

Metal Inox Ltd
Standard conditions of Purchase

In these Conditions, “the Buyer” means Metal Inox Limited, “the Seller” means the supplier of such goods and/or services, “the Order” means the Buyer’s purchase order for such goods, “the Contract” means the contract, subject to these Conditions, arising from the Sellers acceptance of the Order and “the Works” means the Buyer’s receiving works for such goods.

1. Unless expressly accepted in writing by the Buyer any variation of the Order or these Conditions must be deemed to be and will be treated as inapplicable.
 2. The price stated in the Order for the goods may only be varied by prior agreement in writing between the Buyer and the Seller.
 3. (a) In addition to the rights of the Buyer under any warranty or guarantee given by the Seller in respect of the goods, if within 18 months after delivery or 12 months of putting them into service – whichever period shall be the shorter – there shall appear in the goods (which expression shall, where the context permits, include all materials supplied and work done by or on behalf of the Seller in the performance of the Contract) any defect which under proper use shall arise from faulty design (other than a design made furnished or specified by the Buyer and for which the Seller has disclaimed responsibility in writing within a reasonable period of receiving it) or from faulty materials or workmanship the Seller shall at his expense make good those defects either by repair or (at his option) by the supply of replacements. As regards any goods so repaired or replaced the foregoing provisions shall apply for a period ending 12 months after the date of such repair or replacement.
 3. (b) If any such defect is not repaired nor the relevant goods replaced within a reasonable time the Buyer may repair or (at the Buyer’s option) replace those goods at the Seller’s expense.
 4. The Buyer’s inspectors shall at all reasonable times have access to the premises of the Seller and those of its sub-contractors for the purpose of inspecting and testing the goods during or after manufacture, repairs or servicing and may reject or require the making good of anything that does not conform with the Contract.
 5. (a) If the Buyer is prevented or hindered from carrying out its obligations hereunder by Force Majeure (as defined in Sub-Clause 5. (b) of this clause) the performance of such obligations shall be suspended for such time as the Force Majeure circumstances last and the Buyer shall not be liable for any loss or damage caused to the Seller by the delay, but shall however resume performance of the suspended obligations as soon as the Force Majeure circumstance ceases to exist unless the Contract has prior thereto been terminated by the Buyer pursuant to Sub-Clause 5.3 of this clause.
 5. (b) “Force Majeure” shall for the purpose of this contract mean any circumstances beyond the reasonable control of the Buyer including but not limited to Act of God or the Public Enemy, war, rebellion, civil disturbance, fire, the elements, accident, compliance with any order, Act or regulation of any government or government agency, national or official strike, lockout or other trade dispute.
 5. (c) In the case of Force Majeure extending beyond a reasonable time (which term for the purpose of this contract shall in any event include a period in excess of 60 days) the Buyer may by notice in writing to the seller terminate the Contract, with no liability on either party for loss or damage thereby occasioned.
 6. The Seller shall not without the consent in writing of the Buyer, which shall not be unreasonably withheld, sub-let the Contract or any part thereof (except for materials or for minor details).
 7. The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, mis-delivery, delay, detention in transit, non-delivery or other matters affecting transit unless the Buyer has been advised of despatch of the goods in accordance with the Buyer’s Instructions.
 8. All patterns, drawings, dies, moulds, specifications and other such items supplied by or at the expense of the Buyer shall remain the Buyer’s property and must be returned in good order and condition on request or on completion of the Contract and shall not be copied or used for any purpose other than for carrying out of the Contract.
 9. Except to the extent that the goods embody designs prepared by the Buyer, the Seller shall indemnify the Buyer against all actions, claims, costs, charges and expenses arising from any infringement or alleged infringement of any patent, registered design, trademark, copyright or other protected right arising out of the supply or use of the goods but excluding infringement arising only from the use of the goods in combination with other goods not supplied by the Seller.
- The Buyer shall promptly notify the Seller of the bringing of any such claim or proceedings and the Seller may at his own expense and on giving reasonable security to the Buyer deal with the same in the name of the Buyer provided the Seller takes over the conduct of all negotiations and proceedings within 14 days of the Buyer’s notification.
10. (a) The Seller shall indemnify the Buyer against all losses, liabilities, claims, costs and expenses that may result from loss of or damage to any property (including that of the Buyer) or injury to or the death of any person (including any employee of the Buyer) that may arise out of any act or omission of the Seller, his employees, agents or sub-contractors in connection with the Contract.
 10. (b) Except in respect of claims for personal injury or death or loss of or damage to property conferring on a person other than the Buyer a good cause of action against the Seller the liability of the Seller arising under Clause 10.1 for any one act or omission shall not exceed (unless otherwise stipulated by the Buyer prior to the Contract being entered into) the price of the goods or £1 million whichever is the greater.
 10. (c) The Seller shall insure against his legal liability arising under Clause 10.1 above. Such insurance shall extend to indemnify the Buyer and be effected with insurers and on terms approved by the Buyer in the minimum sum, subject to Clause 10. (d), of £1 million unless otherwise stipulated in writing by the Buyer prior to the Contract being entered into. Satisfactory evidence of such insurance and payment of the current premium shall be shown to the Buyer upon request.
 10. (d) The Insurance effected by the Seller under Clause 10.3 in respect of his employees shall be at least £10 million.
 11. (a) The Seller shall comply with and shall ensure that its sub-contractors comply with the Buyer’s Site Regulations, Buyer’s Instructions and Safety Rules so far as previously communicated to the Seller. The Seller shall comply with and shall ensure that its sub-contractors and any goods sold hereunder comply with all applicable legislative provisions, by-laws and the like, including all relevant Health and Safety regulations but if any legislation relating directly and solely to the goods and made after the date of the tender shall increase or reduce the cost to the Seller of performing the Contract the price shall be increased or reduced by a corresponding amount.

