



# Knight Group

## CONDITIONS OF PURCHASE

Issue 6, 24th April 2018

for all your metal needs...

**STAINLESS STEELS**

**TITANIUM ALLOYS**

**NICKEL ALLOYS**

**ALUMINIUM ALLOYS**

**CLAD ALUMINIUM**

**COPPER, BRASS, BRONZE**

**CARBON STEELS**

**CLAD & PLATED METALS**

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- (a) The company will only accept responsibility for an order if issued on the company official form.

(b) Authorised officers of the company are the Company directors and other named persons on the written authority of a named director.
- No conditions submitted or referred to by the supplier upon any documentation or orally shall form part of the contract unless agreed to in writing by a representative of the company's Purchasing Department.
- No amendments to the company's orders shall form part of the contract unless agreed in writing by an authorised officer.
- The supplier will keep secret and will not disclose to any third party (except permitted sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the company in connection with this order, or which becomes known to the supplier through their performance of work under this order. The supplier will not mention the company's name in connection with this order or disclose the existence of this order in any publicity material or other similar communication to third parties without the company's prior consent in writing.
- The supplier may not assign or transfer this order or part thereof to any other person without the company's written consent. The supplier may not, without the company's written consent, sub-contract this order or part thereof, other than for materials, minor details, or for any part of the goods in respect of which the makers are specified overleaf, or to the extent to which subcontracting is a trade custom in relation to the subject matter of the order.
- Goods and materials shall be supplied strictly in accordance with the quantities, specifications and stipulations of this order.
- The supplier will ensure that in all respects (except by way of design or specification where the company has supplied the same) the goods and/or the work comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered and/or the work performed as the case may be.

Our purchasing document will describe the product to be purchased including where appropriate;

- Requirements for approvals, procedures, processes and equipment;
  - Requirements for qualifications of personal (if required);
  - Quality management system requirements, third party accreditation or testing requirements;
  - Where appropriate the identification and revision status of specifications, drawings, process requirements, inspection / verification instructions and other relevant technical data;
  - Requirements for design, test, inspection, verification, use of statistical techniques for product acceptance and related instructions for acceptance by the organisation.
  - Requirements regarding the need for the supplier to:
    - Notify the organisation of non-conforming material
    - Obtain organisational approval for non-conforming product disposition;
    - Notify the organisation of changes to products and / or process, change of suppliers, change of manufacturing facility location and, where required, obtaining organisation approval; and;
    - Flow down to the supply chain the applicable requirements including customer requirements;
  - Records Retention; records must be retained in accordance with the relevant quality standard stated on the order. Permission must be sought prior to the destruction of any documentation relating to a product purchased by the company.
  - Right of access by the organisation, their customer and regulatory authorities to the applicable area of all facilities, at any level of the supply chain, involved in the order and to all the applicable records; and
  - Requirements for a certificate of conformance, test report or authorized release certificate.
  - Ensure that persons are aware of their contribution to product or service conformity, to product safety and the importance of ethical behaviour.
- The supplier will notify the company as soon as possible that the goods or materials are at the supplier's premises ready for delivery so that the company has an opportunity to exercise the right hereby reserved, to inspect the same before despatch from the supplier's premises, but such inspection shall not relieve the supplier from responsibility nor be interpreted in any way to imply acceptance of such goods and materials after delivery. All goods are subject to inspection and acceptance after delivery.

