Conditions of Purchase

(1) This order must be acknowledged within 7 days from date of receipt.

(2) The Kinetrol purchase order number must appear on all invoices, shipping documents, and correspondence.

(3) No part of this order shall be sub-contracted without purchaser's written approval.

(4) Purchaser reserves the right to visit suppliers works or that of his sub-contractors to inspect work in progress.

(5) Seller assumes exclusive liability for all taxes and/or duties on the manufacture or sale of the articles ordered or component parts thereof, and in respect of labour or service performed by seller.

(6) No additional charges will be allowed for packing, crating or cartage, unless specified on this order.

(7) Shipment of any part of this order constitutes acceptance without reservation.

(8) Purchaser reserves the right at any time to change the requirements of this order as to specifications methods of shipment and packing, and place of delivery. If a change affects seller's cost of or time required for performance any adjustment in price and delivery date shall be agreed with the purchaser but any claim by seller for adjustment must be made within thirty days of the change of order date.

(9) If the price includes special dies, jigs, tools or patterns ("special tooling") used in the manufacture of the articles ordered hereunder then such special tooling shall be the property of the purchaser. No special tooling drawing or specifications of the purchaser shall be used in the production, manufacture or design of any articles for any other person or concern. Special tooling, drawings and specifications belonging to purchaser shall be fully insured by seller against loss by fire and other normal perils while in seller's possession.

(10) By accepting this order, seller agrees to defend, protect and save harmless purchaser, its successors, assigns, customers and the users of its products against all suits at law, or in equity, and from all damages infringement of any letters patent or design rights and to defend or assist in the defence of any suit or actions which may be brought against purchaser, its successors, assigns, customers and the users of its products by reason of any alleged infringement because of the purchase, sale or use of any article covered by this order.

(11) Seller warrants that the articles delivered hereunder will conform with the specifications, drawings, samples or other descriptions furnished or adopted by purchaser, and will be suitable for the purpose intended, of merchantable quality, good material and workmanship and free of defects. Such warranties shall survive inspection test and acceptance.

(12) Material and supplies delivered under this order will be subject to inspection on arrival, notwithstanding prior payment. Any rejected material or supplies will be returned to seller at seller's cost and expense (such cost and expense to include charges for transportation both ways, plus labour, reloading, and other applicable charges) and are not to be replaced except upon the receipt of written instructions from the purchaser.

(13) Delivery time is of the essence; if deliveries are not made within the specified time, purchaser may cancel the order or any part thereof and reserves the right to purchase elsewhere and charge seller with any loss incurred as a result thereof.

(14) Unless otherwise stated in this order seller shall deliver all articles covered by this order carriage paid to purchaser's premises; seller shall be liable for loss of or damage to same in transit.

(15) This order and the performance parties hereunder shall be construed and governed in accordance with the laws of England. The order and these terms and conditions constitute the sole terms and conditions of purchase and sale of the articles covered hereby.

(16) Delivery of any goods under this order shall constitute acceptance by the seller of all the foregoing conditions notwithstanding anything that may be contained in any conditions of sale sought to be imposed by the seller that purport to annul or amend any of the said conditions of purchase, in particular such delivery shall be deemed to confer title in the goods of purchaser whether or not payment shall have then been made.

No waiver of or change in the terms or provisions of this purchase order shall be valid unless specifically agreed to in writing by purchaser.

(17) Delivery of goods are accepted between the hours of 07:30-16:30 Monday-Friday. Delivery of goods may be accepted outside of these hours only by special prior arrangement.

(18) By accepting and processing orders from Kinetrol, you are agreeing to abide by our Supplier Code of Conduct, and any subsequent updates, the latest edition being available at www.kinetrol.com/suppliers.