LH-plc

The chiller and air conditioning experts

TERMS & CONDITIONS

PURCHASE ORDERS

1. DEFINITIONS

The following definitions apply unless otherwise specifically stated: 'Purchaser' the issuer of this order, LH-plc:
'Vendor' Person or company providing services and/or supplies;
'goods' All items, including raw materials, components, intermediate assemblies, end products, tooling and/or services to be delivered or performed under this purchase order;
'order' This purchase order including all documents listed therein and attached thereto.

2. ACCEPTANCE

Acceptance of the order by the Vendor shall be deemed unless notice is submitted to the Purchaser of any exception thereto within five (5) days from the date of the order.

3. INVOICES AND PAYMENT

LH-plc has one payment date per month. When approved by the Klima-Therm Manager responsible, invoices received dated between the first and the 15th of a month will be paid on the 15th of the next month and invoices received dated 16th to the last day of a month will be paid on the last day of the following month.
An invoice for payment must be sent to the LH-plc Accounts Department, accompanied by proof of shipment or proof of receipt by LH-plc.

4. CUSTOMS INVOICES AND DOCUMENTS

Foreign shipments must be covered by commercial invoices/customs invoices in duplicate and also the original copy of the Bill of Lading and certificate of origin.

5. PACKING NOTES

Detailed packing notes must be issued covering shipments made under this order. One copy must be delivered with the shipment and one copy posted under separate cover.

6. MARKINGS ON DOCUMENTS AND CASES

Invoices, packing notes and cases must be marked with this purchase order number, and invoices and packing notes must indicate the number of cases in a shipment. Also, packaging, labelling and shipping of any hazardous materials shall conform to the requirements-of all applicable international, and national regulations.

7. PRICES AND SUBSTITUTIONS

Prices must conform to those shown on the purchase order and no changes or substitutions by Vendor will be accepted unless written authority is received from Purchaser. However, Purchaser may, at any time, by written notice make changes within the general scope of the order in any one or more of the following:
(A) drawings, designs or specifications;
(B) method of shipment or packaging;
(C) place of delivery, acceptance and inspection;
(D) reasonable changes in quantity;
(E) reasonable changes in delivery schedule; and
(F) amount of Purchaser furnished property.
Vendor shall proceed immediately to perform the order as changed. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the order, Purchaser and Vendor will agree upon an equitable adjustment in the purchase price or delivery schedule or both. To qualify for adjustment consideration, any notice of intent by Vendor to file a claim hereunder must be asserted within thirty (30) days from the date of receipt by Vendor of such written notice of change. Purchaser shall not act upon any such claim at any time prior to final payment under the order. Nothing in this clause shall excuse Vendor from proceeding with the order as changed.

8. WARRANTY

Vendor expressly warrants that all goods delivered under this purchase order will conform to any sample or specifications, descriptions and/or-drawings furnished by Purchaser, be of merchantable quality, of good material and workmanship free from defect. Vendor will indemnify Purchaser against from all liability for loss, damage or injury to persons or property in any manner arising out of or incidental to the performance of this order, such indemnification to survive the delivery of the goods supplied under this order.

9.a. PACKING

All goods must be packed so as to not adversely affect the quality of the goods. Charges for packing are included in the price, unless otherwise agreed to by Purchaser on this order.

9.b. DELIVERY

The specific quantity ordered must be delivered in full, unless partial deliveries are authorized, and must not be changed without Purchasers written consent. Purchaser reserves the right to reject or cancel all or any part of the order, delivered or undelivered, if Seller does not make deliveries as specified or within the time specified on this order. Any unauthorized quantity is subject to return at Seller's expense, the one exception being overruns and under runs associated with the printing industry. Purchaser reserves the right to charge damages at the rate of one 'Percent (1%) of the value of the goods delayed by each week or part thereof the goods are delayed which shall be payable in addition to any reasonable cost incurred up to the value of the goods so delayed.

