



FieldInternational

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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1 Definitions

In these terms and conditions, the following words shall have the following meanings:

- 1.1 **'Buyer's Provisions'** has the meaning given in clause 3.4;
Buyer is the seller's customer as detailed on the order acknowledgement.
- 1.2 **'Delivery Date'** means as specified in the seller's order acknowledgement.
- 1.3 **'Goods'** means as specified in the seller's order acknowledgement
- 1.4 **'Payment Date'** means *30 days from invoice*;
- 1.5 **'Price'** means the value shown against the goods in the seller's order acknowledgement
- 1.6 **'Seller'** means Field International Limited
- 1.7 **'Buyer'** means the entity placing the order on the Seller

2 Order

- 2.1 The Buyer orders, and the seller agrees to sell to the Buyer, the Goods at the Price for delivery by the Delivery Date.
- 2.2 The quantity and description of the Goods are set out in the order acknowledgement previously communicated by the Seller to the Buyer.

3 Conditions applicable

- 3.1 The sale of the Goods by the seller to the Buyer that is constituted by and recorded in these terms and conditions shall be governed solely, throughout the performance of these terms and conditions and for as long as obligations subsist under or in connection with these terms and conditions, by the express provisions of these terms and conditions.
- 3.2 Subject to clause 3.10 no provision other than a provision that is expressly set out in these terms and conditions shall become part of these terms and conditions and
- 3.3 Clause 3.2 shall apply regardless of:
 - 3.3.1 the manner in which or the time at which the Buyer purports to proffer or incorporate such other provision(s) into these terms and conditions for the supply of goods and services and
 - 3.3.2 whether the Buyer invokes, proffers or seeks to bring into effect such other provision(s) by way of contract term or notice.
- 3.4 For the avoidance of doubt, and in accordance with this clause 3 generally:
 - 3.4.1 the reference to a provision that is not set out in these Terms and Conditions for the supply of Goods and Services includes (without limitation or other prejudice to the general meaning of such reference) any provision emanating from standard terms or conditions routinely proffered or employed by the Buyer in the course of the Buyer's business or profession ('Buyer's Provisions') that the Buyer invokes, proffers, or purports to bring into effect as governing these Terms and conditions for the supply of goods and services; and
 - 3.4.2 the Buyer acknowledges and agrees that the seller shall not be bound by any of the Buyer's Provisions.
- 3.5 An order for the Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these terms and conditions.
- 3.6 The seller shall have accepted that offer only when it has indicated in writing to the Buyer that it has accepted that offer.

- 3.8 The Seller will provide an order acknowledgement when it has agreed to sell the goods to the Buyer
- 3.9 Acceptance of the delivery of the Goods shall occur and be deemed to occur immediately on the entry or inscription of the Buyer's or of any agent of the Buyer's signature on the Seller's standard delivery note, which entry or inscription shall immediately constitute, and be deemed to constitute, conclusive evidence of the Buyer's satisfaction with and acceptance of the Goods.
- 3.10 No purported variation of any of the provisions of these terms and conditions for the supply of goods and services, whether such purported variation purports to have been made or to be made before or after the acceptance of these terms and conditions, shall apply to or affect these terms and conditions nor become binding on the seller, unless and until the seller has agreed to it in writing and in terms that conform to clause 13.2.

4 Description

The Buyer acknowledges and agrees that any description which is given or applied to the Goods:

- 4.1 is solely for purposes of reference and does not constitute or afford the basis for any express or implied undertaking that the Goods correspond with or conform to such reference; and
- 4.2 shall not make this Agreement a sale by description; and
- 4.3 is not and has not been relied on by the Buyer when entering into this Agreement.

5 Price

The Buyer shall pay the Price for the Goods as stated on the seller's invoice and not (where different) as expressed in any quotation, estimate or documentation, or given orally.

6 Payment

- 6.1 Payment for the Goods shall be made on the Payment Date
- 6.2 All amounts stated are exclusive of VAT and any other applicable taxes or levies, which shall be charged in addition at the rate in force at the date any payment is required from the Buyer.
- 6.3 If payment is not received by the due date, the seller at its exclusive discretion shall be entitled:
- 6.3.1 to charge interest on the outstanding amount at the rate of 3.5% per annum above the base lending rate of HSBC Bank, accruing daily; and/or
- 6.3.2 to require that the Buyer make a payment in advance of any delivery not yet made; and/or
- 6.3.3 not to make any delivery.

7 Delivery

- 7.1 Delivery will be made in accordance with the Inco terms noted on the order acknowledgement
- 7.2 Unless otherwise noted on the order acknowledgement, the cost of delivery is included in the price.
- 7.3 Blank
- 7.4 For the avoidance of doubt, both the Delivery Date and any other date given under or pursuant to this Agreement is no more than an estimate, and the seller's conformity with such date is not, and shall not in any event or circumstance be or become, of the essence of these terms and conditions.

