

Watson-Marlow Ltd. : standard terms and conditions for the supply of goods and services

General : The following terms and conditions shall apply to the Order, unless reference to a specific contract is given on page 1 of the Order, in which case the terms and conditions of that contract shall apply instead. Any purchase by the Buyer is conditional on acceptance of these terms and conditions by the Supplier. If the Supplier does not wish to accept these terms and conditions, then the Supplier should not accept the Order, and should inform the Buyer forthwith.

1. - Definitions :

'Buyer' means Watson-Marlow Ltd,

'Goods' means all or any of the articles or items set out on page 1 (and any subsequent pages) of the Order to be supplied by the Supplier.

'Order' means any Order placed by the Buyer under which the Supplier agrees to supply Goods and/or Services to the Buyer.

'Services' means the services to be performed by the Supplier for the Buyer as described on page 1 (and any subsequent pages) of the Order and anything created or produced as a result of the Services.

'Specification' means the requirements to which the Goods and/or Services supplied to the Buyer must conform as detailed on page 1 (and any subsequent pages) of the Order.

'Supplier' means the person, firm or company named as such on page 1 of the Order.

2. Assignment and Sub-contracting : The Supplier shall not assign, transfer, sublet or subcontract the whole or any part of the Order without the prior written consent of the Buyer.

3. Corruption : The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement of any kind, or any gift that could be perceived by others to be a bribe. Any such breach shall be a breach which is considered incapable of remedy.

4. Intellectual Property and Confidentiality:

4.1 Unless otherwise agreed in writing, all intellectual property and other rights in the Goods and/or Services shall vest in the Buyer upon their creation (except patents). The Supplier shall do all such things and execute all such documents as the Buyer may require in order to perfect such vesting. The Supplier shall ensure that it includes corresponding provisions in its contracts with its sub-contractors and suppliers.

4.2 Any confidential information supplied by the Buyer to the Supplier (including the details of the Order), shall be kept confidential and shall only be used for the performance of its obligations under the Order. Upon request, and in any event upon expiry or termination of the Order for whatever reason, the Supplier shall destroy forthwith (or at the Buyer's written request, return forthwith to the Buyer) any confidential information provided under the Order.

5. Price Variation : The prices as stated on the Order shall be held firm for the period and/or quantity stated unless specifically stated otherwise.

6. Liability : Neither party excludes or limits liability for death or personal injury as a result of its negligence. The Supplier's liability for breach of confidentiality or infringement of intellectual property rights shall be unlimited unless otherwise agreed in writing by the parties. The liability of either party for direct loss of, or damage to, the tangible property of the other shall be limited to one million pounds. Except as otherwise stated in the Order, the Supplier's total liability arising out of or in connection with the Order shall be limited to £1M.

7. Documents : All advice notes, invoices and packing notes shall be clearly marked with the Supplier's name and address, the Order number provided by the Buyer, item code, description and destination.

8. Quality and Performance : The Goods and/or Services shall conform with the Specification, be of sound design, materials and workmanship; be fit for the purpose for which they are procured; and be capable of the required performance. All Services performed under the Order must be executed in an efficient and professional manner to the highest prevailing standards and to the satisfaction of the Buyer.

9. Inspection and Testing : Before despatching Goods, the Supplier shall, and if previously agreed, the Buyer may, inspect and test them for compliance with the Specification and/or any other provisions of the Order. The Buyer reserves the right to assess the Goods and/or Services for compliance with the Specification and any other provisions of the Order. If in the Buyer's opinion, the Goods and/or Services do not comply with the Specification, the Buyer shall inform the Supplier in writing. The Supplier shall take such steps as may be necessary to ensure such compliance.

10. Extension of Time : If, for any cause beyond the reasonable control of the Supplier, delivery of the Goods, or performance of the Services, is delayed, the time for delivery/performance may be extended, with the written permission of the Buyer, by a reasonable period. Notification of anticipated delay must be communicated to the Buyer at the earliest possible opportunity indicating the reasons.

