

Langdawe Ltd
(T/A Rapid Precision Engineering Co)

Unit 16 Brickfields
Huyton Business Park
Liverpool
L36 6HY
Tele 0151 4821414
Fax 0151 4821112

Email Richard.Aldridge@rapidpe.co.uk

Date: 8th November 2007

Dear Sirs,

Please find attached our Terms & Conditions for all orders place by Our Company.

Can you please supply and deliver to the subject conditions.

Yours truly,

Signed 

Richard Aldridge

Director

Langdawe Ltd

Unit 16 Brickfields
Huyton Business Park
Liverpool L36 6HY
Tel: 0151 482 1414
Fax: 0151 482 1112

(Trading as Rapid Precision Engineering Co)

Purchase Order Terms & Conditions

1. Interpretation

1.1 In these Conditions, the following expressions shall have the following meanings:

"The buyer" shall mean Langdawe Ltd (Trading as Rapid Precision Engineering Co)

"The Conditions" shall mean 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.

"The Contract" shall mean the contract between the Buyer and the Seller for the supply of Goods and/or Services consisting of the Order, these conditions and any other document specified in the Order.

"The Delivery Address" shall mean the address stated on the Order or if no address is stated, the Buyer's premises

"The Delivery Date" shall mean the date for the delivery of the Goods and/or the performance of the Services as stated in the Order

"The Goods" shall mean the goods (including any instalment of the goods or any part of them) described in the Order.

"Government Department" shall mean any UK government department concerned with the supply of the Goods and/or the performance of the Services. If that is the case, the Order will state that the Goods and/or Services are for a Government department and that the Goods and/or Services must meet with Government department requirements.

"The Order" shall mean the Buyer's official purchase order to which these conditions are annexed or otherwise relate.

"The Price" shall mean the price of the Goods and/or the charge for the Services.

"The Seller" shall mean the recipient of the Order

"The Services" shall mean the services or work described in the Order to be undertaken by the Seller on or in respect of the Goods or the Buyer's own Goods.

"The Specification" shall include any plans, drawings, data or other information relating to the Goods and/or Services and provided by the Buyer to the Seller.

"The Writing" includes letter facsimile transmission, e-mail and other comparable mean of communication.

1.2 Any reference in these Conditions to a statute or 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 headings 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 and all Goods purchased by the Buyer from the Seller shall be purchased in accordance with these Conditions and all Services acquired by the Buyer from the Seller shall be acquired in accordance with 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. The Contract is liable to cancellation by the Buyer if not accepted by the Seller in writing within five days of the date of the Order. Without prejudice to the remainder of these conditions if the Contract arises after the lapse of the Order these Conditions shall apply to the Contract.

2.4. No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.5. Any Order or acceptance of an Order by e-mail or other electronic means is deemed received only when the party to whom it is addressed is able to access it in an intelligible form (as defined in the Regulation of Investigatory Powers Act 1998) and whether or not the recipient actually accesses it is immaterial.

3. Price of the Goods

3.1. The Price of the Goods and/or the Services shall be stated on the Order, and, unless otherwise so stated, shall be:

Inclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a V.A.T. invoice); and

Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

4. Payment

4.1 The Seller shall:

send on the Delivery Date advice(s) of delivery and invoice(s) as may be indicated in the Order; and

send a monthly statement of accounts by the fifth day of each month quoting the invoice numbers applicable to each item thereon

Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods and/or Services within 50 days after the end of the month of the later of:

- o the receipt by the Buyer of a proper invoice; or
- o the delivery and acceptances of the Goods and/or Services by the Buyer.

4.2. Payment will be made without prejudice to the Buyer's rights should the Goods and/or Services prove unsatisfactory or are not in accordance with the Order

4.3. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

4.4. The Seller shall not be entitled to interest on any overdue accounts.

4.5. No liability will be accepted for payment or return of packing materials or cases unless previously agreed to by the Buyer.

5. Delivery

5.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the Delivery Date or within the period stated in the Order, in either case during the Buyer's usual business hours.

5.2. Where the Delivery Date of the Goods or performance of the Services is to be specified after the placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

5.3. The time of delivery of the Goods and the performance of the Services is of the essence of the Contract.

5.4. All Goods supplied against the Order must be adequately protected against damage and deterioration in transit and must be delivered, carriage paid for, in accordance with the Buyer's instructions and must prominently bear the description and quantity of the contents and the Order number on the packages thereof. The Goods shall be at the Seller's risk until delivered to the Buyer on the Delivery Date stated on the Order unless the Buyer otherwise agrees in writing on the Order.

5.5. 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 will not be severable.

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

5.7. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.

