

<b>PROCESS :</b>	WS21	<b>CODE :</b>	GME0113	<b>INDEX :</b>	A
<b>SENT BY :</b>	Kenneth Ndamukong	<b>THE :</b>	24/06/2015	<b>PAGE :</b>	Page 1 of 1
<b>CONFIDENTIALITY :</b>	External				

Please make sure you use the latest version of the form when filling the record

N° :

1. These conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been accepted or purported to be accepted by the Supplier.
2. This order will lapse unless unconditionally accepted by the Supplier in writing within 7 days of order date.
3. Prices stated in the order are fixed and firm for the Contract duration.
4. If all goods on the order are not delivered at the same time, the date on which the last item is delivered will be considered as the delivery date. Goods include all drawings documents and certificates called for in the order. We shall be entitled to set off against the price any sums owed to us by the Supplier.
5. Goods should not be despatched before the despatch date given in the order. If Goods are despatched before this date, payment terms will be applied as though the Goods were despatched on the date specified in the order.

The Goods shall be delivered to the delivery address on the date and within the period stated in the order, and our agent or employee shall sign a delivery or consignment note as proof of delivery.

The Supplier must inform us in writing as soon as any increase in delivery time is anticipated.

Part shipments will not be accepted unless specifically agreed in writing. The time for delivery of the Goods is of essence of the Contract.

We shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until we have had a reasonable time to inspect them following delivery or, if later within a reasonable time after any latent defect in the Goods has become apparent.

6. Suppliers invoices, delivery and advice notes must show our order number, and must be sent immediately on despatch of the Goods. Delay in submitting invoices may delay payment. Invoices will be paid sixty days after end of month of despatch date if orders have been received in full in that month.
7. The Supplier shall not unreasonably refuse any request by us to inspect and/or test the Goods prior to delivery and shall provide us with all facilities reasonable required for inspection and testing.  
If as a result of inspection or testing we are not satisfied that the Goods will comply in all respects with the Contract, and we so inform the Supplier within 7 days of inspection or testing the Supplier shall take such steps as are necessary to ensure compliance.  
The Supplier shall indemnify us in full against all liability loss damages costs and expenses (including legal expenses) awarded against or incurred or paid by us as a result of or in connection with:-  
(I) Breach of any warranty given by the Supplier in relation to the goods or the Services;

(ii) Any claim that the Goods infringe or their importation use or resale infringes the patent copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any specification supplied by us;

(iii) Any liability under the Consumer Protection Act 1987.

Neither the Supplier nor we shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform any of its obligations in relation to the Goods if the delay or failure was due to any cause beyond that party's reasonable control.

We may cancel in writing and without any kind of damages a part or the whole of an order which:

- Still has not been accepted by the supplier.
- Still has not been fully delivered on the last day of the deadline agreed when placing the order, not been started manufacturing yet by supplier
- Has been placed with a supplier who is not in a condition to ensure the good completion of our order in the agreed conditions anymore, or who has filed for bankruptcy or gone into liquidation

We shall be entitled to terminate the Contract without liability to the supplier by giving notice to the Supplier at any time if:

- (a) The Supplier takes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (b) An encumbrance takes possession, or a Receiver is appointed of any of the property or assets of the Supplier; or
- (c) The Supplier ceases, or threatens to cease to carry on business; or
- (d) We reasonably apprehend that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

The order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

No waiver by us of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

13. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
14. All Contracts shall in all respects be construed and operate as English Contracts and in accordance with English Law.