



TERMS & CONDITIONS OF PURCHASE

DDC ELECTRONICS LTD

<p>1. ACCEPTANCE</p> <p>1.1 We shall not be liable for any Order unless:</p> <p>(a) it is issued or confirmed on our official order form; and</p> <p>(b) you confirm in writing acceptance of it and these Conditions.</p> <p>2. VARIATION</p> <p>2.1 We shall not be bound by any variation, waiver of or addition to these Conditions except as agreed by us in writing and signed by our authorised representatives.</p> <p>3. PRICES</p> <p>3.1 Prices shown on this Order are fixed and firm for the contract duration unless otherwise specified herein, and no invoices will be accepted, or payments made, in excess of these prices without our prior agreement and the issue of an official amendment. All prices exclude V.A.T.</p> <p>3.2 Payments will be made 60 days after the date of invoice unless otherwise agreed in writing by us. All payments will be made without prejudice to our rights should the Goods or any services prove unsatisfactory or not in accordance with the Order</p> <p>3.3 We reserve the right to deduct from any monies due or becoming due to you any monies due from you to us on any account. We shall be entitled to set off against the price of the Goods or services any sums owed to us by you.</p> <p>4. DELIVERY, TITLE AND RISK</p> <p>4.1 Title to the Goods (which expression in these Conditions means any goods, materials electrical and/or mechanical components, piece parts, sub-assemblies and where the context so admits services) comprised in this Order shall pass to us on payment of all or part of the purchase price, acceptance of this Order or delivery of the Goods whichever first occurs. You will, unless otherwise stated be responsible at your own expense, for delivery to the place or places specified for delivery overleaf when risk in Goods shall pass to us. Up to the point of delivery you will be wholly responsible for our Goods and any of our property in your possession and you shall indemnify us against any loss or damage to such Goods or property.</p> <p>4.2 Deliveries made in advance of our requirements may be returned to you at your expense or accepted at our option. No responsibility is accepted for Goods delivered or services performed in excess of the Order.</p> <p>4.3 We will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.</p> <p>5. TIME</p> <p>5.1 Time is of the essence and we reserve the right with or without notice to cancel this Order without liability and/or recover damages from you if delivery of goods or completion of services is late.</p> <p>6. CONFIDENTIALITY</p> <p>6.1 All documents, drawings, specifications or information, furnished or disclosed to you by us in connection with this Order shall be treated confidentially and shall not be disclosed to any third party without our prior written consent.</p> <p>6.2 All documents, drawings, specifications or information given to you in connection with this Order shall be returned to us on completion of the Order.</p> <p>6.3 You shall not without our prior written consent disclose to any third party that we have placed this Order with you whether before or after completion of the Order.</p>	<p>7. COPYRIGHTS AND INTELLECTUAL PROPERTY</p> <p>7.1 All rights including copyright in our documents furnished to you in connection with the Order shall at all times become or remain vested in us and neither the documents or their contents shall be used without our express written consent for any purpose other than that for which they were furnished.</p> <p>7.2 All copyright, inventions (whether patented or not), designs (whether registered or not), and all forms technological information and other intellectual property rights (whether or not in documentary form) created by you in connection with this Order vest in us and become our property.</p> <p>7.2 We and our customers shall have a perpetual, irrevocable world wide royalty free right and licence to use any copyrights, inventions (whether patented or not), designs (whether registered or not), and all forms of technological information and other intellectual property rights owned by you or used in the manufacture or creation of the Goods or any documentation associated with the Goods.</p> <p>8. INTELLECTUAL PROPERTY INDEMNITY</p> <p>8.1 You hereby indemnify us against all losses, costs, damages, injury and claims (including the costs therefrom) of whatever nature (including those for royalties, damage, expenses or other losses) arising from infringement of patents, registered or unregistered designs, design rights, copyrights, trade marks or any other intellectual property rights in relation to the Goods or services and in relation to the use of articles or processes pursuant to the Order.</p> <p>9. SPECIFICATIONS</p> <p>9.1 Subject to these Conditions the Goods and services to be provided shall:</p> <p>(a) Conform as to quantity, quality and description with the Order and any specification or standard stated or referred to in the Order;</p> <p>(b) be of first class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;</p> <p>(c) be equal in all respects to any samples, patterns, demonstration or specification provided or given by either party;</p> <p>(d) be capable of any standard of performance specified in the Order;</p> <p>(e) if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose; and</p> <p>(f) comply with any statutory rule or regulation that may be enforced relating to the Goods and/or the services including, without limitation, any rules as to weights, measures and sizes.</p> <p>9.2 You will keep us indemnified in respect of all loss, damage, injury, costs and expenses which result, directly or indirectly, from defective Goods, workmanship, design or services supplied or provided by you or any other defect or fault in the construction of the Goods and the performance of the services and, in addition, you will repair, replace or reinstate at our option, any defective item or items free of charge.</p> <p>9.3 Without prejudice to any right or remedy available to us under statute or common law, you will keep us indemnified in respect of any expense or liability suffered or incurred by us as a result of the supply or use by us of defective Goods or workmanship or delay in carrying out the Order, or which arises as a result of the performance of the services or as a result of any breach of the conditions, warranties, inducements or representations, expressed or implied, in the contract or any other breach of contract on your part, including but not limited to consequential or indirect loss and loss of profits and other economic losses.