

1 Definitions

In these conditions the following terms have the meanings given below:

- 1.1 **"Conditions"** means the terms and conditions set out below.
- 1.2 **"Contract"** means any written purchase order, contract or agreement made between the Seller and the Company for the supply of Products and/or Services to the Company.
- 1.3 **"Company"** means Bluemay Limited or any subsidiary or associated Company to which the Products and/or Services are supplied pursuant to a Contract.
- 1.4 **"Seller"** means any individual, corporation or other entity who is to supply Products and/or Services to the Company pursuant to a Contract.
- 1.5 **"Party"** means a party to a Contract and "Parties" shall be construed accordingly.
- 1.6 **"Price"** means the price referred to in clause 3 of the Conditions.
- 1.7 **"Products"** means goods or materials or Services agreed to be sold to the Company under a Contract or supplied by the Company to the Seller for the Seller to carry out the Services.
- 1.8 **"Services"** means any processing manufacturing or processing of any Products supplied to the Seller by the Company for that purpose.
- 1.9 **"VAT"** means value added tax or any replacement.

2 Incorporation of Conditions

Any contract between the Seller and the Company shall incorporate the Conditions and the Seller acknowledges that it has seen and accepted the Conditions in entering into the Contract.

3 Price

The Seller will supply the Products and/or the Services to the Company for the price set out in the Company's purchase order. No variation of the Price shall be payable by the Company unless agreed in writing by the Company acting by its authorised representative.

4 VAT

- 4.1 The Price is exclusive of such VAT and/or any other applicable sale or use tax or levy as may be applicable to the supply of the Products and/or Services and are specified in the invoice submitted for payment by the Seller in correct form to the Company in respect of the supply of the Products and/or Services (and where VAT is payable the correct form shall be a valid VAT invoice).
- 4.2 The Company shall not be responsible for any VAT or other sales tax or levy chargeable by the Seller in respect of the Products and/or Services in addition to the Price unless clauses 4.1 and 4.3 have been complied with.
- 4.3 All invoices submitted by the Seller to the Company in respect of a supply of Products and/or Services which are not subject to VAT shall state the taxing jurisdiction to which the supply of the Products and/or Services is subject .

5 Payment

- 5.1 Unless otherwise expressly agreed in writing between the Company and the Seller the terms of payment (which represent payment to the Seller in a maximum of 68 days from date of invoice) are as follows:
 - 5.1.1 goods invoiced from the 1st to the 15th of a month will be paid by the 6th day of the second month following the month of invoice;
 - 5.1.2 goods invoiced from the 16th to the 31st of a month will be paid by the 20th day of the second month following the month of invoice.
- 5.2 Payment by the Company of an invoice from the Seller does not constitute acceptance of the Products and/or Services covered by the invoice.
- 5.3 If payments are required to be made by the Company in a currency other than Pounds Sterling (£), the Company will arrange for payment to be made by international Bank transfer subject to receipt of such Bank details of the Seller as are required in order to make such a transfer.
- 5.4 The Company will have the right, at any time, to set off and apply against any financial obligations that the Company owes to the Seller, any financial obligations that the Seller, or any parent or subsidiary company of the Seller, may owe to the Company.

6 Delivery

- 6.1 The Products to be supplied to the Company shall be delivered (carriage paid) to the location and on the date specified (respectively) by the Company in the Company's purchase order, or as otherwise agreed in writing by the Parties. The date so specified or agreed (as the case may be) ("the Delivery Date") shall be of the essence of the Contract.
- 6.2 The Seller shall not deliver the Products in instalments unless specifically so agreed in writing by the Company. Where the Company has agreed to accept delivery of the Products by instalments, a breach of the Contract in relation to any one instalment (however caused or of whatever nature) shall entitle the Company to terminate the Contract as a whole and to claim damages without prejudice to the Company's other remedies.
- 6.3 Where the Seller fails to deliver the Products by the Delivery Date the Company shall be entitled to:-
 - 6.3.1 terminate the contract;
 - 6.3.2 buy the same or similar Products and/or Services from another seller; and
 - 6.3.3 recover from the Seller the element of cost of buying the Products from another seller to the extent that this exceeds the Price.
 - 6.3.4 The remedies in clauses 6.3.1 to 6.3.3 (inclusive) are in addition to and shall not limit the other statutory or contractual rights of the Company.

