

SJ-TPM Limited Trading Terms and Conditions

Attention is drawn to SJ-TPM Limited' terms and conditions set out below which are binding on the supplier and govern the purchase by SJ-TPM Limited of Goods and/or Services to the exclusion of all other terms and conditions

Definitions

In these terms and conditions the following words and expressions have the following meanings.

"SJ-TPM Limited" – SJ-TPM Limited whose registered office is at Unit 8, Twistleton Court, Priory Hill, Dartford, Kent, DA1 2EN "The Contract" – The contract for the supply of the Goods and/or Services formed by the Suppliers acceptance of the Purchase Order. "The Goods" – The Goods specified in the Purchase Order.

"Purchase Order" – SJ-TPM Limited order to the supplier as set out in the attached document.

"Purchase Order Number" – A number commencing with PO, in the following format PO-xxxx, where xx are numerals.

"The Price" – The Price specified in the Purchase Order.

"The Services" – The Services specified in the Purchase Order.

"The Supplier" – The person, firm or company to which the Purchase Order is addressed.

2. Offer and Acceptance

The Purchase Order shall only be binding upon SJ-TPM Limited if it displays a Purchase Order Number.

2.1. The Purchase Order is placed subject to the conditions which shall apply to the contract to the exclusion of any terms and conditions on or attached to or otherwise forming part of any quotation, acknowledgement or acceptance prepared by the Supplier, and to the exclusion of all other agreements or representations whether oral or written made between the parties at anytime, unless the agreement expressly states that the agreement shall prevail.

3. Quality and Description

3.1 The Goods and, where applicable, the Services to be performed shall:

3.1.1 Comply in every particular with the terms and conditions and specifications, patterns and drawings contained or referred to in the Purchase Order;

3.1.2 Comply in every particular with any agreed sample supplied to SJ-TPM Limited by the supplier;

3.1.3 (if manufactured to any specifications, designs, patterns, drawings or to any other form of intellectual property right owned and supplied by SJ-TPM Limited) be supplied exclusively to SJ-TPM Limited and the Supplier hereby further undertakes that it shall not supply Goods manufactured in accordance with this clause 3.1.3 to any other person in any part of the world at any time without the prior consent of SJ-TPM Limited; and

3.1.4 Use new materials of the very best quality (unless otherwise specified in the Purchase Order);

3.1.5 Be of a quality acceptable to SJ-TPM Limited;

3.1.6 Be free from defects in design, materials and workmanship;

3.1.7 Comply with the Consumer Protection Acts 1961 and 1987 and all statutory and other requirements applicable to the Goods in the United Kingdom and the country of manufacture;

3.1.8 The Goods shall, on delivery be accurately marked and labelled so as to enable SJ-TPM Limited to identify them, shall be accompanied by a delivery note, EXCEPT when goods are sent directly to SJ-TPM Limited clients in which case no documentation or pack markings to indicate Supplier name or other source should be included, and shall be packaged in strict accordance with all statutory and other requirements in the United Kingdom and in the country where the goods are so packaged

4. Packaging

4.1 Unless otherwise agreed in writing all packing materials of whatsoever nature shall be supplied by the Supplier and shall be of good and substantial quality and type so as to sufficiently to protect and preserve the Goods.

4.2 The Supplier shall not be entitled to charge for the cost of such packing materials in addition to the Price and, unless otherwise agreed, SJ-TPM Limited shall not be obliged to return any packaging materials to the Supplier but shall be at liberty to dispose of the same as it sees fit.

5. Storage

5.1 The supplier shall store the Goods (and any materials to be used in their manufacture) so as to keep them safe and free from damage.

5.2 Until the Goods have been dispatched in accordance with the Purchase Order the Supplier shall maintain valid and proper insurance against any damage (howsoever caused) to the Goods with a reputable insurance company (including adequate insurance for the full reinstatement value thereof) and against any loss of profit which might be suffered by SJ-TPM Limited as a consequence of such damage. The Supplier shall procure that SJ-TPM Limited interest is noted on any insurance policy so taken out and on demand at any time produce to SJ-TPM Limited such policy together with a receipt for the last premium due thereunder. SJ-TPM Limited may pay any premiums which the Supplier shall have failed to pay and the costs of such premiums (together with any administrative costs which SJ-TPM Limited shall have thereby reasonably and properly incurred) shall either be reimbursed on demand by the Supplier to SJ-TPM Limited or deducted by SJ-TPM Limited from any sums (howsoever arising) which it may owe to the Supplier.

