

BPRI Conditions of Purchase

1. DEFINITIONS

'BPRI' means Business Planning and Research Limited

'Seller' means the person, firm or company with whom the Contract is made.

'Goods or Services' means the articles or things or any part of them described in the Contract or Order to be provided to, or performed for BPRI by the Seller.

'Contract' means the agreement made between BPRI and the Seller and includes any Order issued by BPRI.

'Order' means a requisition against the Contract or an Order issued to the Seller by BPRI.

'Delivery' means the Delivery of the Goods or the performance of the Services at the place(s) specified in the Contract.

'Specification' means the description and drawings (if any) of the Goods or Services contained or referred to in the Contract or Order.

'Price' means the price or prices for the Goods or Services set out in the Contract or Order.

'Conditions' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by BPRI.

2. APPLICABLE CONDITIONS

(i) The Conditions shall apply to all Contracts for the purchase of Goods or Services by BPRI from the Seller. Any terms and conditions which the Seller purports to impose will not form part of the Contract.

(ii) Despatch or Delivery of the Goods or Services by the Seller to BPRI shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.

(iii) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by BPRI.

3. SPECIFICATION OF THE GOODS OR SERVICES

(i) The Goods shall conform as to quality, quantity and description with the particulars stated in the Contract and/or Specification. They shall be of sound materials and workmanship and comply with all applicable standards, regulations and/or other legal requirements concerning their manufacture, packaging, packing and delivery. All Goods shall be safe and without risk to health. If samples or patterns are provided, the Goods shall be equal in all respects to the samples and patterns. If a standard of performance is specified, the Goods shall be capable of the required performance.

(ii) The Seller shall provide the Services in accordance with the Contract and/or Specification. To the extent that the standard of the services have not been specified in the Specification the Seller shall use best quality materials, equipment, techniques and standards and shall provide the Services with care, and diligence using suitably skilled, experienced and qualified staff. All Services shall be provided safely, without risk to health and in full compliance with any Healthy & Safety legislation applicable to the Services.

4. INSPECTION AND TESTING

(i) Before despatching the Goods, the Seller shall carefully inspect and test them for compliance with the Contract and/or Specification. The Seller shall, if requested by BPRI, give BPRI reasonable notice of such tests and BPRI shall be entitled to be represented thereat. The Seller shall also supply to BPRI certificates of the results of inspection and tests in such form as BPRI may require.

(ii) BPRI will be entitled to inspect and test the Goods during manufacture, processing or storage, at the premises of the Seller or any third party, and the Seller shall provide or procure all such facilities as may reasonably be required by BPRI.

(iii) If as a result of any inspection or test under paragraph (i) or (ii) of this Clause BPRI is of the opinion that the Goods do not comply with the Contract and/or Specification or are unlikely on completion of manufacture or processing so to comply, BPRI shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure compliance.

(iv) Precise conformity of the Goods or Services with the Contract is of the essence. BPRI may reject any Goods or Services which do not strictly comply with the Contract.

5. DELIVERY AND PACKAGING

(i) Time for Delivery will be of the essence. The Goods shall be delivered (carriage paid) or the Services performed, by the Seller on the date or dates, at the place or places and in the manner specified in the Contract or as subsequently specified by BPRI.

(ii) If the Seller fails to deliver the Goods or perform the Services on the due date BPRI may, without prejudice to any other rights it may have, including, without limitation, a right to damages:

- cancel the Contract in whole or in part;
- refuse to accept any subsequent Delivery;
- purchase other Goods or Services in lieu thereof from other suppliers, and recover from the Seller any reasonable additional expenditure over and above the price provided by the Contract incurred by BPRI in obtaining such other Goods or Services.

(iii) The Seller shall notify BPRI of any possible delays.

(iv) BPRI will not be deemed to have accepted the Goods or Services until the later of 30 days after Delivery, or within a reasonable time after which any latent defects should have become apparent.

(v) The Seller shall ensure that the Goods are properly packed and protected against damage or deterioration in transit and or storage to ensure that they reach their destination undamaged.

(vi) Unless BPRI agrees otherwise in writing, containers and packaging will be supplied free but will be returned, if required at the Seller's risk and expense.

(vii) Unless agreed prior to delivery BPRI assumes no obligation for Goods delivered in excess of the quantity ordered. Any excess will remain at the Seller's risk and will be returnable at the Seller's expense.

6. DOCUMENTS

The Seller shall:

- Clearly mark the outside of each consignment or package with the Seller's name and address together with BPRI's Order number and full details of the destination in accordance with BPRI's Order and shall enclose a packing note stating the contents thereof and any outstanding balance remaining.
- Ensure that all Goods are sufficiently marked, endorsed and labelled with information and advice necessary to instruct and warn such persons, into whose hands the Goods shall come, about any hazards to health and/or safety reasonably foreseeable as arising from despatching, conveying, receiving, handling, using or processing the Goods and also about the necessary precautions to be taken in respect thereof. Provided however that if it shall not be reasonably practicable to mark, endorse or label the Goods accordingly, the Seller shall fully instruct and advise such persons by an accompanying notice at the time of despatch.
- On despatch of each consignment send to BPRI at the address for delivery of the Goods an advice note specifying the means of transport, the weight, the number or volume and the point and date of despatch.
- State on every packing, advice note, invoice or other document relating to the Contract, BPRI's Order number.
- Provide BPRI free of charge with all working drawings, operating instructions, plans, specifications, manuals, and information necessary to enable BPRI to use and maintain the Goods or Services for their intended purposes.

7. TITLE AND RISK OF LOSS

(i) Risk of loss or damage to the Goods will not pass to BPRI until the Goods have been delivered to BPRI and accepted by BPRI in accordance with Clause 5(iv).

