Standard Conditions of Purchase

1. The *Purchaser* is defined as Geofabrics Limited whose registered office is situated at Skelton Grange Road, Stourton, Leeds, LS10 1RD and includes its representatives, successors and permitted assigns.
2. The *Order* is defined as the *Purchaser*'s description together with these *Conditions*.
3. The *Supplier* is defined as the company, person or persons to whom this *Order* is addressed.
4. The *Goods* are defined as the articles or materials to be supplied and/or the services performed and/or the hire equipment provided in relation to the *Order*.
5. The *Delivery* of the *Goods* is defined as the arrival of the *Goods* at the address listed in the *Order* and/or the completion of the service and/or the provision of the hire equipment.
6. The *Goods* shall:

   be in accordance with the requirements of the *Order* and any relevant requirements

   be of sound materials and workmanship complying with all appropriate British Standards unless specifically agreed to the contrary

   comply with the requirements of Common Law and Statutory Provision in force at the time of delivery.
7. The *Supplier* warrants that:

   the *Goods* are fit for any purpose either expressly or implicitly made known to the *Supplier*, or otherwise for their ordinary purpose
   where the *Order* specifies a level of performance to be achieved by the *Goods*, the *Supplier* warrants that the *Goods* will achieve that level of performance.
8. The *Supplier* shall not vary any aspect of the *Order* in any manner whatsoever except upon the written instruction of the *Purchaser*.
9. The *Purchaser* reserves the right to inspect the *Goods* before delivery if this is considered necessary. The authorised representative(s) of the *Purchaser* shall, at all times, be granted access to the *Supplier'*s premises for the purposes of determining progress in the execution of this order, inspection of the work at all stages of manufacture and, where applicable, witnessing or execution of an testing. Such inspection does not relieve the *Supplier* of any responsibility under the terms of the contract.
10. *Delivery* of the *Goods* shall commence and be complete at such times as the *Purchaser* shall reasonably direct and shall be to the address defined within the *Order*. Written acknowledgement of receipt by the *Purchaser* shall be the only evidence or proof of delivery accepted in any discussions, disputes or matters relating to payment of relevant accounts. In the case of *packaged goods*, such acknowledgement shall relate to the *package* only and not necessarily to the contents of the *package*.
11. Unless otherwise expressly agreed in writing, the *Purchaser* shall pay for the *Goods* and for the delivery of same the price set out in the *Order* or such price as shall be ascertained from the terms of the purchase therein and such payment shall be made by the 30th day of the second month following delivery.
12. The *Purchaser*, unless expressly agreed in writing to the contrary, shall not be liable for additional costs in respect of the delivery relating to transportation, packaging, pallets, containers or any such other ancillary items of cost. The rates stated within this order are deemed to be inclusive of all such costs.
13. If price fluctuation shall apply to this order, as determined on the face hereof, any increase or decrease must be properly advised and is conditional upon specific acceptance by the *Purchaser* in writing.
14. In the event that the *Supplier* shall fail to deliver the *Goods* at such times as the *Purchaser* shall reasonably direct, then the *Purchaser* reserves the right to cancel the contract or any part of it and claim from the *Supplier* a sum equivalent to all loss or damage of any nature suffered or incurred as a consequence of such failure to supply. Any such claim shall be in the form of a contract debt or set off against monies owing to the *Supplier* whether directly associated with the contract or not. The *Supplier* will not be held responsible for such failures or delays resulting from *force majeure*, fire, civil commotion or lockout.
15. The *Supplier* shall make good by replacement or otherwise any defects in the *Goods* that become apparent within 12 months from date of delivery or within the *Supplier*s guarantee period whichever is the greater and shall indemnify the *Purchaser* against claims, damages and loss arising from such defects and shall bear any expenses reasonably incurred by the *Purchaser* as a consequence of such defects provided that such defects are due solely to defective work or materials in the *Goods* supplied and shall not have been caused by improper storage by the *Purchaser* or by act of neglect by the *Purchaser* or his agent(s).
16. Title to the *Goods* or any part thereof shall pass without encumbrance to the *Purchaser* upon payment in full or part, or on delivery, whichever occurs first.
17. The *Supplier* shall indemnify the *Purchaser* against any claims whatsoever arising from any third-party claiming title to the *Goods*.
18. All risk of loss or damage to or caused by the *Goods* shall remain with the *Supplier* until the *Goods* are received at the designated delivery address.
19. The *Supplier* shall indemnify the *Purchaser* in respect of:

    all loss, damage or injury whatsoever involving any person
    any action, claim, demand, cost, charge or expense arising in connection herewith to the extent that the same shall have been caused or contributed to by any breach by the *Supplier* of his obligations under the contract or any statutory provision, or by the negligence of the *Supplier*, his directors, employees, agents and sub-contractors.
20. In the event that this order is terminated due to any cause whatsoever, the *Purchaser* reserves the right to enter onto the *Supplier'*s premises/property and take possession of any *Goods* purchased under the requirements of the *Order*.
21. The *Supplier* shall ensure that all *Goods*, as described herein, are loaded, transported and ultimately arrive at the designated point of unloading in a safe and secure condition.
22. The *Supplier* to ensure that all current Health & Safety requirements relating to loading, handling & transportation of the *Goods* described in *Order* are adhered to. This is deemed to include the utilisation of all strapping, stillages and any other equipment necessary to facilitate safe loading, transportation and offloading.
23. In the event of the *Purchaser* being required to offload the delivery vehicle, unless specifically agreed to the contrary, it is the direct responsibility of the *Supplier* to provide any strapping, lifting shackles or the like considered necessary to facilitate the safe offloading of the *Goods*.
24. The *Purchaser* reserves the right to reject or refuse to offload any such delivery of *Goods* deemed, upon inspection, to be in an unsafe or insecure condition.
25. The *Supplier* of any *Goods* relating to this *Order* must ensure, as far as is reasonably practicable, that the said *Goods* are safe and without risk to health when properly used or handled. The *Supplier* shall, where appropriate or necessary, provide operating or other such instructions or information as is required to ensure the safe handling, installation or general use of the *Goods*.
26. Unless otherwise expressly agreed in writing, these *Conditions of Purchase* are deemed to supersede any terms or conditions set out or referred to in the *Supplier'*s quotation, correspondence or otherwise.
27. Any objection or disagreement with regards to these *Conditions* must be raised and settled prior to acceptance of this order. In this respect, the actioning of the *Order* by way of delivery to site or unqualified reference to the *Order* number is deemed to imply acceptance of these *Conditions* in their entirety.

Registered in England. No. 02486205