6.4 In the case of delivery being required to a country apart from the United Kingdom the Seller warrants and undertakes that the Products and/or services and their delivery will comply (at no additional expense to the Company) with all applicable laws and regulations of that country (including payment of any taxes or other levy) and will supply written evidence to that effect at the request of the Company.

7 Quality of the Products and Services (including Counterfeit Parts and Foreign Object Contamination)

7.1 The Seller warrants represents, undertakes and guarantees that all Products and/or Services supplied will:

7.1.1 conform to all specifications, drawings, instructions, data, descriptions, advertisements and/or samples given by the Seller to the Company in whatever form or otherwise agreed in writing by the Parties; and all applicable quality assurance standards and the legislation and regulations of the European Union and the United Kingdom; and

7.1.2 be of good and merchantable quality; free from defects (manifest or latent) in materials and workmanship and free from design defects;

7.1.3 be fit for the intended purpose (as notified to or advertised by the Seller); and

7.1.4 be genuinely manufactured or supplied by the owner of the trademark or identification on the goods and the Supplier will not supply goods without genuine identification on them. The Supplier will work with the Company to ensure that counterfeit or pirated goods are not used and will report any suspected trademark or passing off infringements to the Company, to the trade mark owner and to trading standards authorities as soon as such incidents are discovered; and

7.1.5 be free from contamination by foreign matter, objects, debris and process solutions.

7.2 The warranties in clause 7.1 are in addition to all other warranties, express, implied or statutory, which may be applicable.

7.3 The Company shall be entitled to assign the benefit of the warranties contained in this clause 7.1 to its customers and assignees without reference to the Seller.

8 Inspection and Quality Assurance

8.1 If so requested by the Company, any Product may be subject to inspection, tests, and audits by the Company or its authorised agent at reasonable times and places prior to delivery. The Seller agrees to provide access for the Company to its premises (and to procure access to the premises of any applicable third party) at all reasonable times for such inspection, tests, and audits, and to provide all assistance and facilities reasonably necessary for such purpose (and to procure that any applicable third parties do the same).

8.2 The Seller warrants that it has and will maintain an adequate quality control/assurance programme with respect to the production and delivery of the Products and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Products. The Seller agrees that, upon request and at no additional charge, it will furnish authenticated copies of such documents, as well as applicable certificates of conformance and/or compliance acceptable to the Company, on or before delivery of the relevant Products.

8.3 Neither the inspection, testing, or auditing of any Product, nor the failure to do so, by the Company prior to their delivery to the Company shall constitute acceptance of that Product, or affect the Seller's obligation to supply Products in accordance with these Conditions, or limit the rights of the Company in the case of the Products subsequently proving non-compliant with these Conditions.

9 Changes to specification of Products

9.1 Details of any proposed changes of the specification of any Product (including but not limited to the raw materials or components forming all or part of such Product, and also changes in any sub-contracting arrangements made by the Seller in relation to the Products) must be notified by the Seller to the Company for approval a minimum of six weeks prior to the Delivery Date of such Product and the Supplier will, if so requested in writing by the Company, furnish the Company with appropriate samples of the changed Products for the purposes of testing and approval.

9.2 The Company may at any time rescind any Contract in whole or in part and/or reject any Products (in either case, without liability on the part of the Company), should such prior approval not have been sought or, having been sought, if the proposed changes are unacceptable to the Company or its customers.

10 Rejection of Products and/or Services

10.1 If at any time the Company becomes aware that any Product does not, in the reasonable opinion of the Company, conform with the requirements of the Conditions, the Company will have the right to reject the Product and claim damages within a reasonable period of having become so aware and, in such case, in addition to any other rights and remedies it may have, the Company may, in its sole discretion:

10.1.1 return any non-conforming Product to the Seller for reimbursement, credit, replacement, or repair as the Company may direct; or

10.1.2 correct, rework, and/or repair the Product itself, charging all costs of so doing properly incurred to the Seller (whereupon all such Products will have the same warranty as stated in clause 7 from the date of completing the appropriate corrective work); or

10.1.3 hold any or all non-conforming Product for collection by the Seller for disposal or correction at the Seller's expense according to the Seller's instructions.

10.2 Any Product rejected by the Company and returned to the Seller will be returned (and pending return be held by the Company) at the Seller's risk and expense, with the cost of any related packaging, handling, inspection, examination, transportation and any other costs being chargeable to and paid by the Seller.