11. Delivery : The Supplier shall deliver the Goods or Services in accordance with the Order. Time shall be of the essence in respect of all deliveries made under the Order.

12. Cancellation and Re-scheduling : The Buyer may cancel the Order by giving the Supplier reasonable notice in writing. The Buyer may require the rescheduling of delivery of the Goods (or some of them) by giving the Supplier reasonable notice in writing.

13. Risk and Title : Risk in the Goods or output of the Services shall pass to the Buyer on delivery or collection, as appropriate to the instruction or address specified in the Order. Title in the Goods or output of the Services shall pass to the Buyer upon delivery or collection if organised by us, unless otherwise agreed in writing. The Buyer reserves the right to take possession of the Goods to which it has title.

14. Damage or Loss In Transit : Any Goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense and to the Buyer's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement Goods have been accepted. Goods shall be deemed not to have been delivered if a receipt from an authorised officer of the Buyer cannot be produced by the Supplier.

15. Rejection : If, within 12 months(Sale of Goods Act) of the date of delivery, the Goods and/or Services fail to comply with the Order, the Buyer may, by written notice to the Supplier reject the whole or any part of the Goods and/or Services. The Buyer may without prejudice to its other rights and remedies accept replacement Goods and or re-performed Services at the Supplier's expense.

16. Terms of Payment : The Buyer shall pay the Supplier the price of the Order within 30 days Nett Monthly of date of receipt of a correctly prepared and undisputed invoice. In the event that the Buyer has informed the Supplier that an invoice or particular amount is under dispute, any monies paid by the Buyer to the Supplier shall not be applied against any invoice or amount under dispute. Payment by BACS (or other electronic payment system) shall be deemed made when initiated by Watson-Marlow. All prices shall be exclusive of VAT unless otherwise stated in the Order. If requested to do so by the Buyer, the Supplier shall accept payments of monies due by electronic funds transfer through BACS Ltd or other electronic payment means. The Supplier accepts electronic payments as good discharge of indebtedness under the Order. If any undisputed monies are not paid by the due date, then the Supplier may charge interest on such undisputed monies on a day to day basis from the date payment fell due, (or such other date as may be agreed in writing between the parties), to the actual date of payment (both dates inclusive) at the rate of three (3) per cent per annum over the base lending rate of the Bank of England from time to time. The Supplier acknowledges and agrees that this Clause provides the Supplier with a substantial remedy in respect of any late payment of sums due under this Order and any right to receive statutory interest (as defined in the Late Payment of Commercial Debts (interest) Act 1998) shall not apply to any payment of monies under this order.

17. Compliance : The Supplier and its personnel shall at all times comply with all laws including statutes, regulations and by-laws of local or other authorities. The Buyer shall allow the Supplier access to its premises as necessary for the delivery of the Goods and/or Services. The Buyer may refuse admission to the Supplier's personnel or require such personnel to leave its premises at any time. Whilst on the Buyer's premises, the Supplier shall abide by the Buyer's rules and regulations relating to the premises.

18. Contracts (Rights of Third Parties) Act 1999 : The parties acknowledge and agree that nothing in this Order shall confer on any third party any benefit, nor the right to enforce any of its provisions.

19. No Agency : This order does not create a partnership between the Buyer and Supplier or make one party the agent of the other for any purpose.

20. Publicity : The Supplier shall not, without the prior written permission of the Buyer, advertise or disclose to third parties that it is providing Goods and/or Services to the Buyer.

21. Entire Agreement : The Order together with these Terms & Conditions sets out the entire terms and conditions relating to the subject of the Order. The Order shall take priority over any other arrangements, communications (whether verbal or written), or any other documents (including, but not limited to, purchase orders or other terms and conditions) pertaining to the Goods and/or Services issued by, or referred to, by the Supplier.

22. Governing Law : The Order shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.