

# Merlin Engineering (Bolton) Ltd

## CONDITIONS OF PURCHASE ORDERS

In these conditions, 'the order' shall mean any Merlin Engineering (Bolton) Ltd Purchase Order under which goods are to be supplied or work done. 'The Buyer' shall mean Merlin Engineering (Bolton) Ltd. 'The Seller' shall mean the person, firm or company stated on the face of the order form. 'The Goods' shall mean all goods whether raw material or finished products covered by the order.

- 1a) No order is valid nor shall the buyer be liable in respect of any purported order unless it is issued or confirmed on the buyer's official printed Order form, and signed by a company manager or director. Notwithstanding any printed conditions of the seller no amendments or variations to the terms of the order shall be valid unless agreed to in writing by the parties, such agreement being evidenced by an official order form.
- 1b) The price quoted in the order shall be firm through the duration of the order except where seller and buyer agree otherwise, in writing, and such agreement is the subject of an amendment to the order.
- 2). The order may be cancelled by the buyer if not acknowledged by the seller within 7 days of the date of the order.
- 3). All goods supplied or work done in the execution of the order shall conform as to quantity, quality and description with the particulars and/or specification contained in the order and shall be of the best materials and workmanship of their respective kinds. If samples or patterns are provided by the seller and approved by the buyer then the goods or work shall not be inferior in any respect to the said samples and patterns.
- 4). The goods shall be delivered not later than, nor more than 7 working days prior to any dates specified on the order and delivery, shall not be deemed to be effected until the goods have been received at the destination specified therein.
- 5). In the case of delivery items to required schedules, the latest schedule always supersedes any previously received and any overdue items may not be delivered if they do not appear in the subsequent schedule. Where no date specified, delivery should be within a reasonable time. Failure to deliver within such times shall entitle the buyer to cancel the contract.
- 6). Within 12 months after receipt, the buyer shall be entitled to give written notice of any manufacturing defect arising under proper use and the seller shall, at the seller's discretion, repair or replace the goods free of charge.
- 7). All goods shall be properly packed and clearly labelled as specified and required by the buyer. All documents and labels shall clearly show the Merlin Engineering (Bolton) Ltd order number.
- 8). The seller shall send all invoices to Merlin Engineering (Bolton) Ltd, Unit 6 Dunscair Industrial Estate, Blackburn Road, Egerton, Bolton BL7 9PQ All details of price, destination, delivery date and order number should be clearly marked.
- 9). Advice notes quoting order number are to be sent with the goods, addressed to the company at the place of the destination of the goods.
- 10). The property and risk in the goods shall remain in the seller until the delivery to the point specified in the order.

- 11). The seller shall not subcontract (except as is customary in the trade) assign or otherwise dispose of the order or any part thereof without the written consent of the buyer.
- 12). The seller shall indemnify the buyer against any claim for infringement of letters, patent, registered design, Trade mark or copyright by the use or sale of any article or material supplied by the seller to the buyer and against all costs and damages which the buyer may incur in any action for such infringement or for which the buyer may become liable in any such action.
- 13). The seller shall indemnify the buyer against any loss of or damage to the property of the buyer and against any claims for injury to or death of any person or for the loss or damage to the property of any other person by reason of any negligent act or omission of the seller or his employees, subcontractors or agents arising out of the execution of the order.
- 13a). Where the order price includes the cost of making or purchasing jigs, tools, etc. these become the property of the buyer and on completion of the order or it's termination, must be held in safe custody and maintained in good condition until such time as disposal instructions are received from the buyer
- 13b). Technical information, drawings, design and other data supplied by the Buyer are confidential and shall not, without prior written consent of the Buyer, be disclosed to any third party and shall be used solely for the purpose of the order.
- 14). The supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertising, publicity or purpose of trade without the prior written consent of the Buyer.
- 15). These terms and conditions shall take precedence over any other documentation unless otherwise stated and agreed in writing by the Buyer
- 16). The Order shall be interpreted according to English law.