

TITON HARDWARE LIMITED
TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

"The Company" means Titon Hardware Limited. "The Supplier" means the person, firm, company, organisation, corporation or public authority with which the Company shall conclude a contract for the purchase of goods. "Contract" means a contract for the purchase of goods made by the Company with the Supplier. "Order" means a purchase order submitted by the Company to the Supplier. References to Statutes or statutory provisions shall include those Statutes or statutory provisions as from time to time amended, re-enacted or replaced.

2. GENERAL

(1) All Contracts made by the Company for the purchase of goods shall be solely subject to and upon the following Terms and Conditions of Purchase to which no addition or variation shall apply unless agreed in writing by the Company and specifically expressed to constitute such addition or variation. IF NO SUCH FORM SHALL HAVE BEEN ISSUED BY THE COMPANY THE SUPPLIER SHALL UPON DELIVERY OF THE GOODS OR (WHERE DELIVERY IS BY INSTALMENTS) THE FIRST ITEM THEREOF BE DEEMED TO HAVE GIVEN FINAL AND ABSOLUTE ACKNOWLEDGEMENT OF ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

(2) No other terms and conditions whether written or oral, expressed or implied shall apply notwithstanding any provisions which may appear on the catalogues, price lists or order forms or any other document issued by the Supplier whether or not the same shall be signed or acknowledged by or on behalf of the Company and whether issued either before or subsequent to the acceptance by the Company of the Supplier's offer for sale.

(3) If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and conditions and the remainder of such provision shall continue in full and force and effect.

(4) The parties to any Contract to which these Terms and Conditions apply do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

3. PRICE

Save where otherwise stated on the Order all prices charged by the Supplier shall be deemed to be inclusive of the costs of packing, insurance and carriage to the place of delivery indicated on the Order but shall be exclusive of Value Added Tax.

4. DESCRIPTION AND QUALITY

(1) The goods delivered to the Company by the Supplier shall:-

(a) correspond as to description quality and condition with the particulars stated or referred to on the Order.

(b) conform with any sample pattern drawing or design approved or supplied by the Company.

(c) be of the best quality, material and workmanship and be without fault.

(d) meet any standard of inspection or of performance stated or referred to on the Order.

(e) be fit for any purpose expressly or impliedly made known by the Company to the Supplier or otherwise for their ordinary purposes.

(f) comply with the relevant requirements of any Statute, statutory rule or order, regulation or standard whether having the force of law or not which may be in operation on delivery.

(2) The Company's rights against the Supplier under the provisions of paragraph (1) shall in no way be prejudiced if the goods are not inspected until used or if the goods are shown to be unsuitable or defective after they are put into use.

5. TIME OF DELIVERY

If a time or times for delivery are stated on the Order time of delivery shall be of the essence and delivery of the goods shall be made at or within such time or times.

6. NON-COMPLIANCE WITH TERMS AND CONDITIONS

(1) Without prejudice to any other right or remedy which the Company may have, if any goods are not supplied in accordance with, or the Supplier fails to comply with, these Terms and Conditions the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Order has been accepted by the Company:

(a) to determine the contract;

(b) to refuse to accept or to reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;

(c) at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

(d) to refuse to accept any further deliveries of the goods but without any liability to the Supplier;

(e) to carry out at the Supplier's expense any work necessary to make the goods comply with the Contract; and

(f) to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

(2) Without Prejudice to the Company's other rights in the event of such refusal, rejection or determination the Company shall be entitled to the return of any advance payments to make or procure substitute goods.

(3) Any failure by the Company to exercise such rights shall not be a waiver thereof and the Company shall be entitled without prior notice to exercise such rights until all the goods under the Contracts have been delivered and accepted.

7. RISK

Risk of loss of and damage to the goods shall remain with the Supplier until they shall have been delivered to the place of delivery indicated on the Order.

8. TITLE

(1) Subject to paragraphs (2) and (3) below the title in the goods shall pass to the Company upon their being delivered to the place of delivery indicated on the Order.

(2) If the Company shall make an advance payment before delivery of the goods it shall prior to delivery have title to such part of the goods (whether finished or not) and/or the raw materials allocated for manufacture of the goods as shall have a value equivalent to the advance payment.

(3) The title derived by the Company under paragraph (2) above shall be absolute as against the Supplier or any third party and shall entitle the Company at any time to require delivery of any finished part of a consignment of goods the value of which shall have been paid in advance.

9. VARIATION OF SPECIFICATION

The Company shall not be bound to accept goods which in any way vary in specification from those detailed in the Order.

10. PACKING MATERIALS

The Company undertakes no responsibility in regard to the care or return of packing materials but in the event of the Supplier giving to the Company notice in writing before or at the time of any delivery that the return of packing materials is desired the Company will at the sole risk and expense of the Supplier return such materials as are in a useable condition after the unpacking of the goods.

11. THE COMPANY'S MATERIALS

The Supplier shall bear all risk of loss or of damage to all patterns, dies, moulds, gauges or other instruments, original designs or drawings or other articles or materials supplied by the Company in connection with the Contract or for incorporation in the goods to be delivered thereunder, and without prejudice to the Company's other rights the Company may call upon the Supplier to effect replacement or reinstatement in respect of any such loss or damage.

12. DISCLOSURE

Nothing relating to the Contract shall without the Company's prior written consent be in any way used for the purpose of advertisement or publicity nor shall the Contract or any pattern, die, mould, gauge nor other instrument, original design, drawing or other original article or materials supplied by the Company in connection with the Contract or for incorporation in the goods to be delivered thereunder be disclosed shown or described by the Supplier to any person whatsoever save for the purposes of the proper performance of the obligations owed by the Supplier to the Company.

13. INDEMNITY

The Supplier shall keep the Company indemnified in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

(1) defective workmanship, quality or materials;

(2) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the goods;

(3) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the goods; or

(4) a breach of these Terms and Conditions.

14. ASSIGNMENT

(1) The Supplier contracts as principal and shall not without prior written consent of the Company either assign, transfer or otherwise make over any part of the Contract or (save to a subsidiary or associated company) sub-contract or delegate any part of the work to be done pursuant thereto provided always that the Supplier may so sub-contract or delegate in regard to raw materials minor details or any items stated or referred to on the Order as being supplied by a named third party the Supplier in each case remaining fully responsible therefor.

(2) The Company may assign the Contract or any part of it to any person, firm or company.

15. LAW

Every Contract to which these Terms and Conditions shall apply shall be construed in accordance with and governed by English Law and the Supplier agrees to submit to the jurisdiction of the English Courts. Nothing herein shall prejudice any Statutory or other rights to which the Company would otherwise be entitled whether under Law or otherwise.