</p>	<p>10. BREAK</p> <p>10.1 We reserve the right to cancel this Order at any time, provided that in the event of cancellation under this Clause 10 we shall pay you a fair and reasonable price (not exceeding the total price shown on this Order) in respect of Goods delivered, work done and firm commitments made, either agreed between us or determined by arbitration as provided in Clause 15.</p> <p>11. TERMINATION</p> <p>11.1 If you, being an individual, become bankrupt or insolvent or have a receiving order made against you or compound with your creditors or, being a company, you are wound up or become insolvent or have a receiver or administrative receiver appointed or you suffer the appointment or the presentation of a petition for the appointment of an administrator, we shall be at liberty (but not bound), at any time after that:</p> <p>(a) to cancel all or any part of the Order immediately by notice and to collect immediately all materials, Goods, tools or articles of any description sent to you for any purpose; or</p> <p>(b) to give you or the receiver, liquidator or other person the option of carrying on with the Order, subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Order.</p> <p>12. CONTAINERS</p> <p>12.1 The cost of packaging is included in the price and no packing or purchase charges will be accepted. Reasonable care will be exercised in returning empty packing cases, skids, drums, etc to you, any returnable packing requirements must be notified separately in respect of each consignment.</p> <p>13 COMPLIANCE WITH SAFETY REGULATIONS</p> <p>13.1 HEALTH AND SAFETY - General</p> <p>You will at all times comply with all legislation and regulations relevant to the Goods and services covered by the Order and hereby indemnify us against any liability, costs, losses and expenses we may sustain if you fail to do so.</p> <p>13.2 Supply of Substances</p> <p>Where applicable Material/Components requested on this Order should comply with the CHIP and CLP regulations. .</p> <p>13.3 Environmental Legislation</p> <p>All EU & UK supplies are subject to current EU & UK environmental legislation.</p> <p>14. ASSIGNMENT AND SUB-CONTRACTING</p> <p>14.1 You will not without our consent in writing assign or transfer the Order or any part of it to any other person.</p> <p>14.2 You will not without our consent in writing sub-contract the Order or any part of it other than for materials, minor details or for any part of the Goods of which the makers are named in the order or specification. Any such consent shall not relieve you of any of your obligations under the contract.</p> <p>15. ARBITRATION</p> <p>15.1 In the event of any dispute or difference of opinion arising between us in connection with clause 8 and 10 (but not otherwise) the matter may be referred by either of us to one arbitrator agreed between us or nominated by the President for the time being of the Institute of Electrical Engineers, such arbitration shall be conducted in accordance with the Arbitration Act 1990 (as amended). Such arbitration shall take place in London.</p>	<p>16. LAW</p> <p>16.1 This Order and any resultant contract shall be governed by the Laws of England and the English Courts shall have non-exclusive jurisdiction.</p> <p>17. PERSONNEL</p> <p>17.1 If it should be necessary for you or your employees to enter our property or the property of any of our associated or affiliated companies and in this clause 17 reference to 'our property' includes such other property, then the following provisions shall apply: -</p> <p>(a) you must comply with all site security rules (including the right to stop and search people and vehicles)</p> <p>(b) you and your employees will at all times act in a reasonable manner whilst on site and you will be responsible for any death or injury to any of our employees or loss or damage to their property or our property caused by you or your employees whilst on site.</p> <p>(c) before entering onto site you will demonstrate to our satisfaction that you hold insurance cover with a reputable insurance company to a value of at least £1,000,000 in respect of any legal liability which might arise against you.</p> <p>18. CONTRACT FOR SERVICES</p> <p>18.1 This Order shall not under any circumstances be construed as an offer of employment.</p> <p>19. DOCUMENTATION AND SOFTWARE</p> <p>19.1 Insofar as the subject of this Order is the supply to us of software or documentation (including but not limited to drawings), copyright and all other rights therein shall belong to us. You hereby warrant that you have the right to grant as such rights to us and indemnify us against all claims including the costs thereof or resulting therefrom) by parties who may represent that they own such rights. Where the performance of this Order involve design work, the rights in the resultant design(s) (whether registered or not) shall belong to us.</p> <p>20. SPECIFIC QUALITY CONDITIONS</p> <p>20.1 The Supplier shall ensure that a Quality System is maintained, to the satisfaction of DDC Electronics Ltd (DDC), which will ensure all the terms and conditions of the applicable Purchase Order can be met and maintained.</p> <p>20.2 The Supplier shall ensure that their Quality System is compliant with the Supplier Quality Assurance Requirements (SQAR) document.</p> <p>20.3 The Supplier shall ensure that they comply with the latest version of SQAR by reference to PO.</p> <p>20.4 The Supplier shall notify DDC QA Dept of any non-compliances to SQAR before delivery of goods.</p> <p>21. INVALIDITY</p> <p>21.1 The invalidity or unenforceability of any provision of these Conditions shall not affect the other Conditions.</p> <p>22. NOTICES</p> <p>22.1 Any notice or other document to be served under this contract must be in writing and delivered or sent by pre-paid first class letter or post or facsimile transition.</p> <p>22.2 Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transition at the time of transmission.</p>
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