



## Terms and Conditions of Purchase

- 1 **Acceptance** of this purchase order by the vendor whether communicated orally or in writing or by delivery of any goods pursuant to it constitutes acceptance of these terms and conditions which may have been notified by the vendor.
- 2 **The** vendor will not charge Electrix Ltd pursuant to this order for any goods other than those specified thereon.
- 3 **Electrix** Ltd may inspect any goods supplied pursuant to this order and may reject any which are not to specification.
- 4 **Rejected** goods will be held by Electrix Ltd at the vendor's risk or otherwise disposed at Electrix Ltd's discretion.
- 5 **Electrix** Ltd reserves the right to cancel this order or any part thereof prior to delivery of the goods specified herein.
- 6 **If** any goods specified in this order are not available for delivery by the time stated herein, Electrix Ltd may at its discretion cancel the order. If Electrix Ltd incurs any damages, costs or loss whatsoever as a result of late delivery or non-delivery of goods or of the cancellation of this order such costs shall be paid in full by the vendor.
- 7 **Time** shall be of the essence in relation to supply of the goods referred to in this order.
- 8 **If** Electrix Ltd waives compliance with any of the conditions of order such waiver shall not reduce or affect the obligations of the supplier to comply with any other conditions.
- 9 **The** supplier accepts responsibility for delivery of the goods at the site nominated by Electrix Ltd and all costs relating to loading, transit and unloading shall be borne by the supplier.
- 10 **No** invoice may be rendered until after delivery of all the goods concerned. Payment will be in accordance with clauses 16 and 17 herein.
- 11 **Electrix Ltd** will not acknowledge receipt of any goods unless:-
  - a) they are clearly identified as being the subject of this order; and
  - b) all of the goods referred to in this order are delivered.
- 12 **No** acknowledgement of receipt of delivery will be binding on Electrix Ltd unless it has been signed by a person authorised by Electrix Ltd to take delivery of the goods.
- 13 **The** acknowledgement of receipt of any goods by Electrix Ltd shall not constitute acceptance of them. Electrix Ltd reserves the right to reject any goods received by it which are in an unsatisfactory or damaged condition, or which do not conform with the description of the goods ordered. The vendor will reimburse Electrix Ltd for any costs or losses incurred by it as a result of the delivery of any unsatisfactory or damaged goods.
- 14 **If** delivery of any goods is accepted by Electrix Ltd before the delivery date specified on this order the time within which any invoice is to be processed and payment is to be made shall not begin to run until after the date so specified.
- 15 **The** vendor accepts responsibility for obtaining adequate insurance for all the goods specified in this order until such goods have been delivered to the delivery site nominated by Electrix Ltd in an undamaged condition.
- 16 **Subject** to clause 17, invoices received by Electrix Ltd after the first working day of the month following the delivery of the goods concerned will be processed for payment during the second month after delivery. Payment will be due by the 28th day (or the next working day after that day) of the month of processing.
- 17 **If** any of the goods specified in this order are required by Electrix Ltd for the purpose of carrying out its obligations under any contract between Electrix Ltd and any other party ("the third party") the following conditions shall apply:-
  - a) The time for processing any invoice for such goods shall not commence to run until they have been inspected and approved and the payment due to Electrix Ltd for such goods has been agreed by the third party.
  - b) If, by the terms of such third party contract, the third party is entitled to retain any percentage of the monies otherwise payable by it to Electrix Ltd, the same terms as to retention of monies shall apply in relation to this contract save that retentions under this contract (and the

issue of any payment schedule in respect thereof) will fall due 10 working days after the date when retentions fall due under the third party contract.

- 18 **All** goods furnished against this order must conform to the specifications and general conditions stated on the front of this order and must also comply with the requirements of the appropriate statutory authorities. For the purposes of this Clause 18 where additional special conditions or specifications apply the same is obtainable from Electrix Ltd on request and the vendor shall be deemed to have had notice thereof whether or not it applies for such a copy.
- 19 **The** vendor hereby indemnifies Electrix Ltd in respect of any loss it may suffer as a consequence of any defect in any of the goods specified herein including any breach of patent, design registration, trademark or copyright or any defect in the title to such goods and such indemnity shall include all costs including legal costs which may be payable by Electrix Ltd in defending or settling any claim relating thereto.
- 20 **For** the purposes of these Terms and Conditions the word "goods" shall also be given to include services where these are included expressly or by implication in the purchase order.
- 21 **The Vendor** represents and warrants, as a fundamental condition, that the Product or Service is, and at all times will be, century date compliant.
- 22 **Any** notice or proceedings in relation to this contract must be marked for the attention of The General Manager.