9. In the absence of any earlier expressed acceptance by the supplier delivery by the supplier shall of itself constitute acceptance of these conditions.
10. Where time for deliver and/or performance by the supplier is specified, time shall be of the essence of the contract, for the avoidance of doubt the company reserves the right to cancel any order in full or part without paying compensation if not delivered within the time stated or alternatively, to claim reasonable compensation on any losses due to delayed delivery.
11. (a) The details referred to in Condition 11(b) must be clearly shown on (i) the outer packaging of all goods delivered under this order and (ii) on the supplier's delivery note which should be attached to the outside of such packaging. Failure to comply with this Condition 11(a) may result in the company not accepting delivery.  
(b). The details referred to are: details of goods, order number, quantity, the company's part number (if applicable), description and batch number (where applicable).
12. If for any reason, the company is unable to accept delivery of the goods on or after the agreed delivery date, the supplier will store the goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery.
13. The company may from time to time without liability in damages or otherwise to the supplier change any delivery schedule specified in this order or direct temporary suspension of such deliveries.
14. The goods and materials shall be delivered during normal business hours unless previously arranged otherwise.
15. Title to and property in all goods and materials shall pass to the company when delivery is made to the premises specified by the company but all goods and material remain at the risk of the supplier until they have been sufficiently inspected to ascertain that they have been supplied in accordance with the details stated in the order without prejudice to the right of rejection which the company may have under these conditions and/or at common law and/or by statute.
16. The company's signature, given on any delivery note, or other documentation, resented for signature in connection with the delivery of the goods, is evidence only of the number of packages received in particular, it is no evidence that the correct quantity or number of goods has been delivered or that the goods delivered are in good condition or of the correct quality.
17. Where no payment terms are specified overleaf, payment shall be due at the end of the month following the end of the month in which (a) the goods are delivered or the work is fully performed or (if later) (b) the invoice is delivered.
18. Without prejudiced to any legal or equitable remedies available for any breach of the contract, if either party defaults of any of its obligations under this contract (other than matters covered by paragraph 7 hereof) and fails to comply with a written notice from the other party warning against a further default of a similar nature or, if it is practicable, requiring the default to be remedied within a reasonable period specified by the notice then the other party may terminate the contract forthwith by giving the party in default written notice to that effect.
19. Unless the company agrees otherwise in writing, all goods and materials supplied are to be delivered by the supplier carriage paid to the address for delivery specified in the order.
20. The supplier agrees to replace any defective goods with all due expedition and to indemnify the company against any extra expenses, costs and losses (including consequential loss) incurred by them of any part of the goods or services supplied, whether being defective or otherwise and to indemnify the company against claims for infringements of patents or accidents to the supplier's workmen whether engaged at the company's premises or elsewhere in the execution of the contract between the parties.
21. All prices as stated on the order are firm and not subject to alteration.
22. The supplier warrants that the price of the items set forth on the order do not exceed those charged by the supplier to any other customer purchasing the same item or items in like or smaller quantities and other similar conditions.
23. The rights and remedies of the company under the contract shall not be diminished, waived or extinguished, nor shall any acceptance of the performance by the supplier of his obligations hereunder be implied by the granting of any indulgence, forbearance or extension of time by the company nor by any failure of, or delay by the company in asserting or exercising any such rights or remedies over by any payment by the supplier of, or on account of the contract price.
24. (a) If either the supplier or the company are delayed or prevented from performing the company's obligations under this order, by circumstances beyond the reasonable control of either of them, (including without limitation of any form of governmental intervention, strikes and lock-outs relevant to this order, breakdown of plant or delays by sub-contractors concerned) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in this order, this order may be cancelled by either party. The company will pay to the supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the supplier under this order prior to cancellation, and in respect of which the company has received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.  
(b) Subject to Condition 24(a), the company reserves the right to cancel the whole or any part of this order or any consignment on account thereof, if the same is not completed in all respects in accordance with the instructions and specifications stated in this order.  
(c) if the supplier shall become bankrupt or have a receiving order or administration order made against it or shall make any composition or arrangement with or any conveyance or assignment for the benefit of its creditors, or shall purport so to do or shall have any application made against it under any bankruptcy act, or (being a company) if any resolution shall be passed or an order of the court be made that it be wound up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done, the company shall be entitled to cancel this order forthwith by written notice to the supplier without liability to it of any kind but without prejudice to any other right or action which the company may have at the date of such notice.  
(d) In the event of the company cancelling this order under Condition 24(b) and/or 24(c) as to all or any of the goods and/or the work covered thereby the company shall be entitled to purchase from a third party a like quantity of goods of similar description and quality, or a reasonable alternative thereto, bearing in mind its needs to take delivery of the goods by the date specified overleaf, or to contract with a third party to perform work of a similar description and quality, and in that event the supplier shall be liable to reimburse to the company on demand all expenditure incurred by it in connection with their said cancellation, including any increase in the price over that stated overleaf.
25. The supplier will notify the company of non-conforming product and obtain approval of this product from the company before dispatch.
26. The supplier will notify the company of changes in product, processes and/or changes of supplier and where applicable obtain the company's approval.
27. Any dispute with regard to the interpretation, validity, application or otherwise shall be governed by English law and the English Courts shall have exclusive jurisdiction.
28. Suppliers will have systems and procedures in place to ensure the highest standards of behaviour and ethics when dealing with any product/ service relating to the company.
29. Suppliers will have systems in place to prevent the shipping of counterfeit/unapproved product to the company.