9.c. TITLE

(i) Title to goods shall pass to Purchaser upon formal acceptance by Purchaser within thirty (30) days of receipt, or upon payment, in whole or in part, unless otherwise provided in the order.
(ii) Unless the order specifically provides otherwise, risk of loss of or damage to goods shall remain with the Vendor until, and shall pass to Purchaser upon, delivery of the goods to a carrier, if transportation is F.O.B. origin, or acceptance by Purchaser or delivery of the supplies to Purchaser at the destination specified in the order, whichever is later, if transportation is F.O.B. destination.
(iii) Paragraph (ii) above shall not apply to goods that so fail to conform to order requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming goods remains with the Vendor until cure or acceptance, after which time Paragraph (II) above shall again apply.
(iv) Under Paragraph (II) above, Vendor shall not be liable for loss of or damage to goods caused by negligence of officers, agents or employees of Purchaser.
(v) All goods delivered by Vendor under the order shall be free and clear of all liens and encumbrances whatsoever.

10. INSPECTION AND REJECTION

All goods purchased shall be subject to Purchaser's inspection, and any payments made prior to the time of delivery shall not constitute acceptance as to quality or quantity. Purchaser reserves the right to reject the whole or any part of any shipment in which goods are found which do not conform to the required quality or quantity. In the event any goods are rejected by Purchaser, such goods may be returned to Vendor at Vendor's expense and the cost of re-inspection by Purchaser shall be borne by Vendor. Purchaser reserves the right to audit and inspect all quality systems, manufacturing records and operations, prior to contract award, and prior to and during manufacture.

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11. THIRD PARTY PATENT RIGHTS

Vendor agrees to indemnify Purchaser against loss or damage by reason of any claim of infringement of any Letters Patent on account of the manufacture, sale or use of any goods supplied to it by the Vendor under this order, except in the case of goods manufactured to Purchaser's specification.

12.TERMINATION

(a) For Default - In the event Vendor fails to
(i) deliver the goods within the time specified in the order or any extension;
(ii) make progress, so as to endanger performance of the order; or
(iii) comply with any other fundamental provision of the order;
then Purchaser may terminate the order in whole or in part if the Vendor does not cure such failure within ten (10) days (or more if authorized by Purchaser) after receipt of the notice given to the Vendor specifying the failure without incurring liability. In the event of any such default by the Vendor, the Purchaser may, at its option, either cancel the order or may return or obtain from any source the goods required to complete the order, and the Vendor shall indemnify Purchaser from and against any cost resulting from the termination of the order.
(b) For Insolvency. If the Vendor becomes insolvent or has a receiver, trustee or liquidator appointed for all or a portion of its business, or for any act of bankruptcy, or for any voluntary petition in bankruptcy or if Purchaser bona fide believes that any of such events may occur, the Purchaser shall have the right without prejudice to any other remedy to suspend the performance of or terminate the order without incurring liability except in respect of goods previously delivered.
(c) For Convenience. The order may be terminated by Purchaser at any time in whole or in part by delivery of a notice of termination to Vendor. In the event of such notice being given, the Vendor shall stop all work forthwith and comply with any directions with regards to the goods, which may be given by Purchaser. Vendor shall submit an account to Purchaser within one (1) month from the effective date of termination in the form prescribed by Purchaser. Purchaser hereby agrees to pay Vendor a fair and reasonable price for all goods purchased and/or undertaken up to the time of termination.
Such agreed prices taken together with any sums paid or due or becoming due to Vendor under the order shall not exceed the total price of the goods under the order and no amount will be allowed for anticipated profit for performance not rendered.
(d) Any termination of the order shall not prejudice any rights or remedies which may have accrued to either Vendor or Purchaser and both parties shall use all reasonable endeavours to mitigate its losses on such termination. Upon termination, all tooling and materials furnished to Vendor by Purchaser shall be immediately returned to Purchaser pursuant to the written instructions provided to Vendor by Purchaser at Purchaser's cost.

