Company has placed the order relying upon the skill and expertise of the Supplier and any statements and representations made by him.

If the goods (or any of them) supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then the Company may call upon the Supplier (but without prejudice to the Company's other rights) to rectify the defects or replace the goods (at the Company's option) at the Supplier's own expense. All the obligations in this condition shall further apply to any such rectified or replacement goods.

9. Inspection

All supplies shall be subject to inspection and test by the Company. Should any supplies be defective in material or workmanship or otherwise fail to meet the requirements of the relevant purchase order, the Company shall have the right to reject or retain and correct such supplies at the expense of the Supplier.

Rejected supplies will be held or returned to the Supplier at the Supplier's expense and risk and the Supplier shall pay all the Company's cost of packing, handling or sorting of the rejected supplies.

10. Visits

The Company reserves the right to verify at the Suppliers premises, that parts covered by this order conform to the specified requirements. Verification does not absolve the Supplier of his responsibility to provide acceptable product, preclude subsequent rejection or be used by the Supplier as evidence of effective control.

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11. Passing of Property and Risk

The property and risk in the goods shall pass to the Company on delivery but without prejudice to any right of rejection.

12. Cancellation

The Company shall be entitled to cancel this order at any time by giving written notice to the Supplier. If the Company exercises this right of cancellation it will pay a reasonable price for any work already completed but shall otherwise be free from liability. If however, the Supplier refuses or fails to make deliveries of the supplies covered by this order within the time specified or fails to make progress so as to endanger performance of this order the Company reserves the right to cancel either in whole or in part without any such compensation.

13. Bankruptcy

If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors or, being a corporation, commence to be wound up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, the Company shall be at liberty either:

- a) to terminate the contract forthwith by notice in writing to Supplier or to the receiver or liquidator, or to any person in whom the contract may become vested; and
- b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract.

14. Indemnity

The Supplier shall keep the Company fully and effectively indemnified against:

- a) any claims for infringement of any letters patent or registered design trademark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which the Company may incur in any action for such infringement or for which the Company may become liable in such action; and
- b) any royalties payable by the Supplier and
- c) any claim in contract or tort or otherwise; for any direct or indirect damages, expenses or costs relating to damage to property, or injury or loss to any person, firm or Company; or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings, or any defect in or failure of the goods or part thereof provided; or work performed by the Supplier or occasioned by reason of any act or omission by the seller or any sub-contractor of his.

15. Confidentiality

The Supplier shall hold as confidential all information, details, specifications, drawings and any other matter relating to the goods or services to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person except such of his employees and permitted sub-contractors and Suppliers as may be necessary for the performance of his obligations under this contract. All documents and drawings containing such information and any copies thereof shall upon completion of the contract, or its termination for any reason, be returned to the Company.

16. Changes

- a) The Company may, at any time make, in writing, changes to drawings, specifications, delivery/scheduled requirements covered by this order.
- b) The Supplier may not make any changes in design or composition of supplies ordered without prior written authority of the Company.

17. Company Property

- a) The Supplier will indemnify the Company against loss of, or damage to, the Company's property whilst in the possession or control of the Supplier or his sub-contractors
- b) The Supplier shall pay on demand the full value of any of the Company's property which is not returned or satisfactorily accounted for.

18. Tooling

- a) All tools, jigs, dies, fixtures, patterns etc which is supplied or paid for by the Company shall be marked 'Property of AL-KO Kober Ltd' and will remain the property of the Company.
- b) No such tooling etc. shall be used by the Supplier in the production, manufacture or design of goods or materials other than those contracted for.

19. Advertising

The Supplier will not, without obtaining written consent of the Company, advertise or publish the fact that the Supplier is contracted to supply the Company with goods or materials mentioned in any order.

20. English Law

English Law shall be the proper law of the contract and all claims under the contract shall be settled by reference to the English legal system. All disputes between the parties shall be resolved by arbitration by an arbitrator to be agreed by the parties, or, in default of agreement, to be appointed by the President of the Chartered Institute of Arbitrators.