

ROBERT BOSCH LIMITED

Conditions of Purchase of Goods and/or Maintenance and/or Installation

DEFINITIONS

1. In these Conditions the "Company" means Robert Bosch Limited; "goods" means any item of whatsoever nature which is to be purchased by the Company or which are to be the subject of services provided by the Seller; "services" means the performance of any work or services of any nature for the Company by the Seller; "Seller" means the person who sells or agrees to sell any goods or who performs or agrees to perform any services; "import contract" means a contract for the sale of goods where the goods are consigned from outside the United Kingdom; "deliver" and "delivery" mean physical transfer of actual possession of the goods to the Company at the address for delivery stated in Condition 5(a) and delivery to a carrier shall not be delivery to the Company; "liability whatsoever" shall include without prejudice to the generality of the expression, liability in tort and in contract, including liability for death, personal injury, damage to, or loss of, property and all direct and consequential loss of any kind howsoever caused or arising but excluding any liability for death or personal injury resulting from the Company's negligence within the meaning of that expression as defined in Section 1 of the Unfair Contract Terms Act 1977; "materials" means any and all materials, whether components, raw materials or otherwise and whether in an unfinished, semi-finished or finished state. The headings in these Conditions are for convenience only and shall not be used in construing the Conditions.

GENERAL

2. (a) These Conditions shall apply to every purchase of goods made or agreed to be made by the Company and every contract where services are to be provided by the Seller and no variation or abrogation of the same shall be effective (whether contained in any document emanating from the Seller or made orally by the person acting or purporting to act on behalf of the Seller or the Company) unless it is evidenced in writing signed on behalf of the Company and such evidence contains a specific reference to the Conditions being varied or abrogated.
(b) The commencing of any work by the Seller or any other conduct of the Seller pursuant to an order by the Company shall constitute unqualified acceptance by the Seller of these Conditions.
(c) All drawings, diagrams, and specifications supplied or paid for by the Company are or, as the case may be, shall be the property of the Company and they shall be returned or delivered (as the case may be) to the Company in good condition forthwith on request and they and the Company's order shall be treated by the Seller as confidential and shall not be made known nor communicated to nor shall copies be supplied to any other person nor used by the Seller other than in connection with the Company's order.
(d) Where representations have been or are made, whether orally or in writing before or after the placing of an order by the Company, by or on behalf of the Seller in relation to the goods or services or any aspect thereof the Company shall be entitled to rely thereon and such representations will be deemed to form part of the contract to which these Conditions apply.

PRICE AND PAYMENTS

3. (a) The Company shall only be liable for those charges expressly authorised in the Company's order. The price for the goods as stated on the Company's order shall unless otherwise stated by inclusive of, inter alia, packaging, freight and insurance costs, delivery charges, customs dues and charges for special tests requested by the Company and in no event whatsoever will the Company be liable to make any payment for, or in respect of, the goods (including delivery thereof in accordance with Condition 5) or services in excess of such stated price.
(b) The statutory and any express or implied right of the Seller to a lien over the goods and to any rights of stoppage in transit are hereby expressly excluded.
(c) The Company shall be entitled to set off against monies for which it is liable to the Seller any debts or liquidated damages owed by the Seller to the Company under any contract.

PACKING

4. The Seller shall ensure that the goods are properly packed so that they are delivered to the Company in perfect condition. Any packing cases or materials may be returned at the Seller's request but at the risk, cost and expense of the Seller. Any data reasonably requested by the Company for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 shall accompany delivery of the goods.

DELIVERY

5. (a) The Seller shall deliver the goods to the Company at the place stated in the Company's order and delivery of the goods shall be made on the date or dates and in the quantities specified as "firm" in the Company's order or in any delivery schedule from time to time given by the Company during the Company's normal business hours and time for delivery shall be of the essence. In the event that the goods or any part thereof are not delivered on such specified date or dates the Company shall be entitled to cancel the contract forthwith and to reject the goods when delivered without prejudice to any other rights it may have.
(b) The Company shall on giving written notice to the Seller be entitled to postpone the date or dates for delivery or the provision of services or to suspend (for such period as it shall decide) deliveries or the provision of services in the event of act of God, war, riots, strikes, lock-outs, trade disputes, fires, breakdowns, mechanical failures, interruption of transport, Government action or any other cause whatsoever outside the Company's control which affects the Company's business, whether or not of like nature to those specified above. In the event that the date or dates for delivery or the provision of services is so postponed the provisions of paragraph 9a) of this Condition shall apply to such postponed date. The Company may in such notice suspending delivery or the provisions of services stipulate a period of suspension at the expiry of which, if the event or events still prevails the contract may at the option of the Company be cancelled.
(c) Without prejudice to any other rights it may have, the Company shall be entitled to cancel the contract on giving 28 days notice in writing to the Seller. In such event the Company shall not be liable for any consequential loss (other than loss of profit) caused by any breach by the Company of the contract.
(d) The Seller--
(i) shall, on the same day that the goods are despatched, post to the Company an invoice and ensure that a delivery note accompanies the goods;
(ii) shall in all correspondence, advice notes, delivery notes, invoices and accounts in respect of the goods and services quote the Company's order number.
In this Condition "despatch" and "despatched" mean the moment the goods leave the premises of the Seller or if manufactured elsewhere such other premises for delivery to the Company.

