

1. Definitions, status and governing law

(a) In these Conditions of Purchase:

- Contract means the order which refers to these conditions, these conditions of purchase, and any other documents referred to within the order;
- we/us means the company referred to in the order;
- you means the person, firm, company or other organisation with which we have placed our order;
- goods/services means the goods and/or services which we have ordered from you.

(b) These conditions override any terms and conditions you may have put forward unless we have agreed to any other conditions in writing.

(c) The Contract will be governed by Scots law and the parties submit to the exclusive jurisdiction of the Court of Session, Edinburgh.

2. Your obligations

(a) You must supply and deliver the goods/services in accordance with the Contract. Time is of the essence of this Contract. If no time for the supply of the goods/services is specified you must supply the goods/services promptly.

(b) We are entitled, but not obliged, to inspect the goods/services at any time, and you must allow us reasonable access to do this. You are not relieved of your responsibilities under the Contract if we do this. If at any time, we find that the goods/services are defective or not in accordance with the Contract, we may reject the goods/services in whole or in part (for removal at your expense) irrespective of whether we have made any express or implied acceptance of the good or services. You are responsible for errors and omissions in the goods/services, except to the extent these arise solely and directly from inaccurate information that we have supplied. It is your responsibility to contact us immediately should you become aware that any information supplied by us is inaccurate.

3. Payment

(a) Payment will be made 35 days from the end of the month in which a valid invoice is received.

(b) Each invoice must be a VAT invoice showing VAT, where applicable, separately and providing full details of your VAT registration.

4. Variations

(a) Variations to the Contract will not be binding on us unless authorised by us in writing.

5. Warranty and Indemnities

(a) You warrant that the goods/services will be of satisfactory quality, will be fit for any purpose specified in the Contract or, failing any such specification, any purpose for which the goods or services could reasonably be used, will comply with any description given by you and will achieve the performance specified in the Contract or, if not specified, will perform within normal limits.

(b) You agree to indemnify and hold us harmless against any claim for injury, death or damage to property arising out of the performance of this Contract and against any losses, costs or expenses (including, but not restricted to, legal expenses on a full indemnity basis) that we may incur, howsoever arising, irrespective of our negligence or breach of duty, statutory or otherwise.

(c) You agree to indemnify and hold us harmless against any claim that the goods/services infringe any intellectual property rights of any other persons anywhere in the world and against any losses, costs or expenses (including, but not restricted to, legal expenses on a full indemnity basis) that we may incur.

6. Circumstances when we may end the contract

(a) We may break this contract if:

- you breach this contract; or
- you become bankrupt; or
- as a company, start to be wound up or a receiver or administrator is appointed over all or part of your assets; or
- you enter into any agreement with your creditors or a voluntary agreement is made which affects you; or
- you enter into a voluntary agreement; or
- you are an individual and you die; or
- you are a partnership and the partnership is dissolved for any reason; or
- there is, in our reasonable opinion, a substantial change in the control of your company.

(b) If we end the contract in these circumstances it will end immediately and we may repossess any or all of the goods. If we end the contract it will not affect our right to recover any money you owe us under the contract or damages we claim as a result of you breaching this contract.

7. Ownership and responsibility for the goods

(a) If we buy goods from you, you will continue to own the goods to the extent that we have not paid for them.

(b) You are responsible for loss and damage to the goods until they have been delivered to us. Delivery will be deemed to have taken place on the unloading of any goods at our premises in accordance with our instructions.

8. Rights of third parties

(a) We do not grant any right to any person other than you to enforce any term of the contract, except other members of the group of companies to which we belong.

(b) You may not assign or sub-contract this Contract without our prior written consent. We may assign this contract, in whole or in part, to any other party.

9. Separate terms

(a) If any term in this contract cannot be or is not enforced, this will not affect the remaining terms.