8 Risk

The risk in the Goods shall pass to the Buyer on the Delivery Date.

9 Property

9.1 The property in the Goods shall not pass to the Buyer until the seller has received the full amount of the Price and any other sums that are owed to the seller by the Buyer.

9.2 Clause 9.1 shall apply irrespective of whether delivery has been made.

10 Acknowledgments

The Buyer acknowledges and agrees:

10.1 that the Buyer, or their agent has had a reasonable opportunity to inspect the Goods before signing the seller's delivery note;

10.2 that the Buyer or their agent has inspected the Goods before signing the Seller's delivery note;

10.3 that the Buyer or their agent has satisfied itself as to the condition of the Goods before signing the seller's delivery note;

10.4 that the sole and exclusive undertaking given by the seller as to the quality or fitness for any purpose of the Goods shall be that (if any) set out in Schedule 1;

10.5 that except and in so far as is provided (if at all) in Schedule 1:

10.5.1 The seller gives no representation or undertaking, and shall be bound by no condition, warranty, innominate term or other obligation (whether express or implied, and whether imposed or implied by statute, at common law or otherwise) concerning the condition, quality, physical state or attributes, location, origin, fitness or suitability for any purpose, or conformity with description or sample, of the Goods;

10.5.2 all liability on the part of the seller in respect of the matters referred to in clause 10.5.1 is excluded; and

10.5.3 the Buyer undertakes not to bring any claim or resort to any proceeding in respect of the matters referred to in clause 10.5.1;

10.6 that the entry or inscription of the Buyer's signature, or that of their agent on the seller's delivery note on delivery of the Goods to the Buyer shall be conclusive evidence that the Buyer has examined the Goods and that the Goods correspond in every respect with the Goods that the Buyer is entitled to receive under this Agreement.

11 Defects

11.1 The seller may, at the seller's exclusive and unqualified discretion, make good either by repair or by the provision of a replacement, any defect which, following proper use of the Goods, appears in the Goods within a period of 12 months after the Goods have been delivered, provided that:

11.1.1 the Buyer notifies the seller in writing of the claimed defect(s) immediately on their appearance; and

11.1.2 The seller is satisfied that the sole cause of the defect(s) is:

11.1.2.1 faulty design (other than a design made, furnished or specified by the Buyer

11.1.2.2 faulty materials, or

11.1.2.3 faulty workmanship, and

11.1.3 all Goods claimed to be defective are returned to the seller at the expense of the Buyer within the period stipulated by the seller, following the sellers receipt of notice in accordance with clause 11.1.1.

11.2 Repaired or replacement Goods shall:

11.2.1 be delivered to the Buyer at the original place of delivery; and

11.2.2 be subject in all other respects (*mutatis mutandis*) to the provisions of this Agreement, and in particular, without limitation and in accordance with clause 11.4 and clause 11. The seller undertakes no responsibility for the condition, quality, physical state or attributes, location, origin, fitness or suitability for any purpose, or conformity with description or sample, of such repaired or replacement Goods or any portion, part or component of them.

11.3 As an alternative to the discretion expressed in clause 11.1, and in the event that the Buyer has already paid the Price when the Buyer notifies the claimed defect to the seller, the seller may, at its exclusive and unqualified discretion:

11.3.1 refund the Price of the Goods to the Buyer; and thereafter

11.3.2 recover possession of the Goods from the Buyer.

11.4 The redress afforded by this clause 11 is without prejudice to the other provisions of this Agreement.

12 Blank

13 Defences and variations

13.1 Force majeure

The seller reserves the right to defer the date of delivery and/or performance, or to cancel the contract or reduce the volume of the goods and/or services ordered by the buyer (without liability to the buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days the Seller shall be entitled to give notice in writing to the Seller to terminate the order

13.2 Amendments

These terms and conditions may be amended only by formal amendment in writing signed by duly authorised representatives of the parties.

13.3 Waiver

13.3.1 No inaction, omission, failure or delay by the seller in exercising or securing the enforcement or validity of any right, power, privilege or demand arising under or in connection with these Terms and conditions, and no single or partial exercise of any such right, power, privilege or demand shall impair the existence, operation, content, effect and enforcement of the said right, power, privilege or demand, or operate as a waiver of it.

- 13.3.2 The rights and remedies provided in these Terms and conditions for the supply of goods and Services are cumulative and (subject to clause 14.1) not exclusive of any rights and remedies provided by law.

14 No agency or partnership

- 14.1 These terms and conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties, other than, and except as provided for in, the contractual relationship expressly provided for in these Terms and conditions for the sale of goods and services.
- 14.2 Neither party shall have, nor shall either party represent that it has, any authority to make any commitments on the other party's behalf.

15 Law and jurisdiction

The validity, construction and performance of these terms and conditions and of all other rights and liabilities arising in connection with these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts, to which the parties submit.

16 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, these terms and conditions are not intended to, and does not, confer on any person who is not a party to these terms and conditions any right to enforce any of its provisions