



Terms and Conditions of Purchase

1 Formation of Contracts

- a) The following definitions apply in these Terms and Conditions:
 - 'Company' means HPC plc
 - 'Contract' means the Order and the Vendor's acceptance of the Order
 - 'Goods' means any goods agreed in the Contract to be bought by the Company from the Vendor (including any part or parts of them)
 - 'Order' means the Company's written instruction to buy the Goods, incorporating these Terms and Conditions
 - 'Vendor' means the person, firm or company who accepts the Company's Order
- b) All contracts of purchase made by the Company shall be deemed to incorporate these Terms and Conditions. Acceptance of the Order constitutes a contract. Such acceptance must be made by the Vendor signing and returning to the Company the 'Acknowledgement of Order' within a period of ten days from the date of the Order. Any order not so accepted within such period shall be automatically withdrawn on the expiry of such period. No variation of or addition to these Terms and Conditions shall form part of any contract unless specifically accepted by the Company in writing.
- c) These Terms and Conditions shall override and take the place of any other terms and conditions in any document or other communication used by the Vendor in concluding the Contract with the Company.
- d) All Contracts, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and the Vendor shall submit to the jurisdiction of the English courts.

2 Prices

Unless otherwise expressly stated in writing by the Company, this Order is made on the basis that:

- a) where the Goods are purchased from a Vendor within the United Kingdom the price stated is the net price of the Goods delivered to the Company's works;
- b) where the Goods are purchased from a Vendor outside the United Kingdom the price stated is the net price of the Goods CIF Port of Entry;
- c) the price stated is a fixed price and is not subject to alteration for any reason whatsoever;
- d) if the total price is not specified the Vendor shall notify the Company in writing as to the total price of the Goods and where the total price so notified exceeds £100 the Company shall not be liable to pay more than £100 in respect of the Goods unless the Company confirms the Order in writing;
- e) invoices are due and payable within ninety days following the date of invoicing.

3 Delivery

The time stipulated for delivery of the Goods shall be the essence of the Order. If no time is so expressly stated then the time stipulated for delivery of the Goods shall be 28 days from the date of the Order. The Goods shall be delivered, carriage paid, to the Company's works or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Vendor shall off-load the Goods at its own risk as directed by the Company.

Should the Vendor fail to deliver the Goods within the period specified the Company (without prejudice to any other remedies to which it may be entitled) reserves the right to:

- a) cancel the whole Order, and return to the Vendor at the expense of the Vendor those Goods (if any) already delivered under the terms of the Order; or

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- b) cancel that part of the Order which is undelivered at the end of the specified period; and in either event to:
- c) charge to the Vendor any additional costs, losses or expenses in which they may be involved due to the Vendor's failure to deliver the Goods at the stipulated time.

Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.

Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Vendor to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.

If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Vendor's risk and shall be returnable at the Vendor's expense.

4 Property and risk to Goods

The property in the Goods shall pass to the Company upon acceptance by the Company of the Goods and the risk shall pass with the property in the Goods.

5 Quality

The Vendor hereby agrees that as conditions of this Order all Goods ordered shall correspond strictly with description and specification and with any sample, shall be in every respect fit for the purpose for which the Company has expressly or by implication made known that it requires the same and shall be of the best commercial quality and workmanship which is also of a standard no less than that of previous supplies (if any) approved by the Company.

The Vendor's obligations under this condition shall be in no way affected by whether or not the Goods are bought by description, or the Vendor deals in goods of the same description, or the Goods are specified under a patent or trade name, or the Company has examined the Goods or the sample or the defect would have been apparent had it done so.

Where the Company is entitled to reject or refuse to accept any Goods, the Vendor shall, at the option of the Company and without prejudice to any other remedies to which the Company may be entitled in addition, repair or replace the Goods, reimburse the Company in full for the cost of repair carried out by the Company or any third party at the Company's direction, or refund the full purchase price.

