

GEORGE TAYLOR & COMPANY LIFTING GEAR (MIDLANDS) LTD.
(afterwards called "The Company")

CONDITIONS OF PURCHASE

1. The terms and conditions set out below apply to all purchases whether of goods or services by the Company and apply notwithstanding any terms and conditions whether any standard form or otherwise which the Supplier seeks to impose with regard to the supply and the Company shall not be bound by any other terms unless the same are expressly agreed writing signed by a duty authorised officer of the Company.
2. The Company shall not be bound to accept or make payment for goods and services unless the same comply in all respects with the Purchase order as to quality, quantity, testing, marking, certification and with the terms of all specification and drawings relating thereto.
3. Delivery shall be at such times and in such manner as the Company shall instruct and in this respect time shall be of the essence of the contract.
4. Payment will be made for goods and services supplied in accordance with the Company's usual method of payment.
5. The Supplier warrants that all goods supplied and work carried out comply with statutory requirements and do not infringe patents, trade marks, registered design copyright and other like protection.
6. All goods supplied hereunder shall be tested, marked and certified as required by the Legislation in force at the time of delivery of the goods for the testing, examination, marking and certification of lifting machinery and equipment.

Test Certificates will be delivered to the Company at the time of delivery of the goods. The Company and Aldridge Testing Limited are authorised by the Supplier and/or its approved Test house and appointed Tester to issue Test Certificates on its and their behalf.
7. The Company shall be entitled in the event of Act of god, accident, industrial action or other such incident to cancel the order or delay supply in accordance therewith.
8. In addition to the rights of the company implied by Law and Statute the Supplier will indemnify and serve harmless the Company against all costs, claims, payments demands, expenses and losses (including contingent, financial and other losses.) occasioned as a result of any defect in the goods supplied or in their testing, marking or certification, or work carried out and no exclusion or limitation of such liability is permitted.
9. All materials, tools, patents, plans and other goods and documents supplied by the Company to the Supplier or paid for by it shall become and remain the property of the Company and the Supplier shall keep the same in good condition and arrange such insurance in respect thereof as would be arranged by a prudent owner.
10. The Supplier warrants to the Company that it has complied in all respects with the Health and Safety requirements of the E.C Machinery Directives and all statutory instruments, pursuant thereto and other legislation and will indemnify the Company against all losses, costs, damages, claims and demands arising by or in respect or in breach or non-compliance therewith.
11. The Law applicable to these conditions shall be that applicable in England and Wales and no other.