

**BSP INTERNATIONAL FOUNDATIONS LTD  
INSTRUCTIONS**

1. A duplicate detailed Advice Note must be sent to the postal address of the Buyers at Claydon on the same day as the goods are despatched, containing the following particulars:-  
The Purchase Order Number, the number or desc. Of the wagons or other conveyance in which the goods or material are despatched, the number of packages (count, volume and/or weight), mode of transit, the name of sending station and the name of accepting Railway or Transport Company. One copy also to be sent to site of delivery.
2. Order Number in full must be quoted on all Advice Notes and Invoices. Separate invoices must be rendered for all goods delivered against different Purchase orders.
3. Acknowledgement of this Purchase Order must be made within 7 days. If the date of delivery and any prices are not stated on the Purchase Order they must be mentioned in the acknowledgement and confirmation obtained. This acknowledgement must be addressed to the Buyers at Claydon.
4. Where Packing cases are returnable, it must be clearly stated on the Advice and Invoice. If packing cases are charged for, separate accounts must be rendered for their value.
5. All patterns and drawings supplied by the Buyers will remain their property and must be returned in good order and condition, unless otherwise stated by the Buyers, with goods on completion of the order and must not be copied or used for any other purpose than for the completion of this order.

**CONDITIONS OF PURCHASE**

Unless otherwise agreed in writing these General Conditions shall be the only conditions on which the company (meaning BSP I.F. Ltd) shall require the Supplier (meaning the person to whom this order is addressed) to supply Goods (meaning the goods specified overleaf) or Work (meaning the work specified overleaf) to the Company.

**1. SUPPLIER TO CONFORM WITH TERMS OF THE ORDER**

The quantities specified in this order shall not be exceeded nor the specifications modified without the prior authorisation of the Company on the Company's Official Order Form. The cost of any modifications of any kind introduced by the Supplier without such prior authorisation shall be entirely met by the Supplier.

**2. ACKNOWLEDGEMENT AND ACCEPTANCE**

The Supplier shall acknowledge this order within 7 days on the Acknowledgement slip provided. Acceptance of this order shall constitute acceptance of these Conditions and any variation or modification which appears in the Supplier's acceptance or otherwise shall be without effect. Unless previously accepted by the Company.

**3. DELIVERY AND PASSING OF TITLE**

- a) All Goods shall be delivered as instructed in this order.
- b) The Company reserves the right to reject any Goods which are faulty or do not conform to the standard or descriptions specified. The Company may return such Goods to the Supplier at the sole risk and expense of the Supplier and may require the Supplier to correct the Goods at the Supplier's expense.
- c) upon delivery in accordance with Condition 3a) hereof risk of loss or damage to the Goods shall pass to the Company. Title to the Goods shall pass to the Company on such delivery except where title has always remained in the Company.
- d) Where any date is stated in this order or in any schedule hereto time shall be of the essence of the Contract. Without right to cancel the contract wholly or in part where the order has not been executed by the date specified.

**4. DAMAGE OR LOSS IN TRANSIT**

The Supplier will repair or replace free of charge, Goods damaged or lost in transit, provided the Company shall give the Supplier written notification of such damage or loss within such time as will enable the Supplier to comply with the Carrier's conditions of carriage as affecting loss of damage in transit, or where delivery is made by the Seller's own transport, within a reasonable time.

**5. PATENT LIABILITY**

The Supplier warrants that the manufacture, use, sale or disposition of any Goods supplied and the performance of any work required pursuant to this order shall not violate or infringe or cause the Company or any person deriving title from the Company to violate or infringe any letters patent copyright registered design or inventions held by third parties. Should any claim be made against the Company or any person deriving title from the Company or any such violation or infringement then the Supplier will indemnify the Company and any such person against any loss arising out of such claim and upon request from the Company will defend such claim entirely at its own expense provided always that this indemnity shall be of no effect where such claim arises solely from the Supplier carrying out the express written design instructions of the Company.

**6. SUB-CONTRACTING AND SUB-LETTING**

No part of any contract relating to items of the Company's design may be sub-contracted or sub-let without the prior written consent of the Company.

**7. CUSTODY OF EQUIPMENT**

Patterns, jigs, tools and dies and any other material whatsoever supplied, loaned or ordered by the Company for the execution of this order shall be at the Supplier's risk in respect of loss or damage whilst in the Supplier's possession. Any such items which with the permission of the Company remain in the possession of the Supplier after completion of this order shall be retained by the Supplier in good condition for a minimum of 3 years, thereafter disposed of as instructed by the Company and shall not be used for other purposes without the written consent of the Company.

**8. RETURN OF MATERIAL**

All material supplied by the Company must be accounted for regularly and unless the Company otherwise directs, must be returned to the Company only as:

1. Good parts.
2. Submitted for consideration
3. Scrap through material faults
4. Scrap due to machining of manipulation
5. Unused or work in progress following termination under condition (12) hereof.

The Sub-Contractor shall promptly upon request from the company pay the full cost of replacing:-

- A. Any material not so accounted for.
- B. Any scrap not supported by documentation.
- C. Any scrap due to faulty machining or manipulation which is in excess of the percentage of machining scrap allowed by the Company and notified to the Sub-Contractor.

**9. INSPECTION AND TESTING**

1. The Company reserves the right, unless it is otherwise agreed, to inspect and test the Goods at any time during manufacture, processing, or storage. If the Company exercises this right the Supplier shall provide or procure the provision of all such facilities and accommodation as may be reasonably required by the Company thereof. The Supplier shall also at the request of the Company, supply to the Company a copy of the Supplier's tests sheets certified by the Supplier to be a true copy.
2. If, as a result of such inspection or testing, the Company's representative is of the opinion that the Goods do not comply with the Contract or are unlikely on completion of manufacture or processing so to comply, he shall inform the Supplier accordingly in writing and the Supplier shall immediately take such steps as may be necessary to replace the Goods so rejected to the reasonable satisfaction of, and at no extra cost, to the Company.

10. When required by the Buyers, the Vendor shall mark all goods and materials ordered in accordance with the instructions of the Buyers.

**11. SUPPLY OF PERSONNEL**

- a) Any personnel supplied under this order must comply with the Company's rules and safety regulations.
- b) The Company will not be responsible for any maintenance subsistence travelling or any other expenses whatsoever of the Supplier's personnel, (unless agreed in writing).
- c) Any personnel supplied under this order shall at all times remain in the employment of the Supplier.

**12. CONFIDENTIAL INFORMATION**

Subject to any existing of third parties, designs, drawings, specifications and any other information whatsoever supplied by the Company, are the property of the Company and shall not be copied in whole or in part or used for manufacture or otherwise disclosed without the prior written permission of the Company.

**13. ADVERTISING**

The supplier shall not refer to the Company's name, trade marks or products in connection with any advertising without prior written permission.

**14. TERMINATION OF CONTRACT**

This order may be terminated at any time by the Company giving the Supplier notice in writing, whereupon production on this order shall be stopped. A fair and reasonable price shall be paid for all work in progress at the time of the termination and subsequently received by the Company, and the Supplier shall afford the Company all necessary facilities for ascertaining the extent of anticipated profits of for any consequential loss whatever. In the event of such termination, all claims should be rendered within two months of the written notification, after which claims will only be met in exceptional circumstances.

**15. LAW**

These General Conditions shall be subject to and interpreted in accordance with the Laws of England.