6. Delivery

6.1 The Goods shall be delivered to, and/or the Services shall be performed at the delivery address specified in the Purchase Order on the due date ("the Due Date") or within the period stated in the Purchase Order (the "Period").

6.2 The time of delivery is of essence of all Contracts. Without prejudice to any other rights or remedies available to SJ-TPM Limited, SJ-TPM Limited may cancel the Purchase Order and/or terminate the Contract if the Goods and/or the Services are not delivered strictly in accordance with the Purchase Order.

6.3 The Supplier shall notify SJ-TPM Limited in writing not less than ten (10) working days prior either to the Due Date or the commencement of the Period as to whether or not the Goods will be available for delivery and/or the Services shall be capable of being performed on the Due Date or within the Period. If the Supplier requires a postponement or variation in terms of delivery SJ-TPM Limited shall be entitled either to agree new terms of delivery for any part (including the whole) of the Goods and/or the Services or treat the Supplier as being in breach of the purposes of Clause 9 hereof.

6.4 A delay in delivery (from whatever cause and whether or not within the control of the Supplier) shall entitle SJ-TPM Limited to claim from the Supplier liquidated damages at the rate of 1.5% of the outstanding Contract value for each week or part of a week of the delay to the maximum of 15%. Such payment shall be without prejudice to any of the rights that SJ-TPM Limited may have including but not limited to the right to cancel the Purchase Order and purchase the Goods and/or Services elsewhere, charging the Supplier with any extra expense so incurred and/or claim or deduct from any later payments to be made in respect of the Purchase Order, compensation for any damage, loss or expenses that SJ-TPM Limited may have or will suffer.

6.5 If the Goods are to be delivered or the Services are to be

performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 Acceptance by SJ-TPM Limited of a lesser number will entitle SJ-TPM Limited, to a proportionate reduction in price in respect of the shortfall of Goods supplied; if a greater number is delivered and accepted by SJ-TPM Limited there will be no obligation on SJ-TPM Limited to make further payment to the Supplier unless such excess is expressly agreed in writing by SJ-TPM Limited. Delivery of a lesser or greater number of Goods will only bind SJ-TPM Limited if the amendment to the Purchase Order is undertaken by one of SJ-TPM Limited' authorised representatives.

6.7 The only proof of delivery by the Supplier will be the signature of an authorised representative of SJ-TPM Limited its agents or customer on the Supplier's delivery note acknowledging receipt of the Goods and/or performance of the Services.

6.8 SJ-TPM Limited shall not be deemed to have accepted the Goods or performance of the Services until it has had a reasonable time to inspect the Goods and/or the work the subject of the Services (the "Work") following delivery or, if later, within reasonable time after any later defect in the Goods or the Work has become apparent.

7. Payment

7.1 Unless otherwise agreed in writing the Supplier shall not be entitled to charge for any carriage, insurance or freight expenses, and other applicable taxes, duties or levies of any kind whatsoever and any other charges for delivery.

7.2 No increase in or addition to the Price will be accepted by SJ-TPM Limited.

7.3 Unless agreed otherwise, the Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume purchase customarily granted by the Seller.

7.4 Where the Supplier has incurred value added tax, customs, duties and other similar impost in the manufacture and delivery of the Goods the Supplier shall produce bone fide evidence that such amounts have been paid.

7.5 The Supplier shall be entitled to invoice SJ-TPM Limited on or at any time after the delivery of the Goods or the performance of the Services, as the case may be, and each invoice shall quote the number of the Purchase Order.

7.6 Unless otherwise stated in the Purchase Order, SJ-TPM Limited shall pay the price of the Goods and/or the Services within 30 days of receipt by SJ-TPM Limited of a proper invoice or, if later, after acceptance of the Goods and/or Services in question by SJ-TPM Limited.