6. Title

6.1. Legal title in the Goods shall pass to the Buyer immediately upon delivery on the Delivery Date or payment if earlier without prejudice to the Buyer's right to reject the Goods.

6.2. All tooling machinery or equipment manufactured or obtained by the Seller specifically for the purpose of manufacturing the Goods or performing the Services shall become the property of the Buyer immediately upon completion of the Contract

7. Quality of Goods

7.1. The Buyer's inspector or representative and any inspector or representative of a customer of the Buyer or of any Government Department shall be entitled on the Buyer's authority to inspect and test the Goods which are the subject matter of the Order during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing. The Seller will provide the Buyer with such test certificates as the Buyer may require. Such inspection does not relieve the Seller of any liability nor does it imply acceptance of the Goods. The Seller shall take such steps as the Buyer may require following such inspection to ensure the Goods and/or Services comply with the Contract.

7.2. The Seller warrants to the Buyer that the Goods:

will be as specified in the Order and/or as agreed in Writing by the Buyer;

will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;

will be free from defects in design, material and workmanship;

will correspond with the Specification;

will comply with all statutory requirements and regulations relating to the sales, manufacture, packing and delivery of Goods.

7.3. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such standard of quality as is reasonable for the Buyer to expect in all the circumstances.

7.4. The seller will notify the buyer of any requirements relative to the following:

Notification of Non-Conforming Product and

Arrangements for organisation approval of supplier Non-Conforming material

7.5 The seller will notify the buyer of any changes in the product and/or process definition and, where required, obtain organisation approval

8. Cancellation of Contract

8.1. 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:

to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the contract within seven days; or

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 and require the repayment of any part of the Price which has been paid; and

the Buyer shall be entitled to reimbursements in respect of all losses and/or expenses which result directly or indirectly by reason of any one or more of the following matters:

- o failure by the Seller to deliver the Goods or perform the Services on the Delivery Date;
- o delay by the Seller in delivering the Goods and/or perform the Services on the Delivery Date;
- o failure of the Supplier to comply strictly with the Specification or failure to comply with British Standard Specifications and Conditions where applicable;
- o the Goods and/or Services being below the specified standard or failing to pass such inspection or test as may be required by the Buyer that the Goods: required by the Buyer or the Buyer's customer or his agent or by any Government Department or otherwise being of unsound workmanship or not being fit for the purpose for which they are required;
- o failure by the Seller to comply with any of the requirements listed in clause 8.2.

8.2. Without prejudice to any other remedies of the Buyer, the Seller shall as soon as reasonably practicable repair or replace all Goods which are or become defective during the period of 12 months from the Delivery Date where:

- o Such defects occur on proper usage and are due to faulty design, the Sellers erroneous instructions as to use or erroneous data or inadequate or faulty materials or workmanship; or
- o any other breach of the Sellers warranties and conditions, express or implied.

8.3. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the Delivery Date, installation or passing of tests (if any) whichever is appropriate after repair or replacement.

8.4. If any Services are found to have been performed defectively within 12 months of the date of their performance, the Seller shall forthwith upon notice thereof perform the same.

8.5. The Buyer's right of rejection under this clause may be exercised by notice in Writing to the Seller within fourteen days of the Buyer becoming aware of such defect or such other period specified on the Order and in the event of rejection by the Buyer, the Seller shall, within a reasonable time remove the Goods and replace them in accordance with the Order.

9. Confidentiality/Announcements

9.1. The Order and the subject matter thereof shall be treated as confidential between the Seller and the Buyer and shall not be disclosed by the Seller or any sub-contractor of the Seller or any third party or used by the Seller or any sub-contractor for advertisement, display or publication without the Buyer's prior consent.