10.3 Any Products as are referred to in clause 10.2 may not subsequently be tendered to the Company for acceptance unless their previous rejection and the Company's requirement that they be corrected have first been disclosed to the Company in writing. All such Products will have the same warranty as stated in clause 7 from the date of re-delivery. Any such disclosure to the Company must be in accordance with the procedures for Notice under the Contract in accordance with clause 32.

10.4 Clause 10.1 shall apply notwithstanding either inspection of or failure to inspect the Products by the Company and notwithstanding property in the Products has passed to or remained with the Company (as the case may be).

10.5 The rights of the Company in this clause 10 shall not affect any other right or remedy of the Company and are in addition thereto.

10.6 If under any circumstances the Seller becomes aware that any Product already supplied or to be supplied to the Company does not conform with the requirements for or specification of that Product, it is the express duty of the Seller to notify the Company forthwith of such non-conforming Product (where time shall be of the essence) and to work with the Company in minimising, correcting and eliminating the effect of such non-conformity in accordance with the rights and remedies of the Company set out in these Conditions.

11 Risk and property

Unless otherwise agreed in writing by the Parties title to Products supplied under a Contract shall pass to the Company on delivery in accordance with the Conditions. The Products shall be at the Seller's risk until so delivered (and again, if applicable, in accordance with clause 10.2).

12 Deterioration of the Products

Without limiting the generality of clause 10, the Seller accepts the risk of deterioration of the Products which is necessarily incident to the course of transit.

13 Product Insurance

13.1 The Seller shall maintain adequate insurance in respect of the Products while at the risk of the Seller and shall provide satisfactory written evidence of such cover at the request of the Company.

13.2 The Seller shall assign the benefit of such insurance to the Company at the Company's request (to the extent permitted by law).

14 Company's Property and Parts

14.1 Any property of any kind supplied to the Seller by the Company will be and remain the Company's property, and the Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products and delivered to the Company in accordance with a Contract, in which case clause 14.2 shall apply.

14.2 Materials or parts provided by, or on behalf of, the Company to the Seller which have been, or are to be, processed by the Seller are so provided solely for purposes of such processing and remain the Company's property.

14.3 All Company property, while in the Seller's possession or control, will be held at the Seller's risk, free from all encumbrances, charges or other security interests of the Seller or any third party, and will be insured by the Seller at the Seller's expense in an amount equal to its replacement value, any claims being payable to the Company (with the Seller making up any shortfall).

14.4 Any property of the Company in the Seller's possession may at any time be removed by or at the direction of the Company from the Seller's premises on prior written notification by the Company.

15 Intellectual Property

15.1 The Seller will indemnify the Company, its successors and assignees, its customers and the users of any Products from all claims, demands, judgments, liability, settlements, costs, losses, damages and legal fees incurred as a result of actual or alleged infringement by the Seller or any party supplying all or part of the Products to the Seller of any patent, copyright, trademark, trade secret, design right or other actual or alleged intellectual property right of any third party arising from the Company's purchase, use or sale of Products supplied under a Contract, and will (so far as the law permits) defend at the entire expense of the Seller any and all actions or proceedings brought against the Company arising out of any such claims.

15.2 The obligations of the Seller in clause 15.1 are in addition to and all other rights or remedies of the Company.

16 Product Safety

16.1 The Seller will provide all safeguards, and take all precautions, necessary in connection with the production, processing and delivery of the Products to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property.

16.2 The Seller warrants that all Products will be produced and delivered and Services carried out in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and the Company's requirements concerning safety, performance and otherwise, including (without limitation) where such Services are performed on premises controlled by the Company.

17 Liability Insurance

17.1 The Seller agrees to maintain product liability insurance covering bodily injury, personal injury and property damage, caused by defective Products or Services, with a limit of liability of not less than £5,000,000 per occurrence.

17.2 At the Company's request, the Seller will provide the Company with written evidence, reasonably acceptable to the Company, of the Seller's compliance with the requirements in clause 17.1.

17.3 The insurance requirements in this clause 17.1 are separate and distinct from any other obligations of the Seller contained in the conditions which shall not limit or restrict in any way the Seller's liability arising under the Contract.

