



Terms and Conditions of Purchase

In these **Conditions** references to **the Company** are to the Anochrome Group of companies consisting of: **Wolverhampton Electro Plating Ltd, Inlex Locking Ltd, Anochrome Ltd, Anochrome Technologies Ltd, Anocote Czech Republic o.s, or Anocote Polska Sp. Z o.o** as applicable; references to the “**Supplier**” are to the other contracting party named in the Order placed by the Company; references to the “**Goods**” and “**Services**” are to goods and/or services to be provided by the Supplier as described in the Order of which these terms forms part; “**Order**” means the request for Goods and/or Services placed by the Company on the Supplier which Order is subject to these Conditions; and “**Director**” refers to any statutory director or any individual whose title includes the word “Director” but no-one else.

All Orders placed by the Company are invitations to treat only and must be confirmed and will only be legally binding on the Company upon written confirmation by the Company of the Supplier’s quote in response at which point a binding contract incorporating these Conditions will be formed (“**Contract**”). These Conditions shall override and except where expressly agreed in writing by a Director of the relevant Company (i) excludes any other terms stipulated or incorporated or referred to by the Supplier whether in any negotiations or from any course of dealing established between the Company and the Supplier (ii) all Orders hereafter made by the Supplier shall be deemed to be made subject to these Conditions to the exclusion of the Supplier’s stated terms and conditions of sale. No representative, agent or salesman who is not a Director of the Company has any authority to amend or waive any of these terms and conditions or other contractual provisions.

Quality

All goods, work or work and materials or services supplied or used in pursuance of the Contract shall be of the quality specified in the Order and suitable in every respect for the purposes for which they are required by the Company and shall correspond in every respect with any sample, specification, description or drawing relating thereto. The Supplier shall also ensure that the Goods and/or Services shall comply in all respects with all relevant statutory provisions and/or regulations relating thereto.

Approval and Acceptance

All Goods supplied and Services performed under the Contract shall be subject to acceptance and approval by the Company; and any Goods or Services rejected by the Company shall remain at the Company's premises or on any other location to or at which the Goods or Services were delivered or performed (as the case may be) at the Supplier's risk. Counterfeit goods will not be accepted and the issuance of a supplier’s certificate of conformity verifies only genuine material has been supplied.

Inspection

The Company, its servants or agents shall be entitled to inspect and examine all Goods or Services being supplied or performed pursuant to the Contract and for this purpose the Supplier shall afford the Company its servants or agents access at all reasonable times in normal working hours to the Supplier's premises or any locations or sites where the Goods and Services are being supplied or performed (as the case may be). If upon any such inspection, any Goods or Services shall be found to be defective or not in accordance with the Contract, the Supplier shall forthwith

at his own expense make good such defect and/or ensure that the Goods or Services (as the case may be) comply in all respects with the Contract. Approval by the Company its servants or agents of the Goods or Services pursuant to this Condition shall not be deemed to be acceptance of the same for the purposes of the preceding Condition.

Drawings, Designs and Specifications

All drawings designs specifications and other technical documents and samples supplied by the Company to the Supplier for the purposes of the Contract shall remain the exclusive property of the Company and the Supplier shall not without the prior written consent of the Company copy reproduce transmit or communicate the same or the contents of the same to any third party; and the Supplier shall procure that its employees servants agents and any authorised third parties shall also comply with this condition.

Intellectual Property.

The Supplier warrants that the goods and materials supplied, and work performed, will not infringe any patent, trademark, registered design, copyright or other proprietary or industrial property rights of any third party.

Risk and Title

Without prejudice to the remainder of these Conditions, unless otherwise agreed in writing, the Supplier shall bear the risk of loss, destruction or damage to any Goods and Services until, in the case of any Goods, delivery is effected in accordance with the Delivery Condition or otherwise as directed by the Company, or in the case of Services, until the completion thereof in accordance with the relevant Condition. The property in such Goods and Services shall pass to the Company, in the case of Goods on delivery thereof, or upon completion of the Services, as the case may be.

If specified in the Order by the Company, the Supplier shall submit samples for approval and the bulk of the Order shall not be started until the Company has communicated its approval in writing. The Company may retain the samples until the Order is completed or the whole of the Goods delivered and approved by the Company.

Delivery

Time shall be of the essence of each and every Contract and delivery (in the case of Goods) or completion (in the case of Services) must be completed within the time specified in the Order failing which the Company reserves the right to rescind the Contract and recover from the Supplier any direct or consequential loss thereby incurred. Delivery shall only be effected under the Contract when the relevant Goods are received at the address for delivery specified in the Order by the Company's duly authorised representative and the signature of such representative on the Supplier's delivery advice note only shall be evidence of such delivery; completion of Services shall take place when Services have been performed or supplied to the Company's satisfaction.

The Company shall be entitled to amend or update any Delivery schedule upon giving reasonable notice in writing to the Supplier. If the Supplier fails to accept and comply with any reasonable Delivery schedule or any amendments thereto submitted by the Company, the Supplier shall be deemed to be in breach of the Contract and shall pay to the Company damages for the breach including without limitation all costs and expenses incurred by the Company as a result, all sums expended by the Company in securing alternative supplies of all or any of the Goods or Services specified in the Contract and any loss suffered by the Company as a result of delays in production.