7.7 All payments hereunder shall be made in Pounds Sterling unless otherwise stated in the Purchase Order.

7.8 SJ-TPM Limited may deduct monies which it may otherwise owe to the Supplier (whether pursuant to the Purchase Order of otherwise) any monies which shall be due by the Supplier to SJ-TPM Limited (whether pursuant to the Purchase Order otherwise).

8. Risk and Property

The risk and property in the Goods shall pass to SJ-TPM Limited upon delivery unless otherwise stated in accordance with the terms of the Purchase Order.

9. Breach

9.1 Any breach by the Supplier of any term or condition hereof shall without prejudice to any other rights and remedies available to it entitle SJ-TPM Limited forthwith to:-

9.1.1 Cancel (either in whole or in part) the Purchase Order which SJ-TPM Limited shall have made with the Supplier which shall not then have been completed in full and to reject and return (at the expense and risk of the Supplier) any Goods relating to this or any such order.

9.1.2 Treat any such breach as a breach of warranty giving rise to a claim for damages; and/or

9.1.3 Return to the Supplier or require the Supplier to collect forthwith any Goods (including any goods which may be returned to SJ-TPM Limited via any of its customers) which do not conform to the quality standard or description as specified in the Purchase Order and at SJ-TPM Limited' option the Supplier shall either replace or collect all such Goods (within a time to be agreed between the parties) or make a payment to SJ-TPM Limited in respect of the replacement value of such goods. Any collection or dispatch by the Supplier hereunder shall be at its own expense and risk.

9.1.4 Require the Supplier to supply replacement Services (at a time to be agreed between the parties) where any part of the Work does not conform to the quality standard or description as specified in the Purchase Order or make a payment to SJ-TPM Limited in respect of the replacement value of such Services (such amount to be agreed between parties).

9.1.5 SJ-TPM Limited shall not be liable to the Supplier for any loss or damage which the Supplier shall suffer as a result (directly or indirectly) of SJ-TPM Limited exercising any of its rights hereunder.

10. Termination

10.1 SJ-TPM Limited may, without prejudice to any other rights or remedies available to it, terminate the contract forthwith by giving notice in writing to the Supplier, if:-

10.1.1 The Supplier is in breach of any term or condition hereof; or

10.1.2 The Supplier makes any voluntary arrangements with its creditors within the meaning of the Insolvency Act 1986 or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

10.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

10.1.4 The Supplier ceases, or threatens to cease, to carry on business; or

10.1.5 SJ-TPM Limited reasonably apprehend that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

11. Remedies

Termination of any Contract to which these conditions apply for whatever cause shall not affect the rights or remedies of either party in respect of any and antecedent breach or in respect of any sum of money owing or to become owing by the other.

12. Intellectual Property Rights

12.1 All trademarks, trading names, copyright and all other form of intellectual property rights in all specifications, patterns, manufacturing details and other information pertaining to the Goods as are specified in the Purchase Order are hereby assigned to and shall remain vested in SJ-TPM Limited.

12.2 The Supplier and any sub-contractor(s) of the Supplier which might assist in the manufacture and supply of the Goods agrees and acknowledges:-

12.2.1 SJ-TPM Limited right to specifically retain all copyright and other intellectual property rights in all patterns, and manufacturing processes submitted with or in connection with this Purchase Order; and

12.2.2 that all intellectual property rights which are created or developed in connection with the manufacture and supply of the Goods shall remain the exclusive property of SJ-TPM Limited and the Supplier (on behalf of itself and any sub-contractor) shall disclose in full detail the nature of such rights to SJ-TPM Limited so as to enable SJ-TPM Limited to use and/or register those rights.

12.2.3 where the Goods are made from any pattern or design provided by SJ-TPM Limited then after completion of the Contract or if there has been any breach by the Supplier of the terms hereof the Supplier shall forthwith (at its own risk and expense) return all such patterns and designs and all other information pertaining to SJ-TPM Limited' intellectual property rights to SJ-TPM Limited.