13. DIES, JIGS, TOOL PATTERNS, ETC.

Ownership of any tools etc. provided by Purchaser to Vendor remains with Purchaser. Vendor shall not use tooling, etc. for the benefit of any third parties or purpose outside the scope of order without the express written consent of Purchaser. Vendor will store maintain tooling, etc. at no charge and annually send a condition report, to Purchaser.

14. ACCEPTANCE

Vendor, by the acceptance of this order, accepts all terms and conditions hereof, which supersede and take precedence over any and all previous, verbal or written arrangements in connection with this order, including any differing conditions which may appear on Vendor's acknowledgement forms or similar documents and shall be deemed to be the only terms tabled and binding in respect of this order. Any deletions, modifications, alterations of, or additions to, the terms and conditions of the order to be binding shall be in writing and signed by both Vendor and Purchaser.

15. INDEMNIFICATION

Vendor shall indemnify Purchaser, its officers and employees against an and all claims, costs, damages, liabilities expenses by reason of any alleged or actual property damage or personal injury (including all reasonable legal costs) caused by or resulting from any act or omission of Vendor or its employees, agents, subcontractors or suppliers in the performance of the order.

16. APPLICABLE LAW AND VENUE

The order shall be governed by, subject to and construed according to the laws of England and the Vendor and Purchaser hereby submit to the jurisdiction of the English courts.

17. SUBCONTRACTING AND ASSIGNMENT

Vendor agrees that it will not subcontract, without Purchaser's prior written consent, the whole or any substantial portion of the goods under the order. This limitation shall not apply to Vendor's purchases of standard commercial supplies or raw material. Neither the order nor any claim hereunder shall be assigned by Vendor either voluntarily or by operation of law without prior written consent of Purchaser.

18. COMPLIANCE WITH LAWS AND REGULATIONS

Goods supplied or services rendered by Vendor under the order shall comply with all applicable statutes and government rules, regulations and orders including safety laws where the goods supplied are to be shipped, laws relating to hazardous or regulated materials (with Vendor having sole responsibility for packaging, labelling and shipping of such materials, including notifying carriers and other handlers of any risks inherent in shipments of such materials), and laws relating to export control (with Vendor agreeing to label any export controlled product with specific information about the export controls applicable to the product)

19. WAIVER AND SEVERABILITY

Any action or inaction by Purchaser or failure of Purchaser to enforce right or provision of the order shall not be construed as a waiver or relinquishment of the future exercise of any such rights. A determination that any portion of the order is unenforceable or invalid shall not affect the enforceability or validity of any of the remainder of the order.

20. USE OF PURCHASER'S DATA AND PROPERTY

(a) Vendor shall not use or disclose any data, designs, drawings or other information belonging to or supplied by or on behalf of Purchaser, except necessary in the performance of the order and only with the knowledge and consent of the Purchaser. All data, etc. will be immediately returned to the Purchaser, at Vendor's cost, upon demand.
(b) Vendor shall be liable for any loss, damage or destruction to Purchasers property and data furnished to Vendor and shall be responsible for return such property and data to Purchaser in as good condition as when received except for reasonable wear and tear or for the utilization of the property a data in accordance with the provisions of the order. In the event of a breach in respect of the use of Vendors data, Purchaser shall be liable for all damages arising in connection therewith, including, but not limited to, loss of profits.

21. NOTICE TO PURCHASER OF LABOUR DISPUTES OR OTHER BUSINESS INTERRUPTIONS

If Vendor has knowledge that any actual or potential labour dispute or other business interruption is delaying or threatens to delay the timely performance of the order, Vendor shall immediately give notice, including all relevant information, to Purchaser.

23. FLOW DOWNS

Vendor will adhere to any applicable terms and conditions from the Purchasers customers which are incorporated by reference to the order by the Purchaser and Vendor will indemnify Purchaser against any claims made in connection therewith or arising therefrom.