

TERMS AND CONDITIONS OF PURCHASE

In the context of these conditions the word "Company" means Heraeus Quartz UK PLC who issues the order. The word "Supplier" or "Contractor" will be construed as the recipient of any such order. The word "Goods" means the articles or things and the word "Services" means the work described in the order.

1. OFFER. This Order constitutes an order on the part of the Company which must be accepted in writing by the Supplier or Contractor or by the actual execution of the Order.
2. ACCEPTANCE. Acceptance of an order will be deemed to bind the supplier or Contractor to the following terms and conditions and no goods or services shall be supplied or performed by the Supplier or Contractor, their employees, agents or representatives except in accordance therewith in the case of any conflict between these conditions and those of the Supplier or Contractor these conditions shall prevail.
3. DELIVERIES.
 - (a) The Company's production schedules are based upon materials being delivered to the company by the date or dates specified on the face of the Order and time is of the essence of the contract, if deliveries are not made at the agreed times the Company reserves the right to cancel or to purchase elsewhere and hold the supplier or Contractor liable
 - (b) If the supplier or Contractor cannot meet the delivery dates stipulated in the Order it must submit its best alternatives to the Company in writing by return of post for the Company's confirmation and acceptance.
 - (c) In the event of the Company's contract with its employer being cancelled, delayed, interrupted or otherwise restricted by forces majeure, lock-out strikes of workmen or any other cause whatsoever beyond the control of the Company, then the Company shall be at liberty to defer the date of delivery.
 - (d) The Company will not bear the cost of unloading materials on site in the case of materials being forwarded to a point of delivery, or having to be transhipped unloaded or otherwise handled by the Company's employees or agents, the cost of unloading, transhipping will be charged to the Supplier.
 - (e) Any goods manufactured by the Supplier or Contractor shall remain at the Supplier's or Contractor's risk until delivery to the Company has been completed when the property in the goods shall pass to the Company.
4. PRICE.
 - (a) No variation in price will be accepted unless reasonable written notice has been given to the Company of such variation and the Company's written approval has been obtained thereto prior to execution.
 - (b) Where the goods are subject to value added tax, the amount legally demandable is to be tendered as a separate item of account and if required by the Company the Supplier or Contractor will produce bona fide evidence of the amount paid or to be paid by them in respect thereof.
 - (c) The Company reserves the right to deduct from any monies due or becoming due to the Supplier or Contractor any monies due from the Supplier or Contractor to the Company in respect of materials supplied or services rendered by the Company.
5. QUANTITIES. Deliveries must equal exact amounts ordered unless otherwise agreed the Company in writing.
6. QUALITY AND DEFECTS.
 - (a) All goods and Services supplied or carried out shall be of the very best quality and subject to the Company's approval and must meet the governing specification as to quantity, quality, standards or description.
 - (b) The Company reserves the right to reject any Goods or Services which are faulty or do not conform to the quality standard or description as specified in the Order. The Company may return the rejected goods at the Suppliers or Contractor's risk and expense.
7. PATENTS. The Supplier or Contractor warrants that the design, construction and quality of any Goods to be manufactured or supplied by it, comply in all respects with any Statute, Statutory Rule or Order or Regulation which may be in force at the time and further that the sale or use of the Goods by the Company would not infringe any British, or foreign patent, trade mark or trade name or registered design. The Supplier or Contractor undertakes to indemnify the Company loss, damage liability, cost or expenses which the Company may suffer or incur by reason of any breaches of the said warranties.
8. ASSIGNMENTS. The Supplier or Contractor shall not without the written consent of the Company assign transfer or sub-let the Contract or any part thereof other than for minor details or for any part of the Goods of which the makers or suppliers are named in the Clause.
9. CANCELLATION.
 - (a) This Order may be cancelled at any time by the Company giving the Supplier or Contractor notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of cancellation and subsequently received by the Company. The Company shall not be liable for any loss to the Supplier or Contractor including consequential loss.
 - (b) If the Supplier or Contractor being an individual (or when the Supplier or Contractor is a firm, any partner in that firm) shall at any time become bankrupt, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with, or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors or if the Supplier or Contractor being a Company, shall pass a resolution or the court shall make an order that the company shall be wound up (not being a members winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager or which, entitle the court to make a winding-up-order, then the Company shall be a liberty.
 - i. to cancel the order summarily by notice in writing without compensation to the Supplier or Contractor; or
 - ii. to give any such receiver or liquidator or other person the option of carrying out the contract.
10. CONFIDENTIALITY. The Supplier or Contractor shall treat this order and all designs, drawings specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Company's written consent or infringe any copyright patent, trade mark, trade name or registered design vested in the Company.
11. The Supplier or Contractor will indemnify the Company against the following:
 - (a) Loss or damage, or injury whatsoever and whensoever arising, cause to the Company or for which the Company may be liable to third parties, due to defective workmanship or unsound quality of the Goods or Services supplied.
 - (b) Claims in respect of death or injury, howsoever caused to any of the employees, or those of the agents or sub-contractors, of the Supplier or Contractor while in or about the Company's sites or works or other places of business.
 - (c) Consequential loss or damage sustained by the Company or for which the Company may be liable as a result of the failure of the Supplier or Contractor to perform the work or supply the materials in accordance with the terms of the order.
12. BREACH. Any breach of any term of an order by the Supplier or Contractor for either regarding time of delivery or otherwise shall (whether the Company has accepted the Goods or Services or any part thereof or not and whether the property in the Goods or Services has passed to the Company at its option to treat the order as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.
13. CARE AND RETURN OF PATTERNS, DIES, DRAWINGS, SPECIFICATIONS, ETC.
 - (1) All patterns, dies, moulds or other tooling and drawings and specifications supplied by the Company or prepared or obtained by the Supplier or Contractor for and at the sole cost of the Company shall remain the property of the Company.
 - (2) The Supplier or Contractor shall maintain all such items in good order and insure them against all risks whilst in its custody and on completion of the contract or as otherwise directed by the Company shall return them to the Company in good order and condition. Should the Supplier or Contractor fail so to return them the Company may either withhold payment until they are so returned or withhold such part of the payment due as may be required to replace them or to restore them to good order and condition, whichever may be the less expensive.
 - (3) The Supplier or Contractor shall not use such items nor shall it authorise or knowingly permit them to be used by anyone else or, in connection with any purpose other than the supply of the goods to the Company unless such use is expressly authorised by the Company, previously and in writing.
14. HERAEUS CODE OF CONDUCT. By acting responsibly Heraeus wishes to strengthen its good reputation. The principles for responsible action are laid down in the Heraeus Code of Conduct. The supplier commits to comply with all legally binding rules and regulations. This applies in particular to the applicable laws for the protection of fair competition, the export and import prohibitions, the customs and tax regulations, and all rules and regulations for the protection of the environment. The supplier covenants, in particular in its business transactions with Heraeus, not to engage in any bribing of business partners and to ensure for its own staff a fair pay, appropriate working hours, safety at work and a non-discriminating working environment.
15. INTERPRETATION. These conditions and the contract shall be subject to and construed in accordance with English law.