



OQEMA Whyte – GENERAL CONDITIONS OF Purchase

1. EXTENT OF CONTRACT OF GOODS, ETC.

The contract entered into between The Whyte Group of Companies (hereinafter called “The Buyer”) and the person, firm or company to whom the Purchase Order is addressed (hereinafter called “The Seller”) is for the sale and delivery of the items

or services which are the subject of this Purchase Order and specified or described herein and in any specification referred to herein (hereinafter called “the Goods”) and includes the supply, protection, painting, marking and delivery of the Goods.

In the event of any conflict between these General Conditions and the provision on the face of the Purchase Order, the latter shall prevail

2. ACCEPTANCE OF CONDITIONS

This document sets forth the entire agreement between the Buyer and Seller. No conditions or terms contained in the quotations, offers, acknowledgements,

or other communications of the seller shall annul or vary any of these General Conditions and the instructions contained in the Purchase Order unless expressly agreed by both parties in writing.

3. WARRANTIES

The Seller assumes all warranties which are provided by law, and in addition, expressly warrants that the Goods conform to the description and specifications referred to in the Purchase Order.

The Seller warrants that the design manufacture quality, packing and labeling of the Goods shall comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order or other instrument having the force of law,

Which may be in force at the time when the Goods are supplied.

The Buyer may by written notice to the Seller reject any of the Goods which fail to meet the requirements of the Purchase Order. Such notice shall be given within a reasonable time after delivery to the Buyer of the Goods concerned.

It is the responsibility of the Seller to provide relevant Product and Health,

Safety & environmental information for all Goods and services.

4. INDEMNITIES

Without prejudice to any other rights and remedies of the Buyer, the Seller shall indemnify the Buyer against all claims, damages, losses, costs and expenses which may result directly or indirectly from any defect in the Goods

5. DELIVERY

Strict compliance with the time and place of delivery set out in the Purchase Order shall be of essence to the contract. All Goods must be delivered carriage paid unless otherwise agreed.

The Seller shall be responsible for satisfying itself that any tank car, or other bulk container is clean and suitable prior to loading.

The property in the Goods shall pass on payment of the price invoiced for the Goods, or on delivery, whichever first occurs.

Notwithstanding the previous sentence, the Goods will remain at the Sellers risk until delivery is effected as provided in the Purchase Order.

In effecting delivery of the Goods to the Buyer's premises the Seller shall comply with the Buyer's safety regulations

Unless otherwise specifically agreed between the parties all packages containers, pallets, crates etc. will be supplied at no additional cost to the Buyer and will be non-returnable

6. PROGRESS CHECKS INSPECTIONS AND TESTS

The Buyer shall be entitled on giving reasonable notice to check progress on the execution of the Purchase Order, to inspect the Goods and any work thereon during manufacture and before delivery

The Seller shall afford the Buyer's representative every facility for such purposes, including access to the Sellers (or sub-contractors) works at all reasonable times

Any such inspection shall not in any way relieve the Seller from any of its obligations under the Contract.

7. MARKING AND PACKING

The Goods shall be packed and marked in a proper manner and in accordance with the Buyer's instructions and the requirements of the carriers.

All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and suitable warning. Any loss or damage arising from failure to observe these conditions will be charged to the Seller.

8. WEIGHT AND VOLUME

Any weighing or measuring of the Goods by the Buyer upon delivery shall be conclusive of the weight or measurement of the Goods so delivered

In the event of a dispute, the Seller shall be given reasonable facilities for verifying the accuracy of the Buyer's weighing and measuring equipment.

Goods delivered which are not in accordance with the Purchase Order may without prejudice to any claim the Buyer may have against the Seller in respect thereof be returned by the Buyer at the Seller's expense

9. LOSS OR DAMAGE IN TRANSIT

Subject to any variation in delivery terms (paragraph 5), the Seller shall free of charge and promptly either repair or replace such of the Goods as may either be damaged in transit or having been placed in transit not been delivered to the Buyer.

In the case of damage to the Goods in transit, the Buyer shall within 14 days of delivery notify the Seller that the Goods have been damaged

10. PRICE

The price stated on this Purchase Order is fixed. No increase or extra charges submitted in respect of this Purchase Order will be accepted without the specific authority of the Buyer.

In the event that the Seller recovers a refund of or credit for taxes paid by the Buyer to the Seller in connection with this Purchase Order the Seller agrees to pay.

11. PATENT RIGHTS

The Seller shall fully indemnify the Buyer against all actions, claims, demands liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent registered design, trade mark, and service mark, copyright

or similar protection which arise from anything done by or for the Seller in relation to the Goods supplied under the contract or any use recommended by the Seller or resale by the Buyer of such Goods

12. FORCE MAJEURE

Neither party shall be liable to the other if by reason of any cause which is either beyond the reasonable control or could not have been reasonably prevented by either party, the Buyer is prevented from or delayed or hindered in taking delivery,

or the Seller is prevented from or delayed or hindered in making delivery of the Goods or any part thereof at the times stated for delivery. If for any such cause, the Seller is prevented from or delayed or hindered

in making delivery, the Buyer shall be entitled to purchase the whole or any part of the Goods elsewhere

13. TERMINATION/CANCELLATION

Without prejudice to any other rights and remedies of the Buyer under the contract the Buyer may terminate the contract forthwith by written notice to the Seller if the Seller shall become insolvent, or commits any other acts of bankruptcy

or if the Seller shall be in breach of any of the terms and conditions hereof.

14. ASSIGNMENT

The Seller shall not assign or sub-let the contract or any rights or obligations thereunder without the previous consent in writing of the Buyer.

15. NON WAIVER

No waiver by either party of any breach of any of the terms and conditions herein contained to be performed by the other party shall be construed as a waiver of any, subsequent breach, whether of the same or of any other term or condition hereof.

16. REMEDIES

The rights and remedies of the Buyer set forth in these General Conditions are not exclusive and are in addition to all other rights and remedies provided by law.

17. PROPER LAW

The construction, validity and performance of the Contract shall be governed by the Law of England.