12.3 The Supplier undertakes that neither it nor any of its employees, agents or sub-contractors shall disclose or communicate to any third party any information relating to the Purchase Order, or any information which may have come into the possession of the Supplier relating to the businesses of SJ-TPM Limited or its clients. The Supplier further undertakes to SJ-TPM Limited to take all such precautions as shall be necessary to prevent any person from gaining access to such information (other than as shall be necessary to perform the Contract) nor take any action whatsoever which might prejudice the same.

13. Force Majeure

13.1 SJ-TPM Limited reserves the right to require the Supplier to suspend or cancel delivery of the Goods or any part thereof or performance of the Services in the event of SJ-TPM Limited being prevented or hindered from accepting receipt or using the same reasons beyond SJ-TPM Limited control. In this event SJ-TPM Limited shall promptly inform the Supplier in writing stating that such cause has prevented SJ-TPM Limited from accepting receipt of the Goods and/or Services. SJ-TPM Limited shall not be liable to the Supplier for any costs, expenses, loss or damage (direct or consequential) the Supplier may incur as a result of such suspension or cancellation by SJ-TPM Limited under this Clause 13.1.

14. Indemnity

14.1 Without prejudice to the generality of these terms and conditions the Supplier will indemnify SJ-TPM Limited against all loss and liability for personal injury (including death) or damage to any property or other liability whatsoever including without limitation all damage whether direct or indirect special consequential or otherwise, resulting directly or indirectly at any time from:-

14.1.1 the negligence or other act or omission on the part of the Supplier or its employees, sub-contractors or agents;

14.1.2 any defect or fault in the Goods or the Works which shall have existed at the date of delivery (whether or not such defect or fault could then have been disclosed and irrespective of the date on which such defect or fault shall be discovered) including without limitation defects in workmanship or materials damage (unless supplied by SJ-TPM Limited) or deterioration in the course of deliver and (save where the Goods or the Works have been designed or specified by SJ-TPM Limited) defects in design and/or suitability for intended use.

14.1.3 the failure of the Supplier to comply with any of the terms and conditions of the Contract; any liability whatsoever which SJ-TPM Limited may incur to any person by reason of the infringement of any copyright, patent, trade mark or any other proprietary right in connection with the Goods whether in the United Kingdom or elsewhere; and/or

14.1.4 any loss or damage whatsoever in which SJ-TPM Limited may suffer as a result of using or arising from or a relation to the use by SJ-TPM Limited of any design pattern or description (supplied by or on behalf of the Supplier) adopted in respect of the Product or any inability lawfully to use the same.

14.1.5 any sale or other disposition of the Goods by the Supplier to any third party without the prior written consent of SJ-TPM Limited.

15. General

15.1 No part of the Purchase Order may be sub-contracted by the Supplier without the prior written consent of SJ-TPM Limited nor shall the Supplier assign any of its obligations hereunder. All sub-contracts shall be the responsibility of the Supplier and placed subject to the same terms and conditions as those contained in the Contract so far as necessary and applicable to protect the interests of SJ-TPM Limited.

15.2 The Supplier shall ensure that no lien charge or other encumbrance should at any time arise or be made over any SJ-TPM Limited property or equipment made available to the Supplier or over any property materials, equipment or Goods allocated or appropriated to the Goods.

15.3 The headings shall not affect the meaning of interpretation of these conditions.

15.4 No failure or delay on the part of SJ-TPM Limited to exercise any of its rights in respect of any default of the Suppliers shall prejudice SJ-TPM Limited' rights in connection with the same or any subsequent default.

15.5 The Contract shall be construed and interpreted according to the laws of England and SJ-TPM Limited and the Supplier submit to the non-exclusive jurisdiction of the courts of England.

15.6 Any notice to be given hereunder may be sent by post to the address of the addressee (being either SJ-TPM Limited or the Supplier) as set out in the Purchase Order or such other address as, the addressee may from time to time have notified for the purpose of this clause. Communications sent by post shall be deemed to have been received 48 hours after posting, in proving service by post it shall only be necessary to prove that the communication was contained in an envelope which is duly addressed and posted in accordance with the clause.