

Purchase Order Terms & Conditions

Definitions

In these Terms & Conditions the following phrases shall be interpreted as having the following meanings. "Company" shall mean Russell Finex Limited. "Order" shall mean an order placed by the company for the supply of goods, items or services. "Supplier" shall mean the Person or Company with whom the order is placed. "Goods" means the articles or items as shall be supplied to the Company. "Proprietary Goods" shall mean unused Goods of a standard type not designed or modified by the Company or Supplier on our instructions or by some third party on our behalf. "Contract" shall mean the contract for the sale & purchase of goods, proprietary and the supply of services constituted by any order and its acceptance. "Intellectual Property Rights" shall mean any patent, rights in copyright, design rights, registered design, know how, trade or service mark, rights in electronic data bases, applications, topography rights and any equivalent or similar intellectual property Right in any jurisdiction throughout the world including any application to the right to apply for one of the foregoing "Services" means the service as shall be supplied to the Company

General

The Following Terms & Conditions govern all contracts made by the Company for the supply of goods & services. Unless expressly accepted by the Company in writing, no terms or warranties inconsistent with these conditions shall apply to any such contract. All Terms of the contract between supplier and the company are set out on the Lines, Order Qty, Part Number/Description Rev, Unit Price, Price & Tax of our order form, Specifications, drawings, samples agreed.

Acceptance

The Company shall not be liable for any Order unless & until it is issued or confirmed on Company issued official order form, sent by post or electronically. No variation of the order shall be binding on the company without prior agreement in, by our duly authorised representative, including change of price. Failure to acknowledge the order within 14 days of date of order may result in withdrawal by the company without notice, acknowledgement of order and commencement of performance, or delivery of goods shall be deemed to constitute acceptance of these Terms & Conditions.

Quality

All Goods shall conform in every respect to the specifications, drawings, samples or descriptions furnished or adopted by the company and be merchantable and free from defects in design, material and workmanship. In the case of proprietary goods supplier shall give the company advanced notice of all changes in specification or design. The Supplier shall on notification of non-conformance, immediately undertake to rectify, replace or repair, at the company's discretion, all such affected goods within ten (10) days of our notification and take corrective action to prevent recurrence of such non-conformance. The company or the customer's representative(s) shall be entitled to verify at source or after receipt that the goods conform to our specified requirements. Supplier will establish such quality and specification control processes including testing and inspection and such documentation and certification as may be necessary to comply with the order. We shall or our customer be entitled to carry out surveillance, audit of above processes, access shall be given, which we may be required to carry out above.

Competence

The Supplier shall ensure their capability to fulfil the requirements of the product and or service, including their sub-suppliers as shown on company drawings, specifications and or purchase orders, including availability of qualified people and any required qualification(s).

Tooling

All materials, drawings, patterns, gauges, tooling, castings, samples, specifications and other technical data prepared in conjunction with the order shall be our exclusive property unless otherwise agreed and we may reproduce, use the said items freely for any purpose.

Guarantee

If, within the guarantee period named in the order, or if no period is named, twelve (12) months from the date of supplier's final invoice.

Delivery & Time

The Supplier shall deliver goods at the time, in the sequence, at the place and in the manner specified on the order, or in accordance with our written instructions. We reserve the right to adjust our specified rate of delivery at any time. Suppliers shall ensure adequate packaging identification and other necessary protective measures are afforded to all goods always to preclude damage and deterioration due to physical or environmental causes. All goods must be delivered carriage paid, unless otherwise stated on our order, at your risk to such destinations as we may direct, we reserve the right to make alternative delivery arrangements and to claim an allowance equal to any carriage charge. We will not return or pay for packaging materials unless previously agreed. Supplier shall provide the company with invoices, packaging slips, advice and other certification that we shall from time to time specify, documents shall state the order, part number and descriptions, specifications, serial, batch/lot or shelf life dates at time of delivery. We may cancel the order if the supplier fails to deliver the goods by the specified dates without any liability except to pay for goods already accepted. The right of cancellation is without prejudice to any other remedy we may have and agreed liquidated damages.

Passing of Property

Property in the goods shall pass to the Company on delivery to the Company's work's or other designated place, but without prejudice to any right of rejection which may accrue to the Company.

Payment

Prices shall be those stated on the order. Payment shall be made at the end of the second month following the month of delivery unless previously agreed. Any such express provision shall be subject to adjustment in the event of any delay in performance of the contract by the Supplier. Where a due date is specified in the order, the date for payment shall not be calculated from before that date notwithstanding that the supplier effects earlier delivery. All invoices rendered to the Company must bear the order, part number, any other such details as may be required to identify the goods to which the invoice relates. Payments made by the Company are without prejudice to the Company's rights of rejection should the goods be or prove to be unsatisfactory.

Intellectual Property Rights

Supplier will not apply for any letters, Patent or registered design in relation to the goods or service of said items. This Order nor our Company name shall be used by the supplier for advertisement or publicity purposes without our prior written consent. Unless otherwise agreed in writing between the parties all intellectual Property Rights created by or on behalf of the Company in the performance of the contract or which otherwise relates to the Goods and or Services shall become and shall remain the exclusive property of the Company and shall vest in the company at the same time they are created. The Supplier agrees to undertake all such additional acts and deeds free of charge, as the company shall require to vest any intellectual Property Rights in the Company pursuant to above, free of any incumbrance.

Regulations & Certification

Where goods, services are required for Food, Pharmaceutical, Pressure equipment, ATEX or other UK, International Regulations and are to be inspected and tested certified under said regulations, full data books, manuals, drawings, test results, certification is required.

Labour

Supplier Shall not employ directly or indirectly Forced, Slave or Child labour as defined in English Law.

Conflict Materials

Conflict materials or minerals shall not be bought direct or indirectly, that aid armed groups that directly finance or benefit said. Conflict materials or minerals include ivory, diamonds, tantalum(Ta), tin (Sn), tungsten (W) and gold (Au) but are not limited to these.

H&S

Health & Safety, welfare and outworkers shall comply according to the Laws of England. Supplier shall provide training, PPE, instructions, processes, knowledge of such regulations to keep safe company or customers representative(s) when carrying out their activities.

Environment

Supplier Environmental processes shall comply according to the Laws of England. Supplier shall provide training, PPE, instructions, processes, knowledge of such regulations to keep safe company or customers representative(s) when carrying out their activities.

Indemnity

The Supplier Shall Indemnify the Company, its customers, employees, sub-contractors, agents in respect of all loss(including consequential loss), damage and injury suffered by such party to the extent that the same shall have been caused by any defect(weather latent or patent) in goods, service, or by breach of contract or by negligence of the supplier, directly or indirectly connected with the contract.

Force Majeure

Neither the company or supplier shall be liable to the other for any failure to fulfil obligations under the order if such failure is attributable to force majeure.

Law

The Order and all matters arising Shall be constructed and take effect according to the laws of England and courts of England. The International rules for the interpretation of Trade Terms known as C.I.C.C. Incoterm 2020 as amended from time to time, shall apply to the contract but subject to the remainder of these Terms & Conditions which shall prevail in the event of any inconsistency.