

TERMS AND CONDITIONS OF PURCHASE OF
HUMAN INTERFACE LIMITED

These are the Terms and Conditions of Purchase which apply to all our Contracts for the purchase of Products. These Terms provide the complete and exclusive Terms and Conditions of each Contract we make with suppliers.

Definitions

“The Company”	shall refer to Human Interface Limited (Company Number 03679411) having its registered office at 5 Jacks Walk Coalville Leicestershire LE67 2XA
“The Supplier”	shall refer to any company, firm, organisation or individual supplying products and/or services to the Company
“Product”	shall mean any articles, goods, products, thing or services supplied to the Company

1. These Terms and Conditions shall supersede all previous Terms and Conditions existing between the Company and the Supplier including any Terms or Conditions which the Supplier may purport to apply under any sales offer or similar document.
2. Any variation of these Conditions (including any special Terms and Conditions agreed between the Company and the Supplier) shall be inapplicable unless agreed in writing by the Company.
3. The Supplier shall provide the Company with reasonable notice and in any event not less than three month’s prior notice in writing in the event that the Supplier decides to discontinue production of any of the Products (or make revisions or amendments to the specifications of the Products)
4. The Supplier will not under any circumstances sub-contract or all or any part of this Contract without the express written consent of the Company.
5. **CONFORMITY OF ORDER**

The quantities specified by the Company shall not be exceeded nor any specification modified without the prior written authorisation of the Company. The cost of any modifications of any kind introduced by the Supplier without such prior express written authorisation shall be met entirely by the Supplier.

6. NATURE AND QUALITY OF PRODUCTS

- 6.1 All representations, statement or warranties made or given or accepted by the Supplier, the Supplier's servants or agents or otherwise regarding the quality and fitness for purpose of the Product shall be deemed to be express conditions of the Contract of Sale.
- 6.2 We reserve the right to reject at any time any of the Products ordered which are not of the best quality or do not reach our approved standards of material, workmanship or quality. We may return such rejected Products to the Supplier at the Supplier's expense and risk and the Supplier shall at the Company's request, either credit the value of any such Products to the Company or if the Company so wishes supply replacement goods free of charge within a reasonable time without prejudice to any further remedies by way of damages or otherwise which we may have against the Supplier.

7. PRICE AND PURCHASE

- 7.1 The Price of the Product shall be the Price quoted by the Supplier which shall remain fixed and binding upon the Supplier.
- 7.2 All quotations provided by the Supplier shall remain valid for 180 days from the date of receipt of the quotation by the Company.
- 7.3 Payment of the Price payable shall be due on the last working day of the month following the end of the month in which the Product is delivered.

8. DELIVERY

- 8.1 The Product shall be delivered in the quantities and on the date required by the Company and the Company reserves the right to adjust the required delivery date at any time. The delivery date is of the essence in this Contract.
- 8.2 If the Supplier fails to deliver all of the Products in accordance with the Contract on the delivery date then without prejudice to the Company's rights for breach of Contract;
- 8.2.1 The Company may terminate the Contract. In this event without prejudice to the Company's other remedies the Supplier shall promptly and at the Supplier's own expense collect any Products which have been delivered.
- 8.2.2 Where delivery of a quantity of the Products which correspond to the Contract which is less than the agreed quantity or quality or standard has been tendered and the Company have not exercised the Company's right of termination under Clause 8.2.1 above the Company may accept the Products which correspond to the Contract and recover from the Supplier for the Supplier's breach for failure to deliver the full Product or remainder of the Products.

8.2.3 The Company may require the Supplier promptly to deliver sufficient Products which correspond to the Contract to comply with the quantity or quality required.

8.2.4 The Company may exercise these rights by written notice to the Supplier.

8.3 In the event of early delivery, the Product shall be treated for the purpose of payment as having been delivered on the delivery date.

8.4 The Supplier agrees to deliver to the Company all Products carriage paid and insured, unless otherwise expressly agreed in writing between the Company and the Supplier. All Products must be packed in accordance with any instructions given by the Company to the Supplier and in any event in such a manner as to reach the Company in perfect operational use or condition.

9. **RISK AND TITLE**

The risk and title (including any intellectual property rights of any nature) to the Products shall pass to the Company upon their delivery without prejudice to any right of rejection of the Products which may accrue to the Company under these conditions.

10. **INDEMNITY**

10.1 The Supplier accepts full responsibility for all or any loss, damage, injury or death resulting from the supply to the Company of any Products and the Supplier agrees to indemnify the Company against all claims, suits, liabilities and expenses which may be brought against or incurred by the Company except such claims, suits, liabilities and expenses which may arise as a result of negligence entirely on the Company's part and entirely without sole or contributory negligence on the part of the Supplier, the Supplier's servants or agents.

10.2 The Supplier agrees to indemnify the Company and the Company's customers for all or any loss, damage, injury or death (including but not limited to any legal costs, damages, loss of profit and consequential loss or fine) resulting from infringement or alleged infringement of any intellectual property rights or moral rights or any civil action or criminal action.

11. **TERMINATION**

Without prejudice to any other rights which the Company may have (whether to claim damages or otherwise) the Company may terminate the Contract in the event that:

11.1 The Supplier Commits a material breach of the Contract which is not remediable or, if remediable, is not remedied within seven days of the Company providing written notice to the Supplier of the breach or breaches;

11.2 The Supplier becomes bankrupt or insolvent or has a Receiving Order made against it or compounds with its creditors or, being a company, is subject to a

Winding-Up Order or an administrator or a receiver is appointed over any part of its business or assets.

12. **FORBEARANCE BY THE COMPANY**

No forbearance or indulgence by the Company shown or granted to a Supplier whether in respect of these Terms and Conditions or otherwise, shall in any way affect or prejudice the rights of the Company against the Supplier or be taken as a waiver of any of these terms or conditions.

13. **SEVERENCE**

In the event that any provision of these terms and conditions is declared by any judicial or competent authority to be void, voidable, illegal or otherwise or unenforceable then such provision may be severed from these terms and conditions and the remaining provisions shall remain in full force and effect.

14. **LAW AND RESTRICTIVE COVENANTS**

14.1 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

14.2 The Supplier shall maintain as confidential all information and data provided to the Supplier.

14.3 During the continuation of this Agreement and for 9 months after the expiry of this Agreement the Supplier will not by themselves their servants agents or otherwise seek directly or indirectly to induce any customer or prospective customer of the Company to deal or not deal with the Company.

14.4 During the continuation of this Agreement and for 9 months after the expiry of this Agreement the Supplier will not by themselves their servants agents or otherwise seek directly or indirectly to carry out any work for any customer or prospective customer introduced by the Company to the Supplier.

15. **THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.