



2K polymer systems limited

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2K polymer systems limited Conditions of Purchase

1. Interpretation

1.1 In these Conditions:-

'BUYER' means 2K polymer systems ltd

'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'CONTRACT' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services.

'DELIVERY ADDRESS' means the address for delivery as stated on the Order.

'GOODS' means the goods (including any instalment of the goods or any part of them) described in the Order.

'ORDER' means the Buyer's purchase order to which these Conditions are annexed.

'PRICE' means the price(s) of the Goods and/or the charge for the Services.

'SELLER' means the person so described in the Order.

'SERVICES' means the services (if any) described in the Order.

'SPECIFICATION' includes any plans, drawings, data or other information relating to the Goods or Services.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The heading in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3.1 No variation to the Order or these Conditions shall be binding unless agreed in writing between an authorised representative of the Buyer and the Seller.

3. Delivery and Compliance

3.1 The Seller shall deliver the Goods or perform the Services promptly in accordance with the Order and shall be liable to the Buyer for any loss suffered by the Buyer arising from failure to deliver on the due date.

3.2 A delivery note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

3.3 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.

3.4 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Specification and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.



- 3.5 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 3.6 The Seller shall mark the Goods in accordance with the Buyer's instructions, any applicable regulations, and the requirements of the carrier, and properly pack and secure the Goods so as to reach their destination in an undamaged condition. Should any of the Goods supplied be toxic, inflammable or otherwise hazardous this should be clearly marked by the Seller on all packaging and containers containing such Goods.
- 3.7 The Seller shall, immediately before despatch, inspect the Goods for compliance with the Order. The Seller shall, if requested by the Buyer, supply certified copies of records of such inspections free of charge. The Seller shall grant the Buyer or the Buyer's nominated representative, a right of access at all reasonable times for the purpose of checking progress and carrying out or witnessing tests and/or inspection procedures. Such tests and inspection shall not in anyway diminish, affect or impair the Seller's obligations.

4. Risk & Property

- 4.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer's premises or if different to the delivery address specified.
- 4.2 The property in the goods will pass to the buyer on delivery.

5. Price of the Goods and Services

- 5.1 The Price of the goods and the Services shall be as stated in, and paid in accordance with the Order and, unless otherwise so stated, shall be:
 - 5.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. Liability

- 6.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:
 - 6.1.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Specification within 7 days; or
 - 6.1.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach, require the repayment of any part of the Price which has been paid and recover from the Seller any additional expenditure reasonably incurred in obtaining Goods to replace those returned or not delivered or in having the Services performed by an alternative supplier together with any other loss arising by reason of such termination.
 - 6.1.3 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 6.1.3.1 breach of any warranty given by the Seller in relation to the Goods or the Services:
 - 6.1.3.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property of rights of any other person, except to the extent that the claim arises from compliance with any Specification by the Buyer.



- 6.1.3.3 any liability under the Consumer Protection Act 1987 in respect of the Goods.
- 6.1.3.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering, and installing the Goods; and
- 6.1.3.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 6.1.4 The Seller acknowledges that the goods may be incorporated into products by the Seller and then form a small but integral part in a construction or other processes where the loss sustained on account of the failure of the Goods could be out of proportion to the cost of the Goods.
- 6.2 The Seller warrants to the Buyer that the Goods:
 - 6.2.1 will be of merchantable quality and fit for any purpose specified or requested by the Buyer.
 - 6.2.2 will be free from defects in design, material and workmanship
 - 6.2.3 will comply with all statutory requirements and regulations

7. Termination

- 7.1 The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or Services by giving notice to the Seller at any time prior to complete delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services already delivered or performed unless the reason for the cancellation is because the Seller has committed a material breach of any of the terms and conditions of the contract or the financial position of the Seller has deteriorated to such an extent that in the opinion of the Buyer the capability of the Seller to fulfil its obligations under the Contract has been placed in jeopardy.

8. Disputes

- 8.1 To be firstly dealt with by negotiation between the parties in the normal commercial way, and secondly by the English courts.

9. General

- 9.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 9.2 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.3 Rescission or variation of the Contract shall not require the consent of any third party which may have rights under the Contract conferred upon it by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 9.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 9.5 The Contract shall be governed by the laws of England, and the Seller agrees to submit to the exclusive jurisdiction of the English courts.
- 9.6 Any part of the specification or technical requirements supplied by the Buyer to the Seller shall remain the exclusive property of the Buyer and shall not be disclosed to any third party nor used by the Seller except to carry out the Buyer's order.
- 9.7 The Seller shall not be entitled to assign or subcontract the Contract or any part of it without the prior written consent of the Buyer.