

**IK-ECO LIMITED**  
**STANDARD TERMS AND CONDITIONS OF PURCHASE**

**1. Definitions**

In these Conditions :-

'these Conditions' shall mean the terms and conditions contained herein.

'the Contract' shall mean these Conditions, the Purchase Order and/or Quotation and the documents listed therein.

'the Goods' shall mean the goods described in the Purchase Order and/or Quotation.

'the Purchase Order' shall mean a document headed 'Purchase Order', and/or a Quotation, together with any amendment thereto signed by or on behalf of the Purchaser, and issued to the Supplier.

'the Purchaser' shall mean IK-Eco Limited.

'the Supplier' shall mean the person or persons or firm or company to whom the Purchase Order is issued.

**2. Pricing and payment**

- (a) The price of the Goods shall be as stated in the Purchase Order and/or Quotation and except as otherwise agreed in writing between the parties shall be the total compensation payable to the Supplier under the Contract.
- (b) Unless otherwise agreed in writing by the Purchaser, the price shall include as appropriate (i) secure and proper packaging acceptable to the Purchaser and (ii) the cost of delivery to the address specified under Clause 3 hereof.
- (c) The Purchaser reserves the right to set off any sums in respect of which the Supplier may be indebted or in default to the Purchaser whether or not in connection with the sale or supply of the Goods.
- (d) No payment made by the Purchaser shall in any way be construed as acceptance of any of the Goods supplied or work or services performed by the Supplier or any of its sub-contractors and no payment shall in any way impair or restrict any rights or remedies the Purchaser may have under the Contract or otherwise for and in connection with the supply of the Goods and/or the performance of work or services under the Contract by the Supplier or any of its subcontractors.

**3. Delivery**

- (a) The Goods shall be securely and properly packed by the Supplier and, if applicable, in accordance with any instructions given by the Purchaser and delivered to the address specified on the Purchase Order (hereinafter called 'the Place of Delivery'). The Supplier shall give reasonable notice to the Purchaser of the time of delivery.
- (b) Delivery in instalments or separate consignments shall be permitted only with the prior consent in writing of the Purchaser and only in accordance with the terms of such consent, and such permission, if given shall not entitle the Supplier to claim payment prior to delivery of the whole of the Goods, unless otherwise expressly agreed in writing by the Purchaser.

**4. Risk and title**

- (a) In no circumstances shall the risk or damage to or loss or destruction of the Goods pass to the Purchaser prior to delivery of the Goods to the Place of Delivery.
- (b) Title in the Goods or any part thereof shall pass to the Purchaser on delivery of or on payment for the Goods whichever is the sooner.

**5. Quality**

- (a) (i) All Goods shall be provided in a professional manner using all due care and skill and shall, on delivery to the Purchaser, be of merchantable quality, fit for the purpose for which the Purchaser requires them and where applicable in accordance with the Purchaser's specifications, (ii) All Goods shall comply in all respects with the terms of the Contract and all warranties or representations given or made on behalf of the Supplier or implied at law.
- (b) The Supplier shall satisfy itself that it understands the Purchaser's requirements in order to comply with the obligations contained in Sub-clause (a) above.

**6. Defects**

- (a) If, on inspection or test, (whether at any time prior to or after delivery) any Goods are found to be faulty in quality, damaged, defective, or not to comply with these Conditions (including Goods damaged in transit), the Purchaser may, at its option, (i) reject the whole or any part of the Goods in which event any payment previously made therefor shall be refunded to the Purchaser or (ii) require the Supplier at its own cost to rectify any defect or (iii) undertake or procure at the risk and expense of the Supplier the rectification of any defect.
- (b) In addition to its remedies under Sub-clause (a) above the Purchaser shall be indemnified by the Supplier against all loss, damages, costs, charges, expenses or claims (including without limitation any claims by third parties) arising by reason of any failure of the Goods to comply with Clause 5 (a) or any other terms of these Conditions whether express or implied by statute, common law, custom or otherwise or by reason of any act or omission of the Supplier, its servants, agents or sub-contractors in the performance of the Contract.

**7. Health and safety**

- (a) The attention of the Supplier is drawn to the obligations imposed by the Health and Safety at Work etc. Act 1974 on substances for use at work to ensure, so far as is reasonably practicable, that the Goods can be used, cleaned, maintained, handled, processed, stored or transported (without risks to health at all times).
- (b) On or before delivery of the Goods to the Purchaser, the Supplier shall provide to the Purchaser in connection with the Goods information about the use of the Goods to ensure that the Goods will be safe and without risks to health where used.
- (c) Nothing contained in the foregoing provisions of this Clause shall be construed as relieving the Supplier or in any way detracting from any obligation or liability the Supplier may have under the Health and Safety at Work etc. Act 1974 or any modification or re-enactment thereof, or under any other statute, statutory instrument or regulation applicable to the Goods and the use thereof.

**8. Termination of the Contract**

- (a) In addition and without prejudice to the Purchaser's right to terminate the Contract or any part thereof under any other provision in these Conditions, the Purchaser shall have the right at its sole discretion to terminate the Contract or any part thereof at any time prior to discharge of the Contract by performance by giving notice in writing to the Supplier under this Sub-clause.
- (b) The Purchaser shall have the right to terminate the Contract or any part thereof forthwith:
  - if the Supplier shall be in breach of any of the obligations set out in these Conditions or in the Purchase Order.
  - if there is a material change in market conditions.
- (c) The Purchaser, shall in no event be liable to the Supplier for any loss of profit, loss of use or loss of trading revenue, whether arising in connection with or as a result of such termination or otherwise.

**9. Labelling and instructions**

- (a) The Supplier warrants that the packaging and labelling of the Goods shall comply in all respects with any requirements of any statute, order or other instrument having the force of law, which may be in force at the times when the Goods are supplied.
- (b) All marking and labelling of the Goods (i) necessary to ensure safe and proper handling, processing, storage and transport and (ii) as particularly required by the Purchaser shall be carried out by the Supplier.
- (c) Hazardous goods must have prominent warnings in English and any other language as may be specified in the Purchase Order on all packing and documents.

**10. Liens and claims**

The Supplier shall indemnify and hold the Purchaser harmless from all liens and other encumbrances against the Goods or any property belonging to or in the possession of the Purchaser .

**11. No waivers**

No failure on the part of the Purchaser at any time or from time to time to enforce or to require the strict adherence and performance of any of the terms, Conditions and provisions of the Contract shall constitute a waiver of such terms, Conditions or provisions and/or affect or impair such terms, Conditions or provisions in any way or the right of the Purchaser at any time to avail itself of such remedies as it may have for each and every breach of such terms, Conditions or provisions.

**12. Conditions**

No servant or agent of the Purchaser has any authority to agree to any variation of or addition to these Conditions, unless such variation or addition is expressed in writing and specifically agreed and signed on behalf of the Purchaser by a director or other person duly authorised by the Purchaser. Subject to the foregoing provisions of this Clause, nothing contained in any document issued by the Supplier (irrespective of whether same is referred to in the Purchase Order) shall in any way modify or vary these Conditions.

**13. Legal construction**

Unless otherwise agreed in writing this Contract shall in all respects be construed and governed by the law of England and subject to Clause 24 the parties agree to submit to the jurisdiction of its Courts.