

**STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

These Conditions are dated January 2015.

1.1 In these conditions, the following terms have the following meanings:

<b>FFE</b>	FFE Ltd
<b>Conditions</b>	the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services
<b>Delivery Address</b>	the address stated on the order
<b>Goods</b>	the goods (including any instalment of the goods or any part of them) described in the order
<b>Order</b>	FFE's Purchase Order
<b>Price</b>	the price of the Goods and/or the charge for the services
<b>Seller</b>	the person so described in the Order
<b>Services</b>	the Services described in the Order
<b>Specification</b>	includes any plans, drawings, data or other information relating to the Goods or Services
<b>Writing</b>	includes facsimile transmission and comparable means of communication

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

**2. BASIS OF PURCHASE**

2.1 The Order constitutes an offer by FFE to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to FFE or subject to which the Order is accepted or purported to be accepted by the Seller. The Order will lapse unless unconditionally accepted by the Seller in writing within 7 days of its date.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of FFE and the Seller.

**3. SPECIFICATION**

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or any applicable specification supplied by FFE to the Seller or agreed in writing by FFE.

3.2 Any Specification supplied by FFE to the Seller, or specifically produced by the Seller for FFE, in connection with the Contract, together with the copyright, design rights, or any other intellectual property rights in the Specification shall be the exclusive property of FFE. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 FFE may inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide FFE with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing FFE is not satisfied that the Goods will comply in all aspects with the contract and FFE so informs the Seller in writing within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with FFE's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

**4. PRICE OF THE GOODS AND SERVICES**

4.1 The price shall be as stated on the Order and, unless otherwise stated, shall be:

4.1.1 exclusive of any applicable Value Added Tax (which shall be payable by FFE subject to receipt of VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties imports or levies other than value added tax.

4.2 FFE shall be entitled to any discount for prompt payment, bulk purchase value or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

**5. TERMS OF PAYMENT**

5.1 The Seller shall be entitled to invoice FFE on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 FFE shall pay the Price within 60 days after the end of the month of receipt by FFE of a proper invoice or, if later, after acceptance of the Goods or Services in question by FFE.

5.3 FFE shall be entitled to deduct from the Price any sums owed to FFE by the Seller whether or not pursuant to the Contract.

**6. DELIVERY**

6.1 The goods shall be delivered to, and the Services shall be performed at the Delivery address on the date or within the period stated in the Order, in either case during FFE's usual business hours.

6.2 Where the date of the delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Seller shall give FFE reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered, or the Services are to be performed, by instalment the Contract will be treated as a single Contract and not several.

6.6 FFE shall be entitled to reject the Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any goods until FFE has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The seller shall supply FFE in good time with any instructions or other information required enabling FFE to accept delivery of the Goods, and performance of the Services.

6.8 FFE shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by FFE.

6.9 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, FFE shall be entitled to deduct

from the Price or (if FFE has paid the Price) to claim from the Seller by way of liquidated damage for the delay up to 2 per cent of the Price for every weeks delay, up to a maximum of 20 per cent.

## 7. RISK AND PROPERTY

- 7.1 7.1 Risk of damage to, or loss of, the Goods shall pass to FFE upon delivery to FFE in accordance with the Contract.
- 7.2 The property in the Goods shall pass to FFE upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to FFE once payment has been made and the Goods have been appropriated to the Contract.
- 7.3 Where FFE purchases or supplies tooling to enable the Seller to fulfil the contract the Seller is required to ensure that the tooling is clearly marked as being the property of FFE, that the tooling is properly maintained, that the tool is stored to minimise the risk of damage and that proper insurance is obtained at the Seller expense.

## 8. WARRANTIES AND LIABILITY

- 8.1 The Seller warrants to FFE that the Goods:
  - 8.1.1 will be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the order is placed.
  - 8.1.2 will be free from defects in design, material and workmanship;
  - 8.1.3 will correspond with any relevant Specification or sample; and
  - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 The Seller warrants to FFE that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for FFE to expect in all circumstances.
- 8.3 If any Goods or Services are not supplied or performed in accordance with the Contract, then FFE, may: require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract in 7 days; or (and whether or not FFE has previously required the Seller to repair Goods or to supply any replacement Goods or services) treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price that has been paid.
  - 8.3.1 The Seller shall indemnify FFE in full against all liability, loss, damages, cost and incurred expenses (including legal expenses) awarded against or incurred or paid by FFE as a result of or in connection with:
    - 8.3.2 breach of any warranty given by the Seller in relation to the Goods and Services;
    - 8.3.3 any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by FFE.
    - 8.3.4 any liability under the Consumer Protection Act 1987 in respect of the Goods;
    - 8.3.5 any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods; and
    - 8.3.6 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

