

Terms and Conditions of Purchase of Rimex Metals (UK) Ltd (“Rimex”)



1. General

Rimex agrees to purchase the goods shown on Rimex's form of purchase order ("PO") upon the terms and conditions set out in these Conditions. Notwithstanding anything to the contrary contained in any document issued by the Contractor, Rimex does not agree to any term or condition contained in such document, save insofar as its effect is identical to the effect of Rimex's PO and/or other stated Conditions. The issue by the Contractor of an acknowledgement of Rimex's PO or the taking of any step by the Contractor in the execution of Rimex's order shall be deemed to be an acceptance by the Contractor of Rimex's conditions of purchase. No variation of any contract between Rimex and the Contractor shall be of any effect whatsoever unless it is made in writing and is signed on behalf of Rimex by authorised personnel of Rimex.

2. Rimex's Purchase Orders

Rimex shall incur no liability whatsoever as a result of any PO purporting to be placed by Rimex unless it is made on Rimex documentation and is signed on its behalf by authorised personnel and is accompanied by Rimex's Terms and Conditions of Purchase.

3. Misrepresentation and Defects

Without prejudice to any other rights that Rimex might have Rimex shall be entitled to reject the whole or any part of goods and/or to cancel any PO at any time within 12 months, notwithstanding any opportunity for examination or any period of time which has elapsed since the delivery of the goods if it shall be discovered that:

- (a) Rimex was induced to order the goods by a misrepresentation made by or on behalf of the Contractor, whether innocent or fraudulent, and whether as to a matter of fact or law or both; or
- (b) The goods or any part thereof, when delivered, were not as precisely ordered by Rimex or suffered from any defect. Such costs shall include, but are not limited to, any additional costs to purchase replacement goods or materials, any overtime costs and any cancelled or consequential transport costs including air freight; or
- (c) Should the goods prove not to be fit for Rimex's purpose(s).

Upon being notified in writing of the rejection of goods or the cancellation of a PO, the Contractor shall indemnify Rimex against any loss or damage suffered as a result thereof within 14 days.

4. Indemnity

The Contractor shall indemnify Rimex against:

- (a) Any liability whether direct or consequential which may be incurred by Rimex in respect of an infringement of a patent(s) or other right(s) as a result of any act or omission of the Contractor or its servants, agents or sub-contractors as well as all losses and damages that Rimex may suffer as a result of such an infringement; and
- (b) Any liability, direct or consequential, which Rimex may incur towards its customers or related third parties as a result of a breach by the Contractor in the performance of its contract with Rimex.

5. Rejected Goods

Upon the receipt of notification of rejected goods from Rimex the Contractor shall inspect the rejected goods within 7 days. Upon inspection, should the goods be agreed as rejected the Contractor will collect the goods within 7 days of the date of inspection and shall issue relevant credit notes and paperwork. The Contractor will arrange for immediate replacement(s) of the goods ordered or, at the option of Rimex, refund any monies previously paid by Rimex in relation to the contract. Failure by the supplier to collect goods or materials within 7 days of the day of inspection shall entitle Rimex to charge a warehouse fee of at least £25 plus VAT, plus insurance per day and per item.

6. Documentation

- (a) All order acknowledgements, order amendments, delivery notes and other documentation from the Supplier should quote the number and date of Rimex's PO and, unless stated to the contrary, should be sent to Rimex Metals (UK) Ltd at; 17 Aden Road, Enfield, Middlesex, EN3 7SU, United Kingdom.
- (b) Rimex requires Order Acknowledgements to be issued confirming a PO within 48 hours of the receipt of a PO from Rimex.

- (c) Any other supporting documentation including, but not limited to, material test certificates, certificates of conformity, guarantees, warranties, waste transfer accreditation, packaging accreditation etc. shall be delivered promptly to Rimex with each order.

7. Time of Delivery

Time shall be of the essence of the contract between Rimex and the Contractor and the Contractor shall deliver all goods at the agreed time and date stated in the PO. If goods are not delivered in accordance with Rimex's instructions, the PO may be subject to cancellation and delivery of the goods may be refused. Any costs incurred to Rimex as a result of a late delivery shall be borne by the Contractor. The signature of a delivery note by Rimex personnel does not mean the goods have been accepted by Rimex as not having any defects.

8. Sub-Contracting

Unless otherwise agreed in writing on behalf of Rimex, work to be performed under any contract between Rimex and the Contractor may not be sub-contracted.

9. Packing Cases and Materials

Unless agreed to the contrary, all packing cases and materials used in the packing of goods delivered to Rimex, shall be supplied free of charge by the Contractor. Any requirement to return packing cases and packing materials shall be notified in writing to Rimex by the Contractor upon receipt of each order. It shall be the expense and responsibility of the Contractor to arrange for the collection or return of packing cases and packing materials. Rimex shall incur no liability in the event of these items being lost or damaged in transit and all insurance responsibilities shall lie with the Contractor.

10. Cancellation

At any time prior to accepting the goods Rimex shall be entitled to cancel the PO in whole or in part. Rimex's liability in the event of such cancellation shall be limited to the payment of any expenses reasonably incurred by the Contractor in the execution of Rimex's PO prior to the time of cancellation.

11. Delivery

Unless otherwise agreed in writing, the goods shall be delivered to Rimex Metals (UK) Ltd at; 17 Aden Road, Enfield, Middlesex, EN3 7SU, United Kingdom. All goods shall remain at the Contractor's risk until accepted on behalf of Rimex, which shall be evidenced by the signature of Rimex's authorised employee acknowledging receipt of goods delivered by the Contractor.

12. Invoices

A separately priced written invoice quoting the number and date of Rimex's PO shall be sent to Rimex Metals (UK) Ltd at; 17 Aden Road, Enfield, Middlesex, EN3 7SU, United Kingdom in respect of each PO and each delivery; unless otherwise agreed in writing by Rimex, the payment terms shall be 60 days from the end of the month of the invoice date.

13. Company's Property

The Contractor shall indemnify Rimex against any loss or damage (howsoever caused and whether due to the negligence, error or fault of the Contractor or not) to all free issue material and other property of Rimex. The Contractor shall not use or permit to be used any such equipment or any equipment supplied by Rimex for any purpose other than the carrying out of Rimex's PO's. At the request of Rimex, any of its property in the possession of the Contractor shall be immediately returned to Rimex at the Contractor's expense.

14. Service and Additional Work

Any service or inspection or additional work found to be necessary by the Contractor shall only be carried out upon receipt of a PO for the same.

15. Drawings and Specifications

The Contractor shall bear the cost of preparing and supplying any drawings or specifications provided by Rimex.

16. Applicable Law and Disputes

The terms of any contract to which these conditions relate shall in all respects be construed and operate in conformity with the Laws of England and Wales and the English courts shall have exclusive jurisdiction to determine all questions or matters relating hereto.

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