TRANSFER OF PROPERTY

6. The property in the goods shall pass to the Company on delivery.

RISK

7. (a) The goods are at the risk of the Company from and only from the time of delivery provided always that if the Company has cancelled the contract pursuant to Condition 5 or, if the Company has exercised any right of rejection pursuant to these Conditions or otherwise, the risk shall be or remain with the Seller.
(b) Where delivery has been delayed through the fault of the Company the goods shall, notwithstanding such delay, remain at the risk of the Seller.
(c) Notwithstanding and in addition to any implied obligations the Seller may be under by virtue of the fact that the goods remain at the risk of the Seller until delivery the Seller shall forthwith replace any goods destroyed, damaged, lost or which have deteriorated during the course of transit. Section 33 of the Sale of Goods Act, 1979 shall not apply.

QUALITY, QUANTITY AND INDEMNITY

8. (a) All goods supplied to the Company shall, without prejudice, and in addition to any terms as to fitness for purpose, quality, or conformity with description or sample which may be implied--
(i) conform in all respects to any description, design or specification in the Company's order;
(ii) be fit and sufficient for the purpose for which they are to be used by the Company;
(iii) be of the highest quality and free from defects, whether latent or patent, in design, material and workmanship;
(iv) be so designed and manufactured as to be safe and without risks to health or property when properly used;
(v) be supplied with all reasonable information and instructions as to use in particular to ensure that, when put to use, they will be safe and without risks to health or property; and
(vi) where a sample or samples are provided by the Seller, the goods shall conform in all respects with the sample or samples.
(b) The Company relies on the skill and judgment of the Seller in relation to the goods and the provision of services.
(c) In the event that the goods are delivered in quantities which are in excess of or less than the quantity ordered the Company shall, without prejudice and in addition to any other rights it may have, have the right to reject the whole, to accept part or to accept all of the goods so delivered and, in the case of acceptance, to pay for such part accepted at the contract rate provided that, and without prejudice to the above rights, where the quantity delivered is less than the quantity ordered the Company shall be entitled to recover all costs and expenses incurred by it as a result thereof and in particular, but without prejudice to the generality of the foregoing, all sums expended by the Company in obtaining alternative supplies and any loss (including loss of profit) suffered by the Company as a result of delays in its production or lost contracts.
(d) Notwithstanding and in addition to the foregoing provisions the Seller shall fully indemnify and keep indemnified the Company against all actions, costs, claims or demands whatsoever and all loss or damage (including consequential loss or damage) caused by, or arising out of, the Seller's failure to supply goods conforming to the contract.

INSPECTION AND TESTS

9. (a) Notwithstanding any inspection carried out by the Company or tests as provided in paragraph (b) of this Condition, Condition 8 shall remain in full force and effect whether or not such inspection or tests revealed, or should have revealed, any defect in the goods or the services performed.
(b) The Seller will carry out such special tests on the goods as may be requested by the Company and in addition the Seller shall carry out such testing and examination as may be necessary to ensure that the goods are so designed and manufactured as to be safe and without risks to health or property when properly used.
(c) Without prejudice to the generality of paragraph (b) of this Condition the goods shall, where a British Standard applies, be tested and inspected by the Seller in accordance with, and the goods shall comply in all respects with, the requirements and standards of the British Standards Institute.
(d) For services - copy of ISO 9000 (or other relevant) certificate and auditors statement shall be provided at the Company's request.

REJECTION OF GOODS AND SELLER'S INSOLVENCY

10. (a) If the Seller shall default in or commit any breach of its obligations to the Company or any of these Conditions (whether classified or described as a condition, warranty or otherwise and whether or not the Company has accepted the goods or any part thereof) the Company shall be entitled to reject all or any part of the goods and to determine any contract then subsisting without prejudice to any other claim or right the Company might make or exercise.
(b) If any execution or distress shall be levied upon the Seller or if the Seller shall cease or threaten to carry on its business, shall enter into any negotiation for arrangement or composition with its creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or, if the Seller is a corporate body, any resolution is proposed or petition presented to wind up the Seller or if a receiver of the Seller's assets or undertaking or any part thereof shall be appointed, the Company shall be entitled to determine any contract then subsisting without prejudice to any other claim or right the Company might make or exercise.
(c) In the event of the exercise by the Company of its rights to reject the goods or to determine the contract whether under these Conditions or otherwise the Company shall, in addition to all other rights and remedies it may have, have the right to recover from the Seller all such costs and expenses (including increased price) the Company may incur in obtaining alternative supplies or the provision of alternative services, any loss (including loss of profit) suffered by the Company as a result of delays in production or lost contracts, and any storage, insurance, transport or other expenses the Company may incur in respect of the goods or services.
(d) Where the Company rejects all or part of the goods the Seller shall, if requested by the Company, collect the goods (or such part thereof) at its own cost and expense and the Company shall in any event be under no duty to return the goods (or such part thereof) to the Seller and shall be under no liability whatsoever and whether as bailee or in any other capacity, for any theft or loss of, or damage to, or destruction of, the goods (or such part thereof) howsoever caused and shall be under no obligation to insure the goods (or such part thereof) whilst in possession of the Company and any obligation on the Company to take reasonable care of and exercise caution in respect of the goods (or such part thereof) is hereby expressly excluded. If the Seller fails to collect the goods (or such part thereof) as requested by the Company the Company may return the goods (or such part thereof) to the Seller entirely at the risk and expense of the Seller.