10. Buyer's Consent Required

- 10.1 The Seller agrees neither to quote nor supply parts to the Specification to any third party without the Buyer's consent in Writing.
- 10.2. Without the Buyer's prior consent in Writing no maker's name or maker's marks must appear on material embodied in Goods supplied under the Order.
11. No Assignment
- 11.1. The Order is personal to the Seller and no part of the Order shall be assigned or transferred by the Seller without the Buyer's previous consent in Writing. Where such consent is given it is conditional upon the Seller's sub-contractor or assignee accepting the Conditions agreed between the Buyer and the Seller.
12. Intellectual Property
- 12.1. The Seller will keep the Buyer indemnified against all claims of whatsoever nature (including royalties, damage or other losses) arising from the use by the Seller of patented apparatus, articles of processes embodied or used in the completion of the Contract. This is to include registered designs, copyrights or trademarks.
- 12.2. All tools, patterns, materials, drawings, Specifications and other data provided by the Buyer in connection with the Order are confidential and shall not be disclosed by the Seller, save for the purpose of completing the same. In addition, any patents, copyright or registered designs arising from the execution of the Order shall become the Buyer's property.
13. Indemnity
- 13.1. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awards against or incurred or paid by the Buyer as a result of or in connection with:
- o breach of any warranty given by the Seller in relation to the Goods or the Services;
 - o any claims that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - o any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - o any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods; and any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 13.2. The Seller will keep the Buyer indemnified in respect of all losses/expenses including consequential loss caused to the Buyer or for which the Buyer may be liable to third parties which results during or after proper use directly or indirectly from defective Goods or Services performed by the Seller or from defective workmanship or design (except were the design is provided by the Buyer).
- 13.3. The Seller will keep the Buyer indemnified against any damage to the Buyer's property (including any materials, tools or patterns sent to the Seller for any purpose) against any claims for loss or injury to any person or to the property of any person by reason of negligence or of any act or omission on the part of the Seller or the execution of the Contract.
14. Government Requirements
- 14.1. Where it is indicated that the Order is for Government Department requirements, the Order will also be subject to the latest issue of Government Department standard conditions and specifications unless otherwise stated.
- 14.2. In the case of any conflict between these Conditions and any Government Department conditions that may be applicable, the latter shall prevail.
15. Waiver of Rights
- 15.1. Any concession made or latitude allowed by the Buyer to the Seller shall not affect the strict rights of the Buyer under the Contract.
16. Severability
- 16.1. If any provision of these Conditions shall be held 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 continue in full force and effect.
17. Termination
- 17.1. If the Seller:
- o being an individual (or when the Seller is a firm, any Partner of the firm) shall at any time become bankrupt, or enter into any voluntary arrangement with his creditors (within the meaning of the Insolvency Act 1986); or
 - o being a Company becomes subject to an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction);
 - o has a Receiver or Manager appointed over the whole or any part of the Seller's assets; or
 - o ceases or threatens to cease to carry on business; or
 - o the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly, then the Buyer shall be at liberty to:

- cancel the Contract summarily by notice in Writing without compensation to the Seller; or
- give any such Administrative Receiver or Liquidator or other person the option of carrying out the Contract.

17.2. The exercise of any of the rights granted to the Buyer by this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.

18. Terms to Prevail

18.1 These conditions shall take precedence over any printed conditions appearing on any quotation, acceptance form, delivery form, invoice or other documents or letter emanating from the Seller or any other communication unless otherwise expressly agreed in Writing by the Buyer and such conditions shall have no effect whatsoever except in so far as to confirm the terms of the Order.

19. Force Majeure

19.1 In the event of any strike, lockout or other industrial action, fire explosion or accident or of any stoppage of the Buyer's business or work or any other matter beyond the Buyer's control which may prevent or hinder the use of the Goods, the subject or the Order, or the Buyer's ability to take delivery of the same, the delivery of such Goods or the completion of the Services and the payment therefore may be suspended or postponed at the Buyer's option until the circumstances preventing or hindering the use of such Goods or delivery thereof has ceased. In this event the Seller shall be responsible for the safe storage of the Goods and prevent their deterioration.

20. Jurisdiction

20.1 The Contract shall be construed in all respects in accordance with English Law and any disputes as to the terms, conditions or subject matter hereof or arising hereunder shall be referred to a single arbitrator appointed by agreement between the parties hereto or in default of such agreement by the President for the time being of the Law Society of England on the application of either party. The Arbitration Act of 1996 or any subsequent re-enactment thereof shall apply to any arbitration hereunder.

21. Notices

- 21.1 Any notice required or permitted to be given or served hereunder shall if required to be in Writing be given or served:
- o by leaving the same or sending the same by first class recorded delivery post in a pre-paid envelope addressed to the Buyer or Seller at its address shown on the Buyer's Order form or the Seller's invoice (as the case may be) and a notice so given or served shall be deemed to be given or served on the day it so left on or the second working day following that on which it was posted as the case maybe; or
 - o by facsimile reproduction in which case the notice shall be deemed served upon completion of transmission.

22. Rights of Third Parties

22.1 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Acts 1999 to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

23. Rights of Access

23.1 The Seller shall not unreasonably refuse permission for nominated external parties, in particular the Buyer, the Buyer's customer and any regulatory authorities to enter the premises under the Seller's control to be used by the Seller in carrying out the Contract but no such inspection shall otherwise relieve the Seller of its obligations under Contract.

24. Retention of Records

24.1 If the Order is not in pursuance of an APPH Ltd or APPH Runcorn MRO or APPH (Bolton) Ltd Purchase Order then the Seller is required to retain all records for a 10 year period. Otherwise records must be retained in accordance with customer requirements.

Signed 

Paul Brennan

Director

Signed 

Richard Aldridge

Director