CONDITIONS OF PURCHASE

1. The Supplier's acceptance of this order for the goods and the materials listed on the face hereof ('The Goods') must be received by the Purchasing Manager of the Company within 4 days of the date of the order; no terms and conditions printed on the Supplier's quotation, acknowledgement, acceptance or brochure or any other advertising material shall apply to this order unless otherwise agreed by the company in writing.

2. If the Supplier's acceptance of this order is not received in accordance with 1 above the Company shall have the right at its discretion at any time prior to the delivery of the goods in accordance with 3 below to withdraw the order without incurring any liability to the Supplier on any account whatsoever. This right shall not be prejudiced by any communication, written or oral, the Company and the Supplier in respect of the order.

3. The goods shall be delivered on the delivery date of dates and at the address specified in the order. If before delivery of all the goods the Company's works are wholly or partially shut down for any reason whatsoever or if the Company ceases to carry on business it shall have the right by notice in writing to the Supplier forthwith to cancel the order or to defer the date or dates of delivery and payment as it thinks fit without incurring any liability to the Supplier on any account whatsoever.

4. All the goods supplied under this order shall conform to any specifications, drawings, samples or other descriptions furnished by the Supplier and shall be properly packed taking into account the nature of the goods and shall be fit and sufficient for the purpose for which they are intended and of good quality.

5. If it is found that the goods (or any part thereof) are not in accordance with the requirements of 4 above the Company shall be entitled, without prejudice to its other rights, to return the goods to the Supplier at the Supplier's risk and expense and either to cancel the contract without incurring any liabilities to the Supplier on any account whatsoever or to require the Supplier to replace such goods.

6. In respect of the date or dates of delivery, time shall be of the essence of the contract. If any goods are not delivered by the date or dates specified, or if no date or dates have been specified within a reasonable time the Company shall have the right to cancel the contract without prejudice to all its other rights and remedies and without incurring any liabilities on any account whatsoever.

7. The Supplier's acceptance of the order shall constitute any agreement to indemnify the Company or any person claiming title from it against the amount of any loss or damage howsoever caused suffered by the Company or such person in connection with the infringement of the letters Patent or other rights arising out of the use or disposition by the Company of the goods.

8. The Supplier will not refer to the Company's name, trade marks or products in any of its advertising material without written permission from the Company's publicity department.

9. Invoices must be received by the Company within 3 working days of delivery of the goods in accordance with 3 above. The Company's order number must be clearly marked on invoices. Monthly statements must be received by the 10th days of the month following delivery. Payment terms are a minimum of 60 days from end of month in which goods or services are provided and invoiced.

10. The Company shall have the right to deduct from the amounts payable to the Supplier at any time of the whole or any part of any sums due from the Suppliers to the Company.

11. All packing shall be regarded as free and non returnable unless the contrary is clearly stated on the acceptance of the order. Returnable packages will be returned at the expense of the supplier.

12. The Supplier's rights and obligations under the contract are not to be assigned without the consent of the Company.

13. The title and risk in the goods shall not pass to the Company until actual delivery in accordance with 3 above.

14. The Supplier agrees to indemnify the Company against all claims, costs and expenses arising out of any loss, injury or damage to person or property sustained at any time by the Company, its servants or agents or by any third party or by servants or agents of the Supplier and caused by any defect in the goods.

15. These conditions shall not derogate from the Company's Statutory and Common Law rights but shall be in addition to those rights and not in substitution for them.

16. IMPORTANT SUB CONTRACT WORK

Any orders for Sub-Contract Work will be governed by the contract conditions of the Main Contractor on the site, or where Hertel (UK) Ltd. is the main contractor, the conditions of their client. It is the sub-contractor's responsibility to inspect these before acceptance of the order. (Copies of such conditions are available at area office controlling contract).