



# Hutton's Terms and Conditions of Purchase

## TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS

"We", "Us", "Our", mean Hutton Engineering Limited.

"You" and "Your" means the person, firm or company to whom the Purchase Order be addressed and any employees, sub-contractors or agents of said person, firm or company.

"Goods" means the materials, articles, works and services described in the Contract.

"Package" means any type of Package including bags, cases, boxes, pallets, cylinders, and any other containers.

"Purchase Order" means an offer to buy, communicated in the form of a printed Purchase Order, or a written or verbal instruction, or other means.

"Contract" has the meaning given in Condition 2 below.

"Authorised Associate" means any employee authorised by Us to either sign Our Purchase Order, or raise an order by telephone, email, fax or other means.

### 2. THE CONTRACT

You agree to sell and We agree to purchase the Goods in accordance with the Contract. The Contract shall comprise: any Order Amendments, the Purchase

Order, these General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of

Your conditions of sale. These General Conditions of Purchase shall always prevail over Your terms and conditions of sale. Delivery of Goods in response to a

Purchase Order or Order Amendment shall be taken to imply that You have accepted the Terms and Conditions of this Contract.

### 3. PRICE

You will sell Us the Goods for the firm and fixed Price stated in the Contract. The Price shall include packaging, insurance, delivery, and full certification where

required, unless specifically identified at point of order. The price shall not include Value Added Tax. Hutton reserves the right to set off against the Price any sums

owed by the Supplier to Hutton in respect of Goods and/or Services or other materials and Services under the Contract or otherwise.

### 4. VARIATIONS

We reserve the right, before delivery, to send You an Order Amendment adding to, deleting from or modifying the content of the Order. Should the Order

Amendment cause a change to the Price or delivery date then You must advise Us immediately offering a revised Price and delivery at the same level of cost and

profitability as the original Price. The Order Amendment shall take effect when, but only if, Our Authorised Associate accepts the new Price and delivery date

within the time You stipulate. If Our Authorised Associate fails to confirm the Order Amendment within the time You stipulate then performance of the Contract

shall immediately resume as though the said Order Amendment had not been issued (except that We may still exercise Our right of cancellation in accordance

with Condition 5).

### 5. OUR RIGHT OF CANCELLATION

In addition to Our other rights of cancellation under this Contract, We may cancel the Purchase Order and any Order Amendment thereto at any time by sending

You a notice of termination. You will comply with any instructions that We may issue with regard to the Goods. If You submit a termination claim then We will pay

to You the cost of any commitments, liabilities or expenditure, which in Our reasonable opinion were a consequence of this Contract at the time of termination.

The total of all payments made or due to You under this Contract, including any termination payment, shall not exceed the Price. If You fail to submit a termination

claim within 3 months of the date of Our notice of termination then We shall have no further liability under the Contract.

### 6. QUALITY AND DESCRIPTION

(a) The Goods shall:

(i) conform in every respect with the provisions of the Contract;

(ii) be capable of all standards of performance specified in the Contract;

(iii) be fit for any purpose made known to You expressly or by implication and in this respect We rely on Your skill and judgement;

(iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;

(v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;

(vi) be of satisfactory quality;

(vii) comply with any current legislation

(b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

#### 7. PROGRESS AND INSPECTION

- (a) You shall at Your expense provide any schedules of manufacture and delivery that We may reasonably require. You shall notify Us without delay if Your progress falls behind or may fall behind any of these schedules.
- (b) We shall have the right to check progress at Your works or the works of Your sub-contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. Your sub-contracts shall reserve such right for Us.
- (c) Where sub-contracted to a third party or purchase materials and or services You must ensure that the requirements of Our purchase order are conveyed within Your purchase order to those supplying you. This also applies to your supplier, suppliers.
- (d) You and your suppliers and their suppliers shall afford Us and or our customers together with regulatory enforcement representatives full access to processes; records of goods or services supplied.
- (e) All Records of goods & services supplied including manufacturing; purchasing; inspection shall be retained by You for a minimum period of ten years.
- (f) No sub-contractor shall be used without prior Hutton authority conveyed in writing
- g) You will advise us in writing of any nonconforming product, which will allow us to in turn to advise you in writing of approval or otherwise, prior to submission of any such product.
- h) You will advise us in writing of any changes in product or process definition or supplier and where required obtain written approval from us prior to implementing any changes.

#### 8. DELIVERY

- (a) The Goods shall be properly packed, secured and despatched at Your expense to arrive in good condition at the time or times and the place or places specified in the Contract.
- (b) If You or Your carrier delivers any Goods at the wrong time or to the wrong place then We may deduct from the Price any resulting costs of storage or transport.
- (c) The Goods shall be delivered to and/or the Services shall be performed at the addressed stated by Us in the Contract on the date or within the period stated in the Contract, in either case during Our usual business hours unless otherwise specified by Us.
- (d) The Goods shall only be deemed to have been received when they have been delivered to the delivery location, unloaded, and signed for by an Authorised Associate.

#### 9. LATE DELIVERY

If the Goods or any part of them are not delivered by the time or times specified in the Contract then We may cancel any undelivered balance of the Goods. We may also return for full credit and at Your expense any Goods that in Our opinion cannot be utilised owing to this cancellation. In the case of services, We may have the work performed by alternative means and any additional costs reasonably so incurred shall be at Your expense. This shall not affect any other rights that We have.

#### 10. PROPERTY AND RISK

- (a) You shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- (b) Ownership of the Goods shall pass to Us: (i) when the Goods have been delivered but without prejudice to Our right of rejection under this Contract; and (ii) if We make any advance or stage payment, at the time such payment is made You must as soon as possible mark the Goods as Our property



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