

CONDITIONS OF PURCHASE

1. DEFINITIONS

- 'Buyer' means Opella Limited.
- 'Seller' means the person, firm or company to whom this Order is addressed.
- 'Goods' means the articles, materials or services or any of them described in this Order.
- 'Order' means this Purchase Order placed by the Buyer for the supply of the Goods.

2. ACKNOWLEDGEMENT. No liability will be accepted by the Buyer in respect of any order for goods unless it is placed on his official Order form and accepted in writing by the Seller.

3. QUALITY AND DESCRIPTION OF **THE GOODS**. The Goods shall conform as to quantity, quality, design, specification, description and performance with the particulars stated or referred to in or supplied with this Order, the Seller's sales literature and any representations made by the Seller (or its employees, agents or contractors) shall be manufactured in good and workmanlike manner, be of sound materials, and be fit for any purpose specified in such particulars.

4. EXCESS QUANTITIES. Unless otherwise agreed in writing the quantity of Goods must not be exceeded, and the Buyer shall be entitled to reject Goods so in excess at the Seller's expense, such excess Goods remaining at the Seller's risk.

5. PRICE. Unless otherwise agreed in writing, the price of the Goods shall:

- (i) not exceed that shown on this Order.
- (ii) include carriage.
- (iii) include packaging.

6. INSPECTION AND TESTING. Before delivery of the Goods the Seller shall carefully inspect and test them at the Seller's expense for conformity with these Conditions of Purchase and, at the request of the Buyer, supply the Buyer with a certified true copy of all Seller's test sheets.

7. DELIVERY. The Goods properly and securely packed, shall be delivered by the Seller at the place specified in this Order or as subsequently agreed.

8. DAMAGE OR LOSS IN TRANSIT. Subject to an advice note having been duly posted by the Seller, the Buyer shall notify the Seller of any damage to, or loss of the Goods in transit, such notification being given by the Buyer within a reasonable time. Upon receipt of such notification the Seller shall repair or replace the Goods so damaged or lost to the Buyer's reasonable satisfaction.

9. TIME. The Seller shall deliver the Goods within the time specified in this Order, and time shall be of the essence for the purposes of clause 9.

10. CONDITIONS. In any conflict between the Buyer's Conditions of Purchase and the Seller's Conditions of Sale the former will prevail, save as expressly agreed in writing by the Buyer before the Seller's acceptance of the Order.

11. PASSING THE PROPERTY. The risk to the Goods shall pass to the Buyer on delivery. The property to the Goods shall pass to the Buyer upon examination and acceptance of the Goods by the Buyer, provided that if no such examination is undertaken within a reasonable period of delivery, then property to the Goods shall be deemed to have passed on delivery.

12. REJECTION. The Buyer may, by notice in writing to the Seller, reject any Goods which do not conform with these Conditions of Purchase or are damaged in transit. Any Goods so rejected shall be returned by the Buyer to the Seller at the Seller's risk and expense.

13. GUARANTEE. If within a reasonable time after acceptance of the Goods by the Buyer, notice is given in writing by the Buyer to the Seller of any defect in the Goods arising in proper use from faulty design, manufacturing process, materials or workmanship, then the Seller shall replace or repair the defective Goods to the reasonable satisfaction of the Buyer.

14. STATUTORY REQUIREMENTS. The Seller warrants that the Goods shall comply in all respects with all relevant requirements of any Act of Parliament, or Order or Regulation made thereunder or any other instrument having the force of law which may be in force at the time of supply of the same.

15. INDEMNITY. The Seller shall fully indemnify the Buyer against all liability arising in respect of and against all actions, proceedings, claims, demands, costs, charges and expenses in connection with any damage to property or injury to any person, arising from any defect in the Goods or any of them, or from any breach by the Seller, his servants or agents of the Conditions of Purchase, any alleged infringement of any letters patent, registered design, trade mark, or trade name, by the Goods or any of them, unless such Goods were supplied to the exact specification or design of the Buyer. The Seller shall maintain satisfactory insurance cover to meet all the foregoing obligations.

16. CANCELLATION. The Buyer shall have the right to cancel this Order in whole or in part by notice in writing if:

- (i) The Seller is in breach of any provision of these Conditions of Purchase, or
- (ii) The Buyer's manufacturing operations shall be stopped or seriously interfered with by any cause outside the Buyer's control. In the event of Cancellation under this condition, the Buyer shall only be liable for cost of Goods supplied up to the time of cancellation and any reasonable expenses incurred by the Seller prior to the date of cancellation, or
- (iii) The Seller becomes insolvent or commits any act of bankruptcy or administration whatsoever.

17. LAW OF CONTRACT. The contract shall be subject to English Law and the parties submit to the exclusive jurisdiction of the English courts.

18. GENERAL

- (i) If any provision of these conditions are held by competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected.
- (ii) The Buyer will not be liable to the seller or deemed to be in breach of contract by reason of delay or failure to perform any of the Buyers obligations if the delay or failure is due to a cause beyond the Buyers control.
- (iii) These conditions do not purport to confer a benefit on any party other than the Seller and the Buyer.
- (iv) Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other's principal place of business.
- (v) No waiver by the Buyer of any breach of these conditions by the seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. PAYMENT. In the absence of any special agreement on extended payment terms, the Buyer will make payment within 75 days of the end of the month of delivery.