## 9. TERMINATION

- 9.1 FFE shall be entitled to cancel the Order or delay delivery or performance in respect of all or part of the Goods and/or Services by notice to the Seller at any time in which event FFE's sole liability shall be to pay to the Seller a pro rate amount of the Price for Goods and/or Services already delivered or performed and to the extent the Order (or balance) has been delayed but not cancelled, to pay for the Order (or balance) in accordance with Condition 5.
- 9.2 FFE shall be entitled to terminate the contract without liability by giving notice to the Seller at any time if:
  - 9.2.1 the Seller makes any voluntary agreement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation; or
  - 9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
  - 9.2.3 anything analogous occurs in relation to the Seller in any other jurisdiction; or
  - 9.2.4 the Seller ceases, or threatens to cease, to carry on business; or
  - 9.2.5 FFE reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

## 10. GENERAL

- 10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 10.2 The Seller agrees that it shall hold in strictest confidence any technical, financial or commercial information it acquires from FFE under this contract as well as any information acquired during negotiations prior to this contract. The Seller shall use such information solely for purposes of this contract and shall not disclose such information to any third party unless disclosure is required by law or some similar over-riding obligation. The Seller agrees to return all information subject to this Condition and copies thereof to FFE on demand provided always that such return does not hinder the fulfilment of the Seller's obligation under this contract.
- 10.3 Any notice required or permitted to be given either partly to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices sent by facsimile shall be deemed served upon dispatch and those sent by first class post, 48 hours after posting.
- 10.4 No delay or failure by FFE in enforcing any provision of the Contract shall constitute a waiver of that or any other provision. No waiver by FFE of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by FFE shall be effective unless in writing.
- 10.5 The Seller must maintain adequate Product Liability Insurance with a reputable insurance company and will produce all such policies and receipts for premiums to FFE when requested. The Seller will indemnify FFE against any costs, claims or demands howsoever caused.
- 10.6 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected hereby.
- 10.7 FFE's rights are cumulative and in addition to any rights available to it at common law.
- 10.8 The Contract shall be governed by the Laws of England and the Seller agrees to submit to the non-exclusive jurisdiction of the English Courts.

## 11. ANTI BRIBERY

The Seller will:

- i. Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
  - a. Local and national laws in the territories in which it operates.
  - b. The UK Bribery Act 2010.
  - c. The US Foreign Corrupt Practices Act 1977.
  - d. The UN Convention Against Corruption.
- ii. Comply with the Halma plc. Group Code of Conduct relating to bribery and corruption which may be found on the Halma website ([www.halma.com](http://www.halma.com)).
- iii. Have in place its own policies and procedures to ensure compliance with this Clause.
- iv. Ensure that all parties with which it is associated or who are providing goods or services in connection with this Agreement (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.
- v. Maintain complete and accurate records of all transactions and payments related to this Agreement and, on reasonable request, disclose details of those transactions and payments to the Company.
- vi. On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.
- vii. Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.
- viii. The seller will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by the representative of any of its obligations under this Clause. This indemnity will not apply to any fine

### FFE Limited

9 Hunting Gate, Hitchin  
Hertfordshire SG4 0TJ

t: +44 (0) 1462 444 740

e: [sales@ffeuk.com](mailto:sales@ffeuk.com)

w: [ffeuk.com](http://ffeuk.com)

Registered in England No:

01192710

VAT Registration No:

GB 700 1840 89



A Halma company

- levied on the Company as a result of the Company's criminal liability.
- ix. If the seller breaches this Clause the Company shall have the right to terminate this Agreement without notice and with immediate effect and will be in no way liable to the representative in respect of such termination for payment of damages or any other form of compensation.

Where Work or Services are being provided the following Conditions shall apply in addition to those Conditions set out above

#### **THIRD PARTY INSURANCE**

The Seller will maintain adequate insurance to cover its liability in respect of Personal Injuries, Death or Damage to Property arising out of or in the course of Work or Services the subject of the Order. The amount of such insurance cover will be in the sum of at least £10,000,000 and the Insurance shall be with a reputable insurance company. The Seller shall ensure that any Policy of Insurance shall extend to include FFE's interest as Principal. The Seller will produce all such policies of insurance and receipts for Premiums to FFE when requested.

#### **EMPLOYERS LIABILITY INSURANCE**

The Seller will maintain adequate Employer's Liability Insurance with a reputable insurance company and will produce all such policies and receipts for Premiums to FFE when requested. The Seller will indemnify FFE against any costs, claims or demands for accident or disease howsoever caused in respect to its employees.

#### **INDEMNITY**

The Seller will fully indemnify FFE against any costs, claims or demands in respect of Personal Injury, Death or Damage to Property arising out of or in the course of the works or services the subject of the Order, and which are caused by the act of neglect of the Seller, its servants, contractors or agents.

#### **RULES AND REGULATIONS**

The Seller will ensure that its employees, contractors and agents comply with all site or other regulations. FFE may demand that the Seller removes any person from the site who fails to comply with such regulations.

#### **FFE Limited**

9 Hunting Gate, Hitchin  
Hertfordshire SG4 0TJ

**t:** +44 (0) 1462 444 740

**e:** sales@ffeuk.com

**w:** ffeuk.com

Registered in England No:

01192710

VAT Registration No:

GB 700 1840 89



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