

Fives Landis Ltd. Terms and Conditions of Purchase

All orders issued by Fives Landis Ltd. (the Company) shall be subject to the following terms. Unless otherwise expressly agreed in writing by an officer of the Company, and notwithstanding anything contained in the supplier's acceptance of the order to the contrary, these conditions of purchase apply to all contracts between the Company and the Supplier.

QUALITY: The goods will be of merchantable quality in best condition. Details of any rejected goods will be advised to the supplier and will remain at the point of delivery awaiting collection at the Supplier's risk and expense.

QUANTITY: The quantity of material delivered must not exceed the order without prior permission in writing being obtained.

DELIVERY: Shall be strictly in accordance with the contract. Any anticipated variation by the Supplier shall be notified in writing. Delivery time shall be of the essence, and any delays not previously agreed upon shall render the order liable to cancellation, at no cost to the Company. The Company reserves the right to return goods delivered prior to the requested delivery date.

DELIVERY: Unless otherwise expressly agreed, charges for packaging will not be accepted. Where packing cases are charged for, the Company will expect credit in full for all returns, which will be at the Supplier's expense.

CARRIAGE: All goods must be delivered carriage paid home unless otherwise stated on order.

INVOICES: Advice or Delivery Notes bearing the Fives Landis Ltd. Purchase Order Number must be sent with the goods. Invoices must also indicate the Purchase Order and forwarded to the Company in a prompt manner in order to avoid delay in payment. Fives Landis Ltd. and Supplier's component part identification must be stated on both Advice Notes and Invoices.

INDEMNITIES: The Supplier under the Purchase Order hereby indemnifies Fives Landis Ltd. against, and is responsible for, all claims by person made upon Fives Landis Ltd., in any way arising out of, consequent upon, or incidental to the execution of the order, and for all costs, expenses, loss and damage arising from such claims and the execution of the order is deemed a compliance with the above conditions.

The Supplier under the Purchase Order also indemnifies Fives Landis Ltd. against, and is responsible for all damages consequent upon or incidental to the carrying out of the order, which he may do to adjoining structure or property, or to the works or property of the other parties and he must make the same good at his own cost, and to the satisfaction of Fives Landis Ltd. and the execution of the order is deemed to be a compliance with the foregoing conditions.

Fives Landis Ltd.

Registered office: Eastburn Works, Skipton Road, Cross Hills, West Yorkshire, Keighley, BD20 7SD - ENGLAND

Tel.: +44 (0)1535 633211 - Fax: +44 (0)1535 635493

Registered in England Number 05577045 - VAT number: GB 380 105290

www.fivesgroup.com

PAYMENT: Provided that the aforementioned conditions and quality and quantity are adhered to, and that the Invoice is correct in all aspects, payment will be made at the end of the Month following the Month in which the goods were received.
Any variations to price, quantity or specification of goods within the order must be acknowledged in writing by the Company.
No verbal instructions will be recognised.

VARIATIONS: The Company will not be responsible for any goods supplied without an official order.

LAW AND LANGUAGE AND ARBITRATION: Any dispute of difference arising between the Supplier and Company under or in connection with this contract of which the Authoritative text is in English language and which shall be construed to operate as an English Law contract, shall be referred to arbitration. In case of a United Kingdom contract the arbitrator shall be a person to be mutually agreed upon, or failing agreement of some person appointed by the President for the time being of the Institution of Mechanical Engineers. In the case of an export contract if the Supplier and Company fail to reach an amicable settlement, the dispute and differences shall be finally settled under the Rules and Conciliation and in the Arbitration of the International Chamber of Commerce.

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