

LOWERY LTD PURCHASE ORDER CONDITIONS

1. DEFINITIONS

The Company	Means	Primarily means Lowery Ltd but these terms and conditions apply equally to orders raised in the name of the following companies:- P&D Plant Hire Ltd, Lowery Transport Ltd, Lowery Holdings Ltd and Lowery Group Ltd.
The Seller	Means	the person who sells or agrees to sell the Goods or Services specified in the order
The Goods	Means	the goods or Services specified in the order
The Contract	Means	the Contract between the Company and the Seller for the Purchase or sale of the Goods or Services

2. GENERAL

- a) These terms and conditions shall apply to the Contract and if they are inconsistent with any other provision contained in any document issued by the Seller, they shall take precedence over such provisions.
- b) No modification or amendment to these terms and conditions shall be binding upon the company unless expressly stipulated in the order or otherwise agreed in writing by the Company's authorised representative.
- c) Unless expressly agreed in writing by the Company the prices stated in the contract are "DELIVERED" prices, and shall hold firm until the Contract has been completed to the satisfaction of the Company.

3. ORDER FORMS

- a) The Company will not be bound by any order unless it is issued on the Company's official Order Form by an authorised representative of the company.
- b) Any contract arising out of any enquiry or out of an order shall be deemed to be bound by these terms and conditions, except in so far as they are expressly varied by the consent of both parties and confirmed in writing by the Company.

4. PLANS, DESIGNS AND DRAWINGS

All Plans, Designs, Drawings, Specifications, Samples or Tools designed by the Seller or jointly by the Seller and the Company for adequate consideration or made in respect of enquiries or orders, expressly to the Company's instructions or technical data furnished by the Company to the Seller, and the copyright of other industrial property Right therein are the property of the Company and shall be treated as confidential and shall not be disclosed or suffer to be disclosed by the Seller to any Third Party or made use of by the Seller except for the purposes of implementing the Company's Order and shall be returned to the Company at the Company's request. The care, maintenance and insurance of all plans, designs, drawings, specifications, samples or tools shall be the responsibility of the Seller.

5. INFRINGEMENT OF PATENT AND PROPERTY RIGHTS

- a) The Seller shall pay all royalties and payments due in respect of any patents, trademarks, trade names, copyrights, registered designs or other individual property rights of third parties affecting the Goods.
- b) The Seller shall indemnify the Company against all losses, damage, costs and expenses suffered by the Company or to which the Company may become liable as a result of any infringement of any such right described in 5a) above.

6. SELLERS EMPLOYEES OR REPRESENTATIVES

Before entering any of the Company's premises, depots, construction or contract sites in order to perform the terms of the contract between the Company and the Seller either for the supply of Goods, Services, the gathering or giving of information pertaining to the contract, the Seller shall supply and maintain in full force and effect Employers Liability Insurance and adequate Public Liability Insurance. The Seller's employees, agents and visitors enter such premises or sites at their own risk. The company accepts no liability for any claims or losses which are not attributable to demands and liabilities whatsoever and howsoever arising from or in consequence directly or indirectly of such entry unless such claim, demand or liability shall be attributable to the Company's wrongful act of default. The said Policies of insurance are to be endorsed with the usual "indemnity to Principals" clause to cover both the Company and its personnel.

7. HEALTH & SAFETY AT WORK ACT etc. 1974

- a) The Company's Safety Policy is enforced on all sites. Suppliers' sub-contractors, their agents and their employees are required to confirm strictly with this policy. A copy of the Policy is available upon application to the Company's Head Office.
- b) Should there be any risk to health or hazards to safety from any of the Goods the Seller shall, as required by section 6 (1) (c) of the Health and Safety at Work Act etc. 1974, inform the Company in writing of the risks and the precautions which must be taken when the Goods are used.

8. TRANSFER OF PROPERTY

Unless otherwise agreed in writing the Goods ordered shall be delivered to the address stated at the Seller's risk. The property in the Goods shall pass when they are delivered to the address stated and they are signed for by the Company's authorised representative.

9. DELIVERY

- a) The dates for delivery of the Goods given in the order shall be the essence of the contract.
- b) If the Goods or any part of them are not delivered to the Company by the date referred to in 9 a) above the Company shall have the right to determine the contract forthwith by notice of writing addressed to the Seller at the address given in the order
- c) The Order Number including the Contract Number should be prominently and securely displayed on all packages in the consignment and a detached Packing Note included with the consignment.
- d) Unless otherwise agreed Pallets and Containers will not be paid for.
- e) Section 32 Sale of Goods Act 1976 will not apply to the Contract.

10. PAYMENT

All payments made by the Company to the Seller shall be made without prejudice to the Company's right of rejection, cancellation or alteration whether arising under the Sale of Goods Act 1979 or otherwise and if the Company shall have paid any sum in excess of the sums due hereunder, the Seller shall repay the sum, to the Company forthwith.

All payments are made on a nett monthly basis [meaning by the end of the month following the date of the Seller's invoice] unless otherwise specifically agreed in writing by an authorised representative of the Company.

11. ASSIGNMENT AND SUBCONTRACTING

The Seller shall not sublet or assign all or any part of the Contract without the Company's written consent

12. LAW AND JURISDICTION

The Contract shall be governed by and constituted in accordance with English Law and the Courts of England shall have exclusive jurisdiction to hear all disputes arising in connection with the Contract.