PATENTS

11. (a) The Seller specifically warrants that it has a right to sell the goods, that the Company shall have and enjoy quiet possession of the goods and that the goods are and shall be free from any charge or encumbrance in favour of a third party and in the event of any claim being made or action brought or threatened against the Company in respect of infringement of patents, trademarks, tradenames, registered designs or any other industrial property rights in respect of the goods the Seller shall fully indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any such claim being made or such action being brought except where the goods are manufactured to a design supplied by the Company and such claim or action is exclusively referable to such design.
(b) The Seller specifically warrants that in performing the services it is not infringing any copyrights, patents, trademarks, registered designs or other similar rights and in the event of any claim being made or action brought or threatened against the Company in respect of infringement of any such rights the Seller shall fully indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any such claim being brought.

IMPORT CONTRACTS

12. (a) In relation to any import contract the Company shall use its reasonable endeavours to obtain any necessary import licences in respect of the goods but shall be under no liability whatsoever for failure to obtain or maintain such licences and in the event that such licences are not forthcoming the contract shall be terminated and both the Seller and the Company released from their respective obligations thereunder without liability..
(b) In relation to any import contract the Seller shall obtain and maintain all necessary export licences in respect of the goods.

PROVISION OF SERVICES

13. (a) The Seller shall provide the services on the date or dates specified in the Company's order and time shall be of the essence. In the event that the services or any part thereof are not provided on such specified date or dates the Company shall be entitled to cancel the contract forthwith.
(b) Services performed by the Seller shall be of the highest quality, free from defects, whether latent or patent, in design, material and workmanship and shall conform in all respects to any description, design or specification in the Company's order and to any representations made in respect thereof by the Seller.
(c) Where services are to be supplied by the Seller on the premises of the Company--
(i) the Company shall be under no liability whatsoever to the Seller, its servants or agents in respect of loss or destruction of, or damage to, any property of the Seller, its servants or agents and the Seller shall indemnify the Company from and against any claim which may be made against the Company if respect thereof;
(ii) the Seller shall indemnify and keep indemnified the Company against all losses, costs, expenses, claims and demands for death, injury, loss, destruction or damage to any person or property whatsoever and any other loss (including loss of profit) suffered by the Company as a result of delays in production or lost contracts, which may arise out of, or in consequence of, the provision or failure to provide the service in conformity with the contract; and
(iii) the Seller shall ensure that it, its agents, workmen, servants, employees and any firm, person or company contracting with the Seller comply with the safety regulations of the Company contained in the Company site rules and safety handbook as may be re-issued from time to time a copy of which is hereby acknowledged to have been received by the Seller.
(d) Where materials are supplied by the Company on or in respect of which work or services are to be performed by the Seller--
(i) the Seller shall indemnify and keep indemnified the Company against any theft or loss of or damage to or destruction of the materials while in the possession (whether actual or constructive and whether in transit or not) of the Seller before, during or after work or services are performed on, or in respect of, the materials;
(ii) the Company shall not be under any liability whatsoever to the Seller, its servants or agents in respect of loss or destruction of, or damage to, any property of the Seller, its servants or agents arising out of, or in consequence of, any work or services performed on or in respect of the materials or any use by the Seller thereof and whether or not arising out of a latent or patent defect or flaw in materials or a particular characteristic of the materials or otherwise howsoever.
(e) Where the services include the processing of personal data as defined in the Data Protection Act 1998 the supplier agrees to process such data only in accordance with the Company's written instructions and to maintain a level of security appropriate to the nature of the data to be protected and the harm that might arise from unauthorised or unlawful processing or loss, destruction or damage of such data.

COPYRIGHT DESIGN RIGHT AND RIGHTS IN INVENTION

14. (a) All copyright in artistic or literary works commissioned by the Company shall be vested in the Company unless otherwise expressly provided in any contract to which these Conditions apply.
(b) Property in designs or inventions created in the course of any contract to which these Conditions apply shall belong to the Company unless otherwise expressly provided in such contract.

NOTICES

15. Any notice to be given by the Company shall be deemed to be given upon its being posted or sent by facsimile or e-mail, to the Seller's registered office or, in the case of an individual or firm, to its last known address.

ASSIGNMENT

16. The Seller shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof, to any other person whatsoever without the written consent of the Company.

PROPER LAW

17. All contracts made between the Seller and the Company shall be governed by and construed in accordance with English Law and, in the case of import contracts, the Uniform Laws on International Sales Act 1967 shall not apply. The Courts of England and Wales shall have exclusive jurisdiction in respect of disputes between the Company and the Seller.