

All goods and services are purchased subject to the following conditions.

1. Definitions

In the context of these conditions

- (a) **The term “Buyer” shall mean Pilgrim International Ltd.**
- (b) The term “Seller” shall mean the person firm or company to whom the Buyer issues the Purchase Order.
- (c) The term “Purchase Order” shall mean the Buyers Purchase Order which specifies that these conditions apply to it.
- (d) The word “goods” mean the articles or things specified in the Purchase Order and the word “services” means the work described in the Purchase Order.
- (e) “The Contract” shall mean the contract between the Buyer and the Seller consisting of the Purchase Order these conditions and any other documents specified in the Purchase order.
 - a. Should there be any inconsistency between the document comprising the Contract they shall have precedence in the order herein listed. A document or condition not specified in the Purchase Order shall not be part of the Contract and any condition or stipulation to the contrary is hereby excluded.

2. Acceptance

The Purchase Order constitutes an offer on the part of the Buyer which must be accepted in writing by the Seller or by the actual execution of the Purchase Order. Acceptance of the Purchase Order will be deemed to bind the Seller to these conditions and no goods or services shall be supplied or performed by the Seller their employees agents or representatives except in accordance therewith.

3. Quality and Defects

- (a) All goods and services supplied or carried out shall be the very best quality and subject to the Buyer’s approval and must meet the governing specification as to the quantity/quality standards or description. The seller shall promptly communicate to the Buyer all available information regarding any potential hazard known or believed to exist in the transport handling or use of the goods.
- (b) The Buyer reserves the right to reject any goods or services which are faulty or do not conform to the quality standard or description as specified in the purchase order. The Buyer may return the rejected goods at the Sellers risk and expense.

4. Indemnity

The Seller will indemnify the Buyer against the following:-

- (a) Loss or damage or injury whatsoever and whensoever arising caused to the Buyer or for which the buyer may be liable to third parties due to the defective workmanship or unsound quality of the goods or services supplied.
- (b) Claims in respect of death or injury howsoever caused to any of the employees or those of the agent or sub-contractors of the Seller while in or about the buyer’s works or other places of business.
- (c) Consequential loss or damage sustained by the Buyer or for which the Buyer may be liable as a result of the failure of the Seller to perform the services or supply the goods in accordance with the terms of the Order.
- (d) Without prejudice to the foregoing all claims in respect of any loss injury or damage arising directly or indirectly from the services and use of the goods by the Buyer or others.

5. Delivery

The date of the delivery of the goods shall be that specified in the Purchase Order. The Buyer will not bear the cost of unloading materials at the point of delivery in the case of materials being forwarded to a point of delivery or having to be transshipped unloaded or otherwise handled by the Buyers employees or agents the cost of unloading transshipping or handling will be charged to the Seller.

6. Passing of Property and Risk to the Buyer

The Property and risk in the goods shall remain with the Seller until delivery has been completed at the point specified in the Purchase Order when the Property and the risk in the goods shall pass to the Buyer absolutely.

7. **Price and Terms of Payment**

No variation in price will be accepted. The Buyer reserves the right to deduct from any monies due to become due to the Seller any monies due from the Seller to the Buyer in respect of materials supplied or services rendered. Unless otherwise stated in the Purchase Order payment will be made within 60 days of receipt and agreement of the Sellers invoice.

Value Added Tax where applicable shall be shown separately on all invoices as strictly nett extra charge.

8. **Breach**

Any breach of any term of the contract by the Seller either regarding time of delivery or otherwise shall (whether the Buyer has accepted the goods or services or any part thereof or not and whether the Property in the goods or services has passed to the Buyer or not) entitle the Buyer as its option either to treat the contract as repudiated or treat any such breach of warranty giving rise to claim for damages.

9. **Cancellation**

The contract may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

10. **Patents**

The Seller warrants that the design construction and quality of any goods and services to be manufactured or supplied under the contract comply in all respects with any statutes statutory rule or order or regulations which may be in force at the time and further that the services and the sale or use of the goods by the Buyer will not infringe any British or foreign trade mark trade name copyright or registered design. The Seller undertakes to indemnify the Buyer against any loss damage liability costs or expenses which the Buyer may suffer or incur by reason of any breaches of the said warranties.

11. **Assignment and Sub-Letting**

- (a) The Seller shall not without prior written consent of the Buyer transfer assign or sub-let the contract or any part thereof.
- (b) Any specifications plans drawings process information or the like supplied by the Buyer to the Seller in connection with the contract shall remain the property of the Buyer and any information derived therefrom or otherwise communicate to the Seller in connection with the contract to be kept secret and shall not without prior written consent of the Buyer be published or disclosed to any third party or made use of by the Seller except for the purpose of implementing the contract. Any specifications plans drawings process information or the like supplied by the Buyer must be returned to the Buyer on completion of the contract.

12. **Insolvency**

If the seller becomes insolvent or (being a company) makes an arrangement with its creditors or has receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) the Buyer may without prejudice to any other of its other rights terminate the contract forthwith by notice to the Seller or any person in whom the contract may have become vested.

13. **Arbitration**

The construction validity and performance of the contract shall be governed by the Law of England and all disputes which may arise in connection with the contract shall be submitted to the arbitration of the London Court of Arbitration under and in accordance with its rules at the date hereof. The parties hereto agree that the service of any notice in the course of any such arbitration at their addresses given the Purchase Order shall be valid and sufficient.