Unless the Company expressly agrees otherwise in writing, all Goods supplied are to be delivered by the Supplier carriage paid to the address for delivery specified in the Order.

In the case of bulk materials, the Company will accept up to 10% more or less than the exact quantity ordered unless closer quantity tolerances have been notified to the Supplier in writing. The Price shall be adjusted pro-rata in order to cover such variation of quantity.

Prices

All Goods and Services will be invoiced at the prices specified in the relevant Order ("**Price**"). No variations in the Price will be accepted by the Company unless any variations are agreed in writing by the Company.

Cancellations and Delays

The Company may cancel any Contract at any time (including after acceptance) or require the Supplier to delay the delivery of any Goods or completion of any Services without liability as to the payment of the Price and all liability on behalf of the Company to make payment to the Supplier shall cease if the Contract is cancelled if: owing to any cause beyond the Company's control the Company has no need of the Goods or Services or some part thereof or is unable to take delivery of such Goods or to afford to the Supplier access to the site where the Services are to be performed Provided that in the event of cancellation the Company will reimburse to the Supplier such of the Supplier's reasonable cost and expenses as the Company shall be able to recover from any third party (provided always that the Company shall not be obliged to make any such recovery).

Set-Off

The Company shall be entitled to apply any monies due to the Supplier under any Contract in or towards payment of any sum owing by the Supplier to the Company in relation to any matter whatsoever. For this purpose, reference to "the Company" and "the Supplier" include any company which is for the purposes of the Companies Act 1985 a subsidiary or holding company or a subsidiary of a holding company of the Company or the Supplier respectively.

Insurance and Indemnity

Where any Services are to be undertaken or supplied by the Supplier other than at the Supplier's premises, the Supplier shall adequately insure against all Employer's Liability and Third-Party Risks, including Third Party Fire Risks arising out of or in connection with the execution of such Services and shall produce to the Company on demand the policies of such insurances together with the receipts for premiums if requested. In the event of the Supplier failing to effect such insurances the Company shall be at liberty to insure on behalf of the Supplier and to deduct the amount of any premium so paid by the Company from any amounts due to the Supplier under the Contract. It is a condition of the Contract that the Supplier's employees' servants and agents become acquainted and comply with the fire and Health and Safety precautions and regulations in existence on any site where any work is to be carried out or services performed.

Termination

The Company may without prejudice to any other rights or remedies available to either party terminate the Contract with immediate effect in whole or part in the event that the Supplier –

- a. commits a breach of the Contract or of any other of its obligations to the Company thereunder; or
- b. is unable to pay its debts in the ordinary course of business as they fall due; or
- c. has any distress or execution levied upon any of its property or assets; or
- d. makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is granted or made against it or

any one of a number of individuals comprising the Supplier or (if the Supplier is a company) any resolution or petition to wind up its business (otherwise than for the purpose of reconstruction or amalgamation is passed or presented or a receiver of its undertaking property or assets or any part thereof is appointed.

Upon the termination of the Contract pursuant to this Condition the Supplier shall not be entitled to any compensation in respect thereof but shall promptly supply to the Company such of the Goods or Services as have been finished against payment by the Company in accordance with the Contract, the Company being entitled to deduct from any sums due to the Supplier under this Condition the amount of any additional costs and expenses incurred by the Company in completing the Services or obtaining replacement Goods.

Liens

Any liens, charges, or encumbrances upon the Company's Goods without limitation asserted by or arising in favour of the Supplier by virtue of contract, operation of law or otherwise are hereby excluded and/or released and the Supplier undertakes to return any such goods or materials to the Company upon demand free from any such liens, charges or encumbrances.

Indemnity

The Supplier hereby undertakes to keep the Company full and effectually indemnified without set off, counterclaim or other deduction of any nature against all costs claims damages and expenses incurred by the Company (including any liability or loss incurred by the Company resulting directly from any faulty design, workmanship or materials in respect of or relating to any Goods supplied or Services performed under the Contract.

Severance

If at any time one or more of these Conditions (or any paragraph, sub-paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted herefrom and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

Waiver

The failure of the Company to seek damages or other remedy for any breach or to insist upon the strict performance of the terms of contract shall not be construed to condone a subsequent act of similar or other nature, nor shall it in any way be deemed a waiver of the Company's right with respect thereto.

Notice

Any notice required to be given hereunder must be in writing and made or effected by personal delivery, electronic mail, or by post, postage is deemed if effected by electronic mail on the day of sending (provided that written confirmation of such electronic mail is delivered by first class post as soon as practicable after the sending of the electronic mail) and if effected by post shall be deemed to have been received 48 hours after the date of posting.

Law

These conditions and the contract of which they form part shall be construed and interpreted in accordance with English Law and the Supplier submits to the non-exclusive jurisdiction of the English courts in relation to any dispute arising in relation to any Order.