

These Conditions may only be varied with the written agreement of the Purchaser. No terms or conditions put forward at any time by the supplier shall form any part of the Contract.

1. Definitions

In these conditions "the Purchaser" means Innovise Software Ltd, registered in England (05640283) at Hellier House, Wychbury Court, Two Woods Lane, Brierley Hill, West Midlands. DY5 1TA, "the Supplier" means the supplier named in the Purchase Order and "the Goods" means any such goods as are to be supplied to the Purchaser by the Supplier (or by any of the Supplier's Sub-contractors) pursuant to or in connection with this order("the Order")

2. The Goods/Services

2.1 The Goods or Services shall be to the reasonable satisfaction of the Purchaser and shall conform in all respect with any particulars specified in this Order and in any variations thereon.

2.2 The Goods shall conform in all respect with the requirement of any statutes, orders, regulation or bye-laws from time to time in force.

2.3 The Goods shall be fit and sufficient for the purpose which such goods are ordinarily used and for any particular purpose made know to the supplier by the Purchaser and the Purchaser relies on the skill and judgement of the supplier in the supply of the Goods and the execution of the Order.

3. The Price

3.1 The price of the Goods shall be as stated on the Purchase Order and no increase will be accepted by the Purchaser unless agreed by him in writing before the execution of the Order.

3.2 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment delivered under this Order. Payment shall be due 30 days after receipt of the goods or the correct invoice therefore, whichever is the later.

3.3 The Client requires the contractor to pay their subcontractors (associated with the contract) within 30 days from receipt of a valid invoice as defined by the subcontract requirement.

4. Delivery

4.1 The Goods shall be delivered to the place named on the Purchase Order. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with the delivery shall be provided without acceptance by the Purchaser of any liability whatsoever and the Supplier shall indemnify the Purchaser in respect of any actions, suits, claims, demands, losses, charge costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-contractor.

4.2 Where any access to the premises is necessary in connection with delivery or installation the Supplier and his sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security, including vehicle and personnel searches.

4.3 The time of delivery shall be of the essence and failure to deliver within the time promised or specified shall enable the Purchaser (at his option) to release himself from any obligation to accept and pay for the Goods and/or to cancel all or part of the order therefore, in either case without prejudice to his other rights and remedies.

4.4 The Purchaser's offices are open between 9am and 5pm every weekday save for public Holidays and other events of like nature. Deliveries outside of this window may be possible with prior agreement but no reliance upon availability can be made in securing access to deliver.

5. Property and Risk

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's right and remedies under Condition 7 thereof) pass to Innovise at the time of delivery.

6. Damage in Transit

On dispatch of any consignment of the Goods the Supplier shall send to the Purchaser at the address for delivery of the Goods and advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as

possible either repair or replace (as the Purchaser shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

(a) in the case of damage to such Goods in transit the Purchaser shall within thirty days of delivery give notice to the supplier that the Goods have been damaged.

(b) In case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the dispatch of the Goods) within ten days of the notified date of delivery give notice to the supplier that the Goods have not been delivered.

7. Inspection, Rejection and Guarantee

7.1 The Supplier shall permit the Purchaser or its authorised representative to make any inspection or test he may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at its premises. No failure to make complaint at the time of such inspection or test and no approval given during or after such test or inspection shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

7.2 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet requirements specified herein. Such notice shall be given within a reasonable time after delivery to the Purchaser of the Goods concerned. If the Purchaser shall reject any of the Goods pursuant to this condition the Purchaser shall be entitled (without prejudice) to his other rights and remedies either:

(a) to have the Goods concerned as quickly as possible either repaired by the supplier or (as the Purchaser) shall elect replaced by the Supplier with Goods which comply in all respect with the requirements specified herein: or

(b) to obtain a refund from the Supplier in all respect of the Good concerned.

7.3 The standard guarantee period applicable to the goods shall be no less than twelve months from putting into service or eighteen months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangement agreed in writing between the Purchaser and the Supplier). If the Purchaser shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any of other right and remedies which the purchaser may have) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect) without cost to the Purchaser.

7.4 Any Goods rejected or returned by the Purchaser as described in paragraphs 7.2 & 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

8. Labeling and Packing

8.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instruction and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number the net, gross and tare weight, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands losses, charges, cost and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this condition.

8.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser unless the Supplier shall within ten days of receiving notice from the Purchaser that the packages have been dispatched notify the Purchaser of such non-arrival.

8.3 Maximum use must be made of recycled materials in the manufacturing of crates, pallets, boxes, cartons, cushioning and other forms of packing, where these fulfill other packing specification. Packaging specification should be reviewed periodically to ensure that no unnecessary limitation on the use of recycled materials exists.

9. Patents and Information

9.1 It shall be a condition of this Order that, except to the extent that the Goods are made up in accordance with design furnished by the purchaser, none of the Goods will infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property or any third party and the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of the condition.

9.2 All rights (including ownership and copyright) in any specification, instruction, plans, drawings, patterns, models, design or other materials furnished to or made available to the supplier by the Purchaser pursuant to this Order shall remain vested solely in the Council and the Supplier shall not

(except to the extent necessary for the implementation of this Order) without prior written consent of the Purchaser use or disclose any such specification, instruction, plans, drawings, patterns, models, design or any information (whether or not relevant to this Order) which the supplier may obtain pursuant to this Order and in particular (but without prejudice to the generality of the forgoing) the Supplier shall not refer to the Purchaser or the Order in any advertisement without the Purchaser's prior written agreement.

10. Health and Safety

The Supplier represents and warrants to the Purchaser that the Supplier has satisfied himself that all necessary test and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any condition necessary to ensure that when put to use the Goods will be safe and without risk to health. The supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this condition.

11. Indemnity and Insurance

11.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's right and remedies under Condition 7 hereof) the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Supplier.

11.2 The Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these conditions and shall at the request of the Purchaser produce relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

12. Recovery of Sums Due

Whenever under this Order any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under this Order or under any other agreement or contract with the Purchaser or with any department, agency or representatives of Innovise.

13. Assignment and Sub-contracting

13.1 The Supplier shall not without the written consent of the Purchaser assign the benefit or burden of this Order or any part thereof.

13.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Offer.

14. Notices

Any notice given under or pursuant to the Order may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof, or to such other address as the party may by notice to the other have substituted thereof, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

15. Headings

The heading to Conditions shall not affect their interpretation.

16. Governing Law

These Conditions shall be governed by and construed in accordance with English law and the Supplier hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and not be construed so as to) limit the right of the Purchaser to take proceeding against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceeding in any way one or more jurisdiction preclude the taking of proceeding in any other jurisdiction whether concurrently or not.

17. Insolvency of Supplier

In the event of Insolvency, the Purchaser may cancel without notice or without penalty, the Purchase order to the Supplier.