6 Company's drawings and equipment

All patterns, drawings (together with the copyright therein when owned by the Company), schedules, specifications, tools and other equipment provided by the Company for the execution of this Order remain the Company's property and shall be returned in good condition at the Company's request. All drawings and specifications, and any other technical or commercial know-how which is of a confidential nature, shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company. Neither this Order nor the name of the Company shall be used by the Vendor for advertisement or publicity purposes.

Where Goods are manufactured by the Vendor at the request of, or to the specifications or drawings of the Company the Vendor shall not sell, offer to sell, lease, give or otherwise part with the Goods or any part of them to any third party without the prior written consent of the Company.

7 Patent and other monopoly rights

The Vendor undertakes to indemnify the Company against any losses, liabilities, costs, claims, actions, demands or expenses arising from or incurred by reason of any infringement, or alleged infringement of any patent, trade mark or name, registered design or other protected rights in respect of the Goods supplied pursuant to the Order, save and except if the same shall arise solely because the Vendor has manufactured the Goods strictly in accordance with plans and specifications referred to in the Order and supplied by the Company.

No part of the design in any drawing emanating from the Company and no part of any design which may be evolved as the result of discussion and consideration by the parties shall form or be made the subject of any application for a patent or registered design except with the consent of the Company in writing.

8 General Liabilities

- a) If any claim is made against the Company by any of their customers or by any third party in respect of injury, loss or damage of any kind due or alleged to be due to defect in materials, workmanship or (save where the same has been stipulated by the Company) design of the Goods, or as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Vendor, the Vendor will provide all facilities, assistance or advice required by the Company for the purposes of contesting or dealing with such claim and if such claim is made good the Vendor will indemnify the Company against the same and against any damage, loss, cost or expenses incurred in connection therewith.
- b) If any case where any trade description or other indication or representation is applied to any Goods other than at the request of the Company, the Vendor warrants that the same is true and accurate in all respects and that the supply or offer of supply of any such Goods by any person will not give rise to an offence by the Company under the Trade Descriptions Act 1968.

9 Circumstances beyond the Company's control

The Company shall, without prejudice to its rights in respect of any breach of contract by the Vendor, be entitled to cancel or rescind any contract, or require the Vendor to suspend delivery for any period, without liability for loss or damage resulting therefrom:

- a) if the Company's ability to take delivery and/or dispose of the Goods is in any way adversely affected by any war, strike, lock-out, trade dispute, flood, accident to plant or machinery, governmental control, shortage of any material or labour, failure of sub-contractors or any cause whatsoever beyond the Company's control; and
- b) if any contract for the resale or other disposal by the Company of the Goods, or of any machinery or other equipment in which the Goods are incorporated, is in any way adversely affected by the bankruptcy, insolvency, liquidation (whether voluntary or compulsory), receivership or winding up of the purchaser under such contract.

10 Assignment

The Vendor shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under the Contract, and no sub-contract by the Vendor shall in any way affect or release the Vendor from absolute liability to the Company under the Contract.

11 Inspection

The Company reserves the right at any time to inspect the Goods under the Order but such inspection shall not relieve the Vendor of any obligation under the Order.

12 Default

The Company may without prejudice to any rights it may have, by notice in writing to the Vendor terminate any contract forthwith if:

- a) the Vendor shall commit any breach of the terms (including without limitation terms concerning the time for delivery of the Goods) of that or any other contract with the Company and on its part to be observed and performed provided if such breach is remediable that the Company had previously given to the Vendor notice thereof and the same has not been remedied within seven days thereafter;
- b) the Vendor shall compound with or negotiate for any composition with its creditors generally or permit any judgment against it to remain unsatisfied for seven days;

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- c) being individuals, the Vendor shall die or have a receiving order made against him or commit any act of bankruptcy;
- d) being a Company the Vendor shall call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation

Termination, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

13 General

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Vendor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13 October 2009