

# TENNANT METALLURGICAL GROUP LTD

(Company Registration Number 646646)  
CALLYWHITE LANE, DRONFIELD, S18 2XP

## TERMS AND CONDITIONS OF PURCHASE

The “buyer” is the company who issues the purchase order for goods or services and whose name is printed at the head of the order form. The “seller” is the company or person(s) or partnership or organisation which sells the goods or provides the services.

### 1. ACCEPTANCE

Acceptance of the buyer’s order shall be deemed to include acceptance of these conditions and the delivery of any goods under the order shall be deemed to be a waiver of any condition or acceptance in consistent therewith or repugnant thereto contained in any acceptance or acknowledgement of the order.

### 2. LIABILITY

The buyer shall not be responsible for the goods delivered to it unless authorised by written purchase order.

### 3. PRICE

No increase in the price stated in the buyer’s order shall be recoverable by the seller unless agreed in advance by the buyer in writing.

### 4. a) DELIVERY OF GOODS

(i) The goods, properly packed and secured in such a manner as to reach their destination in good condition by the seller at, or despatched for delivery to, the place or places and in the manner specified in the order or as subsequently agreed by the buyer.

(ii) The seller shall deliver the goods at the time specified on the order and time shall begin to run from the date of acceptance by the seller of the order. Time shall be of the essence of the contract.

(iii) If the goods or any portion thereof are not delivered in the time or times specified in the order, the buyer shall be entitled to cancel the order in respect of the goods undelivered as foresaid. On such cancellation the buyer shall be entitled:

- (a) To return to the seller at the seller’s risk and expense any of the goods already delivered but which cannot effectively and commercially be used by the buyer and to recover from the seller any monies paid by the buyer in respect of such goods; and
- (b) To recover from the seller any additional expenditure reasonably incurred by the buyer in obtaining other goods in replacement of those in respect of which the order has been cancelled.

### b) DELIVERY OF SERVICES

- (i) Services include, but are not limited to, processing; crushing; screening; milling; forging; drying; transport; packing; shrink wrapping; crushing; shipping; melting.
- (ii) The service to be carried out will adhere to the specific requests in the purchase order. If the service is not carried out in accordance with the purchase order then the service provider will be liable for either the additional costs to adhere to the purchase order or the replacement cost of the goods and any subsequent losses directly caused.

- (iii) If the goods are contaminated whilst in the charge of the service provider then the service provider is liable for either the cost of de-contaminating the goods or the replacement cost of those goods.

## **5. DAMAGE OR LOSS IN TRANSIT**

The seller shall repair or replace, free of charge, goods damaged or lost in transit provided the buyer gives the seller written notification of such damage or loss within such time as will enable the seller to comply with the carrier's conditions of carriage, as affecting loss or damage in transit, or where delivery is made by the sellers own transport within a reasonable time. The buyer reserves the right to hold such damaged goods at the seller's risk or to return them at the risk and expense of the seller.

## **6. QUALITY AND MARKING OF GOODS**

The goods shall:

- (a) Conform as to quantity, quality and description with the particulars stated in the order;
- (b) Be of sound materials and workmanship;
- (c) Be equal in all respects to the samples or specifications provided or given by either party; and
- (d) If the purpose for which they are required is indicated in the order, either expressly or by implication be fit for that purpose.
- (e) The seller shall mark the goods, the subject of the order, in accordance with any reasonable instructions of the buyer.

## **7. REJECTION**

(i). The buyer may by notice in writing to the seller given within a reasonable period after delivery reject any goods which are found not to be in accordance with the order.(ii) Upon the giving of such notice of rejection the buyer shall return the rejected goods to the seller at the sellers risk and expense. In such case the seller shall, if so required by the buyer, within a reasonable time replace such rejected goods which are in all respects in accordance with the order.(iii) The expense referred to in sub paragraph ii above shall include the cost of freight, shipping, unpacking, examining, repacking, storing, reshipping and similar expenses.

## **8. PASSING PROPERTY**

(i) The property in any goods under the order shall pass to the buyer on delivery without prejudice to any right or rejection which may accrue to the buyer under these conditions.

(ii) All goods will be subject to the inspection and approval of the buyer within a reasonable time after delivery. The acceptance of any portion of the goods delivered (particularly in the case of multiple deliveries) shall not be deemed a waiver of the buyers right to cancel or return the remainder of the goods under the order because the goods do not comply with the terms of the order or due to any other default of the seller. The seller agrees to pay and reimburse the buyer for invoice and delivery costs and other expenses incurred in unpacking, examining and repacking the said goods for return.

## **9. TERMINATION**

The buyer may without liability or compensation to the seller cancel this contract at any time before all of the goods are delivered by giving written notice, upon which notice the buyer shall cease to be bound to receive delivery of any further goods or to pay that part of the price which relates to goods which have not been delivered. In addition, the Buyer has the right to immediately cancel the contract with the seller, without liability or compensation to the seller, if there is an increase in import duties, greater than 2%, to the territory of delivery, relating to the product purchased

## **10. JURISDICTION**

The order and the conditions thereof shall be governed by and construed according to English law and it is agreed for the exclusive benefit of the buyer that English courts shall have jurisdiction to settle any disputes which may arise in connection therewith.

## **11. ASSIGNMENT**

The seller shall not without the written consent of the buyer assign, sublet or transfer the order or any part of it.

## **12. INFRINGEMENT OF PATENTS**

The seller shall fully indemnify the buyer against any actions, claims, demands, costs, charges and other expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, registered design, trade mark, trade name or other like right arising from the use or sale of the goods, and against all costs, loss and damages which the buyer may suffer or incur in any action for infringement or for which the buyer may become liable in any such action.

## **13. FORCE MAJEURE**

The Buyer shall have no liability to the Seller or be deemed to be in default of the Contract owing to causes beyond the control of the Buyer including but not limited to fire, flood, act of God, acts or regulations of any governmental or supranational authority, war, riot, lock-outs or industrial disputes.

## **14. HARDSHIP**

In the event that economic or business conditions or any other unexpected condition or event creates abnormal hardship for the Buyer in the performance of the terms and conditions of this Agreement, it is agreed that the parties shall meet to discuss and negotiate amendments to any agreement to alleviate such hardship. If an agreement to amendments is not reached a neutral conciliator, acceptable to both parties, shall be appointed within a term of 15 days. The conciliator shall inform both parties of his/her conclusions within a month. If this is not accepted by both parties the non-breaching party may submit the matter to the Courts.

## **15. BUSINESS REGULATION, MANDATORY LAW AND COMPLIANCE**

Seller hereby warrants that it will comply (and will procure that all its employees, directors, officers consultants and/or agents will comply) with all laws, regulations, including but not limited to REACH, or policies relating to economic sanctions, trade sanctions and/or export controls, combating of bribery, corruption and/or money laundering to which either the Seller and/or the Buyer is subject from time to time in force (which laws include but are not limited to the EU and OFAC sanctions regime and the UK Bribery Act 2010). The Buyer reserves the right and is entitled to suspend and/or terminate purchases from the Seller immediately if the Buyer has reasonable suspicion of Seller's breach or intention to breach this condition. The Seller will also indemnify the Buyer against any losses, costs, fines or payments which the Buyer is required to make as a result of any breach of this clause by the Seller.