

XTRAC LIMITED

TERMS & CONDITIONS OF PURCHASE



(These standard terms and conditions ("Conditions") shall apply to all Contracts)

1. No contract or order will be recognised unless on our official order form.
2. Order numbers must be quoted on all advice notes, invoices, correspondence etc, otherwise payment cannot be made. It is your responsibility to ensure that you obtain an order number for any goods or services supplied.
3. Acceptance of our order confirming price, quantity and delivery date for each item will be binding. The line values of any invoice must match those quoted on the Xtrac Purchase order. Any variation must be approved by the Xtrac buyer who will issue a revised order if appropriate.
4. Acceptance of this order implies acceptance of the Terms and Conditions of Xtrac Supplier Quality Requirements.
5. Whilst Xtrac property (including that of our customer) is under your control, you are responsible for its safe custody, care and insurance and will be liable for the loss or theft of this property to the value of any raw material and all preceding manufacturing operations.
6. The goods and services delivered and/or work done must conform to samples, specifications, performance requirements and quantities as set out in the order and other related correspondence. We reserve the right to reject any goods or work not in compliance with such samples or specifications. In view of the specialised nature of our business any variation or substitution of specification, even if considered to be an equivalent must immediately be notified to us in writing for our written approval.
7. Any rejected goods must be replaced, or rejected work rectified, free of charge within a reasonable time if so requested by us. If you are unable to replace or rectify the goods or services within an acceptable period, we reserve the right to recover any monies already paid and you will be liable for all costs of replacement or rectification of the goods or services. Where goods are scrapped you will be liable for either: the value of any raw material and the cost of all preceding manufacturing operations, or the purchase order value of the work undertaken by you on the scrapped goods, whichever is the lower.
8. You must deliver the goods or services and/or complete the work by the time specified in the order unless otherwise agreed by us. If the goods or any part thereof are not delivered or work is not completed within this time, we will be entitled to determine the order.
9. It is your responsibility to ensure that the goods are packed so as to avoid damage during transit and also that the packaging is of a size and type suitable for manual handling or loading/unloading by forklift. In addition, it is your responsibility to ensure that they are insured whilst in transit.
10. In the event of complete or partial stoppage of our work resulting from any exceptional cause (force majeure), deliveries of goods or performance of work may at our request be partially or wholly suspended during the continuance of such stoppage, without affecting any other terms of this order.
11. Where delivery is made by instalments and defective goods are delivered in one or more of the instalments, we reserve the right to cancel the undelivered part of the order and if necessary, place an order with another supplier and you will, in such case reimburse any extra cost incurred by us.
12. Where any failure either to deliver goods to the required quality standard or specification, or to deliver on time, results in our incurring extra costs or loss of business, then we reserve the right to recover such frustrated costs including loss of profits.
13. The price is to include carriage and insurance to a place of delivery specified on the order unless otherwise agreed.
14. All patterns, jigs, drawings, free issue materials, process details and specifications supplied by us are to remain our property and must be clearly identified as such at all times. They must be treated as confidential and only used in the fulfilment of work for us. They must be surrendered to us on our demand. They must not be copied or communicated or displayed to any other party without our written consent. You must insure them against all risks.
15. All drawings issued by Xtrac must be returned with the goods. No drawings are to be retained once the order is complete. Xtrac will always issue a new drawing for subsequent orders, so as to ensure that the correct issue is used.
16. You must indemnify us against any cost arising from any alleged infringement of any third party IPR, letter patent etc. resulting from our use of the goods, services or your performance of the work. This indemnity shall not apply to work carried out to designs or specifications supplied by us.
17. The details of our particular requirements covered by an order are not to be divulged to third parties. You will keep our purchase confidential unless you have our written agreement to the contrary.
18. None of the obligations relating to this order is to be sub-contracted, assigned or transferred without our written consent.
19. We reserve the right to cancel this order in the event that control of your business is transferred to a third party, or that your business becomes insolvent, bankrupt or enters into any scheme of arrangement with your creditors.
20. In order for your invoices to be processed for payment they must quote our purchase order number and correspond in all particulars to our purchase order. As we close the purchase ledger on the 7th working day of the month following that in which supplies are made, we are unable to commit to meeting standard payment terms for invoices received after the closing date.
21. We do not hold ourselves liable for charges for cases or other containers, but every care will be taken to ensure their return at the earliest opportunity.
22. You will not advertise our use of your products or services without our written agreement.
23. All disputes arising out of this contract shall be referred to an arbitrator to be agreed by both parties or failing agreement, to the President for the time being of the Law Society. The contract shall be subject to English law.