(ii) Title to the Goods shall pass to BPRI on Delivery without prejudice to any right of rejection which may accrue to BPRI under these Conditions or before Delivery where any down payment or progress payment has been made.

8. REJECTION AND REMEDIES

Without prejudice to any other of BPRI's rights or remedies including, without limitation, a right to damages, if any Goods or Services are not in accordance with or the Seller fails to comply with

any terms of the Contract BPRI may in its discretion and whether or not any Goods or Services have been accepted in part:

- cancel the Contract;
- reject the Goods or Services (in whole or in part) and return them as appropriate to the Seller at the Seller's risk and cost, and the Seller shall refund in full any monies previously paid by BPRI for the said Goods or Services;
- give the Seller the opportunity at the Seller's expense to either remedy any defect in the Goods or Services or to supply or perform replacement Goods or Services to ensure that the terms of the Contract are fulfilled;
- refuse to accept any further deliveries of Goods or Services without any liability to the Seller; and
- carry out at the Seller's expense any work necessary to make the Goods or Services comply with the Contract.

9. WARRANTIES AND INDEMNITIES

The Seller warrants that the Goods or Services will:

- be of good quality and fit for their intended purpose and any purpose held out by the Seller or made known to the Seller by BPRI when the Order was placed;
 - be free from defects in design, material and workmanship;
 - correspond in every respect with the Specification or any drawings, samples or descriptions provided by the Seller;
 - comply with all statutory requirements and regulations and voluntary codes of conduct relating thereto.
- (ii) Without prejudice to any other right or remedy of BPRI the Seller will at any time during the shorter of 24 months from the date of Delivery or 18 months from the date that the Goods were first used or the Services performed either replace or repair any Goods, at BPRI's option, or re-perform any Services which do not conform with the warranty provided in Clause 9(i) at the Seller's expense.
- (iii) The Seller will indemnify and keep indemnified BPRI in full from and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by BPRI as a result of or in connection with:
- breach of any warranty given the Seller;
 - any claim that the Goods or Services or their use, resale or importation infringes any British or foreign patent, copyright, registered design right, trade mark, trade name or other intellectual property right of any third party except to the extent the claim arises from any specifications, drawings, samples or descriptions provided by BPRI;
 - any claim made against BPRI in respect of any liability, loss, damage, cost or expense sustained by BPRI's employees or agents or by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods or Services;
 - any act or omission of the Seller or its employees, agents or sub-contractors in applying, delivering and installing the Goods or performing the Services in accordance with the Contract.

10. PRICE AND PAYMENT

- The Price shall be fixed and as stated in the Contract and unless otherwise stated shall be exclusive of value added tax (VAT).
- The Price shall be inclusive of all charges including, but not limited to, packing material, packaging, shipping, loading, carriage, insurance, delivery to and off-loading at the Delivery address and any duties, imposts, levies or taxes other than VAT.
- The Price shall not be varied without BPRI's written consent.
- The Seller shall be entitled to invoice BPRI upon Delivery, and BPRI will pay valid invoices within 30 days of receipt of the Seller's invoice unless stated to the contrary in the Order. All invoices must quote BPRI's Order Number.
- BPRI shall have the right to set-off any amounts which may become payable by BPRI to the Seller against any amounts the Seller may owe to BPRI.

11. TERMINATION AND CANCELLATION

- BPRI may cancel any Order in whole or in part by notice to the Seller at any time prior to Delivery in which event BPRI's sole liability is to pay the Seller fair and reasonable compensation for work in progress at the time of cancellation. Such compensation will not include loss of profits or any consequential loss.
- BPRI may at any time terminate the Contract forthwith upon written notice if:
 - the Seller breaches any term of the Contract;
 - the Seller makes any arrangement with its creditors, becomes subject to an administration order or goes into bankruptcy, liquidation, or receivership;
 - a receiver trustee or liquidator is appointed over any of the Seller's property or assets;
 - the Seller is unable to pay its debts generally as they become due, or ceases or threatens to cease to carry on business; or
 - BPRI reasonably considers that any of the above events is about to occur to the Seller.
- The rights of BPRI set out in this Clause 11 are in addition and without prejudice to BPRI's other legal rights and remedies.

12. STATUTORY AND OTHER REGULATIONS

The Seller shall comply with the provisions of all Acts of Parliament, and orders and regulations made by any competent authority, applicable to the Goods and Services, and without prejudice to the generality of the foregoing, shall comply in particular with such provisions relating to or affecting health and safety.

13. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party's reasonable control, providing that the party claiming any such excuse shall give prompt notice of the circumstances, and shall take all reasonable action to mitigate the delay.

14. ASSIGNMENT

The Seller shall not assign, transfer, or sub-contract the Contract or any part thereof without the prior written consent of BPRI.

15. USE OF BPRI'S PROPERTY

- The specifications, patterns, drawings, samples and information issued by BPRI in connection with the Contract or Order are confidential and their use must be confined to the Seller, his sub-contractors or servants solely for the purpose of carrying out the Contract.
- On completion of the Contract the said patterns, drawings, samples and information shall be returned to BPRI.

16. PUBLICITY AND ADVERTISING

The Seller, his agents, successors or assigns shall not announce or advertise their relationship with BPRI or any Contract or works deriving there from without the prior written consent of BPRI.

17. GENERAL

- BPRI's rights and remedies under the Contract are without prejudice to any other right or remedy of BPRI whether under the Contract or not.
- Any provision of the Contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) will to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision will not be affected.
- Any failure by BPRI to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. LAW OF THE CONTRACT

The Contract shall be deemed to be an English Contract governed by English Law, and the parties submit to the exclusive jurisdiction of the English Courts.