11. (b) All goods supplied for this Contract shall, if the Seller is approved there-under, comply with the applicable national and international quality assurance standards from time to time published.
11. (c) Except as varied by this contract or otherwise agreed in writing the commercial terms in the contract shall have the meanings assigned to them by the latest edition of Incoterms, including any additions or amendments thereof.
12. The Seller shall not without the previous written consent of the Buyer advertise or, except for the performance of the Contract, make known to third parties the fact that the Seller supplies goods to the Buyer.
13. Until delivered to the place or places and in the manner specified in the Contract the goods shall remain at the risk of the Seller who shall insure the same against all risks which can be reasonably contemplated as affecting the goods. Subject to the Buyer's right of rejection, the property in the goods shall pass to the Buyer upon delivery or upon the making of any progress payment, whichever shall come first.
14. The Buyer may by written notice cancel the Contract if the Seller becomes bankrupt or being a Company goes into liquidation (other than for purposes of amalgamation or reconstruction) or suffers a receiver to be appointed or has an administration order made against it.
15. All goods supplied for this Contract on a price for weight basis shall be delivered over the Buyer's weighbridge. The net weight so recorded shall be the Contract weight.
16. It is a condition of the placing of business between the Buyer and its suppliers that the Code of Conduct of the Buyer is strictly observed.
17. Payment will be as agreed in the contract between the Buyer and the Seller.
18. This Contract shall be governed by and construed in accordance with the laws of England and each of the parties hereto submits to the jurisdiction of the English Courts as regards any claim or matter arising under this contract.
19. For the avoidance of doubt the authoritative text for this Contract is the English text as set out in the Order. If the Contract is translated into any other language, in the event of any inconsistency the English text as set out on the Order shall prevail.
20. Under no circumstances shall the Buyer be liable for interest charges on payments that may be considered overdue.
21. (a) Any obligations of the Seller as to time of delivery or performance stated on the Order or otherwise agreed in accordance with these Conditions shall be the essence of the contract and if the Seller shall fail to deliver or perform within the specified time or on the specified date the Buyer shall have the right to obtain the goods and/or services from elsewhere, any extra costs and loss of profits incurred by the buyer being paid by the seller.
21. (b) Any breach of the order by the Seller either regarding time of delivery or otherwise shall (whether or not the Buyer has accepted the goods and/ or services or part thereof) entitle the Buyer to treat the order as repudiated and/or claim damages thereof.
22. These Conditions form the entire agreement between the parties and may not be modified or varied except in accordance with any of the conditions as set out above.