18 Hazardous Materials

18.1 Seller warrants represents and undertakes that any chemical substance compound or mixture delivered to the Company pursuant to a Contract:

18.1.1 is lawfully available for sale and use worldwide;

18.1.2 will be properly packaged with appropriate warning labels, instructions for use, and notices under current UK COSHH regulations (or any replacement regulations); and

18.1.3 if supplied in bulk, the Seller will provide the Company with an adequate supply of such warning labels, instructions and notices for use in the Company's premises.

18.2 The Seller will supply with or before delivery and at any other time upon the Company's written request, all information known to the Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances compounds or mixtures delivered pursuant to a Contract, and any precautions that should be taken to eliminate or reduce to a minimum such hazards.

- 18.3 The Seller will ascertain and furnish all information about Products required by the Company to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable “right-to-know” laws and occupational health and safety legislation and regulations), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to the Company upon written request a list of all ingredients and their amounts contained in the relevant Products and information concerning any subsequent changes to such ingredients.
- 18.4 The Seller undertakes and warrants that Registration of appropriate substances has been made under the EC REACH (Regulation, Evaluation, Authorisation and Restriction of Chemicals) regulations (or any replacement regulations in force when a Contract is made under these Conditions) in respect of any Products supplied by the Seller to the Company.

19 Health and safety at the Company’s premises

If the Seller, either as principal or by its agent or employee, enters upon the premises of the Company, the Seller agrees to comply with the Company’s rules and regulations, including but not limited to its environmental, health, safety and security rules and regulations.

20 Termination

- 20.1 Without limiting any other right or remedy it may have, the Company may terminate a Contract wholly or partially at any time by notice to the Seller, such notice to take effect as follows:-
- 20.1.1 with immediate effect in case any Product and/or Services supplied under the relevant Contract or their delivery does not/do not comply with the Conditions (whether or not such Product and /or Services has/have been rejected pursuant to clause 10); or
- 20.1.2 in the case of any other breach of the Conditions, on a date specified in the notice for the remedy of the breach, in the event that such breach has not been remedied by the specified date; or
- 20.1.3 with immediate effect in the case of the Seller becoming insolvent or any order being made or resolution passed for the winding up of the Seller (other than voluntarily for the purpose of the solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed of the whole or any part of the Seller’s assets or business, or if the Seller makes any composition with its creditors or taxes or suffers any similar or analogous action in consequence of debt; or
- 20.1.4 with immediate effect if, in the reasonable opinion of the Company, the ability of the Seller to perform the Contract in accordance with the Conditions becomes compromised for any reason apart from those set out in clause 20.1.3.
- 20.2 In the case of termination pursuant to clause 20.1 (whether or not any Product or Services has/have been rejected) the Company will be entitled (without limiting its general entitlement to claim damages for breach of Contract) to obtain replacement(s) of the Product(s) and/or Services the subject of the terminated contract from an alternative source with any cost in excess of the Price paid or contracted to be paid for such Product(s) being charged to and payable by the Seller.
- 20.3 The Company may at any time terminate a Contract, in whole or in part, by giving written notice to the Seller (“Early Termination Notice”).
- 20.3.1 After receiving an Early Termination Notice, the Seller will immediately cease production, processing and/or delivery of any Product indicated in the Early Termination Notice.
- 20.3.2 In the case of termination pursuant to clause 20.3 (but not clause 20.1) the Company will pay the Seller, on a *pro rata* basis, for Products delivered on or before the date of receipt of the Early Termination Notice, and for actual expenses incurred by the Seller (provided these are reasonable and properly incurred) for work in progress up to and including the date of receipt of the Early Termination Notice, but only to the extent that such expenses do not exceed the relevant Price.
- 20.3.3 On payment of the sums referred to in clause 20.3.2, all work in progress and finished Products in respect of which payment is made will, if the Company so elects, become the property of the Company and will be released by the Seller to the Company for collection and removal, on demand.
- 20.3.4 The provisions of this clause 20 shall not limit any other statutory or contractual rights or remedies of the Company, including those contained in the Conditions and those applicable to a breach of the Conditions on the part of the Seller.

