



CREATIVE INSTRUMENTATION STANDARD CONDITIONS OF PURCHASE

INTRUDUCTION

The following conditions apply to the purchase of sub contract services, materials, parts or equipment, by Creative Instrumentation Ltd, or any affiliated companies within the Creative Group of companies, hereinafter called 'the buyer'. No alterations or additions to, nor exclusion of, any part of these conditions shall be valid in law unless specifically agreed in writing by the Company. Nothing in the Buyer's Terms of Purchase shall override, cancel or modify any of the Company's Standard Conditions of purchase.

Conditions which apply on acceptance of order

Creative Group and all companies in the group structure, hereinafter company placing the order is called "the Buyer" and the person, firm, company or organisation accepting this order is called "the Supplier".

1. Official Order and Variations

The Buyer will only be bound by these conditions, and shall not be subject to any terms and conditions of sale of the Supplier, however communicated, unless specifically agreed in writing as a variation to these Conditions by the Buyers Purchasing Department.

2. Assignment of Sub-contracting

The Supplier shall not assign the order or any rights or obligations there under without the previous consent in writing of the Company. No part of the Contract is to be sub-contracted without prior written approval of the Company. Any such permitted sub-contracting shall not in any way relieve the Supplier from any of its obligations under the terms of the Contract.

3. Customer Inspection

The Supplier acknowledges the right of the Customers, CAA or other regulating bodies of the Company to attend at the premises of the Supplier to inspect the premises, manufacturing processes, plant and machinery and without prejudice to the generality of the foregoing to inspect the sub-contract works being carried out and the sub-contract works to be supplied to the Company in any manner as the Customer, CAA or other regulating bodies shall consider appropriate for the purposes of verifying that purchased goods or services conform to the specification required.

4. Delivery Completion

- (i) Delivery/Completion shall be in accordance with the terms of the Contract
- (ii) Time shall be of the essence of the Contract
- (iii) All goods tendered or delivery shall be accompanied by an advice note identifying the Company's order number, a description of the goods and a statement of their quantity and details of any goods as may remain outstanding for delivery pursuant to the same order.

5. Patent Rights

The Supplier shall fully indemnify the Company against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent registered design trademark, service mark, copyright or similar protection which arise from anything done by or for the Supplier in relation to the goods or services supplied under the Contract or any use or re-sale by the Company of such goods or arise out of or in connection with the services provided.

6. Ownership of goods and or Materials

- (i) Ownership of any goods in the case of an order for the purchase of goods and or materials in the case of an order for the provision of services for which payment or part payment has been made shall vest in the Company at the time such payment is made.
- (ii) The Supplier shall take all necessary precautions to ensure that all goods and/or materials which are to be delivered to the Company under the terms of this Contract are packaged in a safe and sufficient manner so as to avoid damage or loss to such goods or materials whilst in transit and until delivered.
- (iii) The passing of ownership shall be without prejudice to the continuing obligations of the Supplier hereunder.

7. Liability

The Supplier shall indemnify the Company in respect of any losses of whatsoever nature suffered by the Company arising out of the breach by the Supplier of any terms of this Agreement in this context, but without prejudice to the generality of the foregoing the Supplier warrants that all goods and all services to be supplied under this Contract shall be of merchantable quality and fit for the Company's purpose which said purpose the Supplier hereby acknowledges to be known to it. Further all goods supplied or services rendered by the Supplier shall conform with any samples submitted by the Supplier to the Company.

8. Quality Assurance/Inspection

- (i) The Company and any person or persons authorised by it reserves the right to inspect any goods, work in progress or materials either at the Supplier's premises or at any time after delivery and the Company shall be entitled to raise any claims in respect of the goods until such time as such inspection has taken place.
- (ii) Any goods tendered by the Supplier for delivery to the Company as are not in accordance with the terms of this Agreement shall be returned to the Supplier, at the Supplier's risk and the Supplier hereby agree to indemnify the Company against the costs of such return.
- (iii) The Company at any time shall have the right to make changes in the quantities, specifications or specified processes and delivery schedules.
- (iv) The Company will have the right to inspect the work in progress at a subcontractor's premises.
- (v) Vendors shall notify Creative of changes in the product and/or process definition and where contractually required obtain necessary approval prior to despatch.
- (vi) The Vendor shall notify, in writing, their Purchasing representative of non-conforming product and not ship without an approved Creative concession note.

9. Price

The price stated shall be a firm and fixed price. If no price is stated on the order the price shall be fair and reasonable taking account of prevailing market conditions.

10. Payment

The Contract price is to be paid within the agreed terms of the date of delivery.

11. Cancellation

Should the Company cancel this Contract for any reason whatsoever then such cancellation shall be without any liability to the Company.

12. Waiver

The waiver by either party of any terms of this Agreement shall not affect the enforceability of the remainder of this Agreement.

13. Law

The proper Law of the Contract shall be English Law and any disputes arising there under shall be dealt with exclusively by the Courts of England save that the Company shall be entitled to bring proceedings against the Supplier in the Courts of any other Jurisdiction where the Supplier resides or carries on business.

14. Security & Confidentiality

The supplier, his sub-contractors, employees, servants and agents shall be required while on the Purchaser's premises to conform with all reasonable requests concerning access, conduct and security and shall be required to maintain in confidence all matters learned in connection with the Purchase Order and while on the Purchaser's premises, the disclosure of which could be gainful to the Supplier or a third party or detrimental to the Purchaser.

15. Health & Safety at Work Act 1974

The Supplier, his sub-contractors, all employees, servants and agents shall in all dealings with the Purchaser comply with all relevant legislation, regulations and codes of practice.

16. COSHH Regulations 1988

The Supplier, his sub-contractors, all employees, servants and agents shall observe their specific responsibilities contained in the Control of Substances Hazardous to Health (COSHH) Regulations 1988, which require that suitable and sufficient information is to be provided with appropriate Goods such that an assessment of their hazards can be made (e.g. Hazard Warning Data Sheets).