

# KAISER DOORS LIMITED TERMS AND CONDITIONS OF PURCHASE

## 1. GENERAL

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the seller whether in negotiation or at any stage in the dealings between the buyer and seller with reference to the goods and services to which this contract relates. Without prejudice to the generality of the foregoing the buyer will not be bound by any standard or printed terms furnished by the seller in any of its documents unless the seller specifically states, in writing, separately from such terms that it intends such terms to apply and the buyer acknowledges such notification in writing.

## 2. VARIATION

Neither the buyer nor the seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

## 3. SPECIFICATION, DESCRIPTION, SAMPLE

The goods and services will be in conformity with the specifications, drawings, samples or other descriptions of the goods and services contained or referred to in this contract.

## 4. QUALITY

The goods will be of satisfactory quality and free from defects in material or workmanship. Services will be carried out with reasonable skill and care.

## 5. FITNESS FOR PURPOSE

If the purpose for which the goods are required is made known to the seller expressly or by implication the goods shall be fit for that purpose.

## 6. PRICE

The prices stated in this order are fixed.

## 7. PAYMENT

The seller shall only invoice the buyer of the goods and services on or after the date of delivery. Save where there is a genuine dispute as to the goods and/or services the buyer shall use all reasonable endeavours to pay for the goods and services within 60 days of receiving the seller's invoice in respect for the same. In any event (save where there is a genuine dispute) the buyer shall pay the seller's invoice at the end of the month following the month after the month in which the invoice for those goods or services is received.

## 8. DELIVERY

The goods must be delivered carriage paid to such destination as the buyers may direct.

## 9. RISK

The goods will be delivered at the seller's risk.

## 10. TIME

The time stipulated for delivery shall be of the essence.

## 11. PROPERTY

The property in the goods shall pass to the buyer when the goods have been delivered to the buyer.

## 12. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights created by the seller in goods and services commissioned by the buyer shall vest in the buyer automatically and the seller undertakes to do all acts and sign all documents necessary to vest all such rights, title and interest in the buyer absolutely.

The seller shall indemnify the buyer absolutely against all costs, claims, proceedings or demands in respect of the infringement of any third party intellectual property rights arising out of the sale to or use by the buyer of any goods and services supplied under this contract.

Nothing in these conditions shall imply the grant of a licence or give the seller any right title or interest in any intellectual property owned by the buyer. Where the use of such rights are required by the seller to meet its express obligations under this contract, the seller is granted a non exclusive, non transferable licence for use in relation to the seller's express obligations under this contract. Any such licence is revocable forthwith at the buyer's option.

## 13. FORCE MAJEURE

Neither the seller nor the buyer shall be liable to the other for any failure to fulfil its obligations under the contract if such a failure is caused by circumstances beyond its reasonable control.

## 14. REJECTION

If any of the goods or the packages containing the same or the services do not comply with the order or with any item of this contract including quantity, quality or description, the buyer may reject those goods or any part of them at any time after delivery, irrespective of whether the buyer has accepted them. Any acceptance of such goods by the buyer shall be without prejudice to any rights that the buyer may have against the seller. The buyer may return any rejected goods, carriage forward, to the seller at the risk of the seller.

## 15. NON-DELIVERY

If the seller does not deliver the goods or services or any part thereof within the time specified in the contract, the buyer may terminate the contract, purchase other goods or services of the same or similar description to make good such default, and recover from the seller the amount by which the cost of so purchasing other goods or services exceeds the price which would have been payable to the seller in respect of the goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

## 16. INDEMNITY

The seller shall indemnify the buyer against all claims, cost, expense, loss or damage whether direct or consequential which the buyer may suffer howsoever arising from the seller's breach of any of its obligations under this contract.

## 17. ASSIGNMENT AND SUBCONTRACTING

The seller shall not assign or transfer the whole or any part of this contract or subcontract the production or supply of any goods to be supplied under this contract without the prior written consent of the buyer. The buyer may at any time assign or transfer by way of novation the whole or any part of this contract to a group undertaking of the buyer (as defined by section 259 Companies Act 1985) and the seller consents to any such assignment or transfer.

## 18. RIGHTS OF THIRD PARTIES

A person who is not a party to these terms and conditions (including any employee, officer, agent, representative or sub-contractor or either party) shall not have the right (whether under the Contracts (Right of Third Parties) Act 1999 which shall not apply to these conditions or otherwise) to enforce any term of these conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this condition.

## 19. LAW

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the applicable law of the contract.