21 Confidentiality

- 21.1 The Seller agrees not to disclose or publicise the fact that the Company has contracted with the Seller, and not to disclose any details, specifications, designs, drawings or other information relating to the Products the subject of a Contract, without the Company’s prior written consent.
- 21.2 Unless otherwise in the public domain, all information disclosed by the Company to the Seller is confidential and proprietary and the Seller agrees that it will not disclose or use such information except for the purpose of performing its obligations under this Contract.
- 21.3 All such items as are referred to in clauses 21.1 and 21.2 are the property of the Company and are to be delivered to the Company upon demand.
- 21.4 The Seller agrees that no information disclosed by it to the Company is confidential unless prior written notice to that effect is given to and accepted by the Company.

22 Indemnity

The Seller will indemnify the Company, its successors and assignees and keep them indemnified from and against all claims, demands, liability, judgments, settlements, costs, losses, damages and legal fees arising from:

- 22.1 personal injury, death, damage to or loss of property suffered by the Company, the Seller, any employee or invitee of the Company or the Seller, or by a third party arising out of or in connection with the production processing and/or delivery of any Product supplied pursuant to a Contract, whether caused by the Seller, a supplier of the Seller, or any employee or invitee of either of them;
- 22.2 any breach of the Conditions;
- 22.3 any loss or damage to the property of the Company while in the Seller’s possession or under its control.

23 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of the Conditions for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than three calendar months, either Party may terminate this Agreement by written notice to the other Party.

24 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

25 Entire Agreement

Subject to any agreed written variation made in accordance with these Conditions, these Conditions and any Contract which incorporates them contain the whole agreement between the parties in respect of the Products and/or Services the subject of such Contract and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject-matter. Any terms and conditions of the Seller shall be suspended by these Conditions. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in these conditions excludes liability for fraud.

26 Waiver

No failure or delay by the Company in exercising any right, power or privilege under these Conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Conditions are cumulative and not exclusive of any rights and remedies provided by the law.

27 Agency, partnership etc

The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Conditions. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf. The Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of the Seller or its subcontractors will be deemed to be an employee of the Company

28 Further assurance

Each Party shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

29 Severance

If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Conditions.

30 Announcements

No Party shall issue or make any public announcement or disclose any information regarding the Contract unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains its approval. However, neither Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

31 Interpretation

In this Agreement unless the context otherwise requires:

- 31.1 words importing any gender include every gender;
- 31.2 words importing the singular number include the plural number and vice versa;
- 31.3 words importing persons include firms, companies and corporations and vice versa;
- 31.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to the Conditions;
- 31.5 any obligations on either Party not to do or to omit to do anything is to include an obligation not to allow that thing to be done or omitted from being done;
- 31.6 the headings to the clauses, schedules and paragraphs of the Conditions are not to affect their interpretation and are for ease of reference only;
- 31.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;
- 31.8 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

32 Notices

- 32.1 Any notice to be given under the Contract shall be in writing and shall be sent by first class recorded delivery mail or signed-for air mail, or by facsimile or e-mail (confirmed by first class recorded delivery mail or signed-for air mail) to the address of the relevant Party or to the relevant facsimile number or email address specified in the Contract or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.
- 32.2 Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).

32.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed, posted and signed for, or that the facsimile was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

33 Law and jurisdiction

The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

34 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly provided in the Conditions, the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

35 Assignment

The Seller shall not assign, transfer, charge or otherwise deal with the Contract without the prior written consent of the Company. The Company may assign the benefit and burden of the Contract subject to giving the Seller written notification within 2 working days following such assignment.

36 Limitation of damages payable by the Company

36.1 In the event of breach of contract on the part of the Company, the Company's liability shall be limited to the actual amount payable by the Company under the terms of these Conditions and shall not include any consequential or special damages of any kind;

36.2 Any proceedings against the Company in respect of any claim shall be commenced within one year of the cause of action arising, failing which any such claim shall cease to be enforceable.

36.3 No such limitations as are contained in clauses 25.1 and 25.2 shall apply to any liability of the Seller to the Company under these Conditions or the general law.

37 Seller Duty of Care

The Company requires the Seller to conduct their operations in a manner that complies with the policy statements of the Company available to view and download on the Company website including (but not limited to) those concerning GDPR, Modern Slavery, SVHC, REACH, RoHS and Conflict Minerals. The Company will cease business with any Seller that on request fails to give adequate assurance on any such topic.

	Bluemay Limited
	Bidmead Park
	Sells Green
	Seend
	Melksham SN12 6RS (GB)
t	01380 821821
f	01380 821828
e	sales@bluemay.co.uk
w	www.bluemay.co.uk