1. INTERPRETATION

1.1 In these conditions the following words shall have the following meanings:

“the Company” means Bushbold Limited, company number 943217;

“the Contract” means the Order and the Seller’s acceptance of the Order;

“Goods” means any goods specified in the Contract to be purchased by the Company from the Seller (including any part or parts of them);

“The Order” means the Company’s written instruction to supply the Goods, incorporating these conditions; “Seller” means the person, firm or company accepting the Order for the supply of the Goods;

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions the headings will not affect the construction of these conditions.

APPLICATION OF CONDITIONS

2.1 These conditions are the only conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each delivery of Goods for which payment is due to the Company shall be accompanied by an offer by the Company to purchase Goods subject to these conditions and no order shall be accepted until the offer is expressly accepted by giving notice of acceptance, or implicitly by fulfilling the Order, in whole or in part or accepts the offer.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller’s quotation, acknowledgment or similar form, specification or purchase order, shall apply unless expressly agreed in writing and signed by a director or other authorised executive of the Company.

3 QUALITY AND DEFECTS

3.1 The Goods shall be of the best quality, acceptable, true and suitable, meet all requirements in the Order and shall be in accordance with any other conditions of the Contract.

3.2 The goods shall be delivered free from defects in workmanship and materials and free from any unauthorised imposition of the Seller.

3.3 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and examine the Goods at all times.

3.4 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform to the Order or to any specifications and/or patterns supplied or advised by the Company, the Company shall give written notice to the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require further testing by a third party or at the Seller’s expense.

3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller’s obligations under the Contract.

3.6 If any of the Goods fail to comply with the provisions set out in condition 3 the Company shall be entitled to ask for the return of any faulty or one or more remedied listed in condition 12.

4 PAYMENT

4.1 The Seller shall keep in strict confidence all technical data, drawings, reports, documents, commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company’s business or its products which the Company may obtain and the Seller 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 Seller’s obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

4.2 The Seller undertakes not to supply to any other person any items to the Company’s design or to refer any inquiries or Orders for similar items to any other person.

4.3 The Seller will indemnify the Company against any losses, damages or costs sustained by the Seller arising out of any breach or use of the Contract which are protected by patents, copyright, trade marks, registered designs or similar other protection.

4.4 This condition shall survive termination of the Contract, however arising.

5 THE COMPANY’S PROPERTY

5.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in the Goods, regardless of whether they are embodied in the Goods or not, supplied or sold by the user specifically in the manufacture of the goods shall at all times be and remain the exclusive property of the company but shall be held by the seller in safe custody at its own risk and maintained and kept confidential by the seller until returned to the company and shall not be disposed of other than in accordance with the company’s written instructions, nor shall such items be used otherwise than as authorised by the company in writing.

6 TERMINATION

6.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part, and the Company shall give the Seller written notice of such termination. The Company shall pay to the Seller 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 losses.

6.2 The Company shall have the right to give written notice to the Seller to terminate the Contract forthwith if:

6.2.1 the Seller commits a breach of any of the terms and conditions of the Contract;

6.2.2 any distress, execution or other process is levied upon any of the assets of the Seller;

6.2.3 the Seller enters into any compromise or arrangement with its creditors, commits an act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (including the enterprise of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrator or receiver is appointed in respect of the whole or any part of the Seller’s undertakings or assets;

6.2.4 the Seller ceases or threatens to cease to carry on its business; or

6.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

6.3 The termination of the Contract for the reasons specified in condition 6.2.2 shall be without prejudice to any other rights or remedies the Company may have, if any Goods are in transit or in process of production or supply of the Seller or have been delivered to the Company, then the Company shall have the right to take possession of the Goods and to remove them to a place of its choosing.

6.4 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the date of the Order.

6.5 The Seller shall invoice the Company upon, but separately from, dispatch of the Goods to the Company.

6.6 The Seller shall ensure that all packaging is adequate and suitable for the goods as ordered in the Order.

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

6.7.1 cancel the Contract;

6.7.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

6.7.3 deduct from any amounts which are reasonably incurred by the Company in obtaining the goods in substitution from another supplier; and

6.8 If the Seller fails to deliver to the Company any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material will only be returned to the Seller when the Seller shall have been paid for the same.

6.9 Where the Company agrees in writing to accept delivery by instalments the Contract will be construed as a separate contract for each delivery and the price of the Goods shall be proportionately apportioned between the instalments. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Company to take up all of it or any part of it at any time without prejudice to condition 16.

6.10 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company and any such right or remedy shall be exercisable without prejudice to any other rights or remedies.

6.11 Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with the Contract then the Company shall have the right to:

6.11.1 cancel the Contract;

6.11.2 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;

6.11.3 to store the Goods on the Seller’s behalf for the Seller’s account at the Company’s option to give the Seller the opportunity at the Seller’s expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to render the Goods in accordance with the Contract;

6.11.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;

6.11.5 to claim damages as may have been sustained in consequence of the Seller’s breaches of the Contract.

7 EXECUTION

7.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

7.2 The Company may assign the Contract or any part of it to any person, firm or company.

8 FORCE MAJEURE

8.1 The Company 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 carrying on its business due to circumstances beyond the reasonable control of the company including, without limitation, acts of God, war, terrorism, riot, national emergency, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workmen), or restrains or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

9 ANTI-BRIBERY

9.1 The Seller shall:

9.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the provisions of the Bribery Act 2010;

9.1.2 promptly report to the Company any request or demand for any undue financial or other advantage that any kind received by the Seller in connection with the performance of this agreement; and

9.1.3 immediately notify the Company of any payment, bribe, gift, hospitality or other advantage (including any part or part of them); or

9.1.4 neither pay any bribe, gift, hospitality or other advantage directly or indirectly to any foreign public official:

9.1.5 nor make a payment, bribe, gift, hospitality or other advantage which, taken together with all other payments, bribes, gifts, hospitality or other advantages made to or received by any foreign public official by the Seller or any of its associated legal persons and associated legal entities, exceeds the level of hospitality, gifts, hospitality or other advantages permitted under the Bribery Act and section 8 of that Act respectively. For the purposes of this condition 15 a person associated with the Seller includes a person reasonably judged by the Company to be associated with the Seller.

9.1.6 each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company or any other person and any such right or remedy shall be exercisable without prejudice to any other rights or remedies.

9.2 If any provision of the Contract is found by any court, tribunal or arbitral body of competent jurisdiction to be wholly, partly or partially invalid, unenforceable or unreasonable, the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

9.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not constitute a waiver of any right or remedy under the Contract.

9.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other rights of the Company under the Contract.

10 GOVERNING LAW AND JURISDICTION

10.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or the formation of the Contract (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract its subject matter or formation (including non-contractual disputes or claims).

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