

## PURCHASE CONDITIONS OF STRIX LIMITED (“the company”) UPDATED 14-July-2017

1. Acceptance of this order by you the seller constitutes acceptance of these conditions which shall prevail over, supersede and exclude any inconsistent terms or conditions contained in or referred to in the Seller’s acceptance or correspondence or elsewhere, and the Seller accepts unconditionally to supply the goods herein ordered in accordance with the express terms and conditions herein set out. No addition to or variation of or exclusion of these conditions or any of them shall be binding upon the Company unless confirmed expressly and specifically by the Company in writing.
2. The property and ownership of “the Goods” the subject of this order, shall remain with the Seller until payment for the goods has been made in full. (b) Any associated risk in goods supplied will pass to the Company, immediately that the goods have been delivered to the Company at the address of delivery stated overleaf, and until the Company’s official receipt has been given to the seller or to the carrier delivering the Goods for such delivery.
3. Where the goods are delivered in containers, every container must be clearly and prominently labelled showing:-
  - (a) The full address for delivery as it appears overleaf;
  - (b) The full name and address of the Seller;
  - (c) The Company’s order number and line number where applicable as it appears herein;
  - (d) The nature and number and quantity of the contents of such container;
  - (e) The total number of containers in the consignment of which the individual container forms a part.
4. Delivery containers which are returnable, will be returned to the Seller carriage forward.
5. The Company’s official receipt for Goods shall not constitute any acknowledgement of the condition or nature of the Goods. If it is found within a reasonable time after the delivery of the Goods to the address for delivery that the Goods or part of them are not in accordance with the contract or do not comply with the description or sample or are not of merchantable quality or are not suitable for the purpose for which they are intended the Company shall have the right to reject the Goods or any part thereof and to require the Seller to remove the Goods or any part thereof and to refund the Company the price and all expenses directly incurred by the Company in consequence of such rejection or removal.
6. Where a time for delivery is specified in this order such time must be specifically adhered to by the Seller and the time shall be of the essence of this Contract.
7. All goods the subject of this order, shall be delivered carriage paid to the Company’s address for delivery as stated herein.
8. All goods delivered in pursuance of this order must be accompanied by a delivery note clearly setting out the information required by Clause 3 herein.
9. A separate invoice in respect of each delivery must be provided and must state details of the Goods delivered, the address at which the goods were delivered, the number of the delivery note and the number of this order. All invoices must clearly indicate both trade and cash settlement discounts. Such invoice must be sent to Strix Ltd., Forrest House, Ronaldsway, Isle of Man IM9 2RG, and must be sent by pre-paid post. Such invoice must be sent as aforesaid within 7 days after the despatch of goods to the Company.
10. The Seller must supply a Statement of Account to the Company at intervals not exceeding one calendar month.
11. Payment in respect of each invoice received will be made at the end of the second calendar month following the month during which the goods were delivered (which payment is not to be constituted as any waiver of the Company’s rights under clause 5 hereof) and such payment will be made in the currency specified on the face of this order.
12. The Seller shall not alter the quantity, quality or specification of the Goods herein ordered without having obtained prior written agreement of the Company.
13. The Company may, by notice in writing sent by recorded delivery, cancel the order if the Seller becomes bankrupt or makes arrangements with his creditors, or being a Company goes into liquidation either voluntary or compulsory, and as from the date of posting of such notice shall cease to be liable in any way hereunder and shall not be obliged to accept any further deliveries.
14. In accepting this order the Seller Warrants that goods supplied will conform to the latest relevant Consumer Protections Acts and the latest Electrical Equipment Safety Regulations.
15. In accepting this order the Seller agrees to accept full responsibility for and to indemnify the Company against all and any actions, claims, damages, costs or penalties resulting or arising (a) in consequence of any contravention by the Company or the Seller of the provisions of the Merchandise Marks Act , or any other legislation or statute concerning the sale, offering for sale, use, marking, labelling, or constitution or make up of goods supplied hereunder or, (b) from any infringement of the rights of any third party establishment under Trade Marks, Trade Names, Registered Business Names, Patents or any other protection whatsoever or (c) from any defect in the quality of goods supplied or from any adulteration or any foreign matter contained in such goods, or (d) from any consequences of any infringement by the Company or the Seller of any Statute, statutory order or any other requirement whatsoever controlling the quality or the use of any such goods(for example, REACH, ROHS, etc.); or, (e) any loss, damage or injury whatsoever suffered by the Company and in respect of any claims for any loss, damage or injury whatsoever made upon the Company by any third party arising out of or in connection with the contract.
16. No term, condition or warranty shall be implied into this order or into any contract resulting from acceptance of this order by the Seller by reason of any dealing between the parties.
17. Liability for raw materials is for up to a maximum of 3 months, of which, up to 1 month may be in finished component form.
18. All tooling orders are issued on the understanding and agreement between the Company and the Seller that all tools, electrodes, drawings and anything else pertaining thereto, are the absolute property of the Company, unless otherwise explicitly stated on the front face of this purchase order.
19. Responsibility for standard maintenance of Strix tooling rests with the nominated sub-contract user of said tooling, and the cost thereof is included and identified in the component cost, unless confirmed in writing by the Purchasing Manager or a Director of the Company.
20. The purchase conditions outlined within this order, and their consequences, are subject to English Law.