

FUCHS LUBRICANTS (UK) plc. Conditions of Purchase

1. Definitions.

In these Conditions the following words shall have the meanings set out.

“The Company” means Fuchs Lubricants (UK) Plc.

“The Seller” means the person, firm or company to whom this Order is addressed.

“The Materials” means the items which are the subject of this Order and specified on the face hereof.

2. Separate Invoices must be rendered for each Purchase Order.

3. (a) If the purchase is made at delivered price, transportation charges must be prepaid.

(b) The price quoted by the Seller shall include the cost of packing. All prices shall be fixed. (It is not acceptable for the Seller to quote a variable price or stipulate for prices at the date of delivery or the like).

4. Substitution or extra charges under this order will not be permitted except on specific authority of the Company.

5. Materials delivered in error or of the wrong description or quality or in excess of the quantity ordered may be returned at Seller's expense without prejudice to any claim which the Company may have against the Seller in respect thereof. The Company shall have ten working days from date of delivery to inspect the Materials to check them for compliance with the Contract. Inspection shall be deemed to taken place only when the Materials are inspected and examined by a person duly authorised by the Company. In no event shall the Company be deemed to have accepted the Materials before such inspection.

6. Materials not conforming to specification may be delivered if prior to shipment of non-conforming product written approval is obtained via the Company's Purchasing/Procurement Department.

7. The Company must be notified of any changes to the product/process definition for the Material (approval to ship product may be required).

8. The Seller allows the right of access by the Company, the Company's customer and regulatory authority (where applicable) to all facilities and records applicable to the order.

9. Records that are created by and/or retained by Seller shall be controlled as per contract requirements. If no contract requirements are specified the Seller shall control records as per their ISO 9001 (or TS16949/AS9100 if applicable) procedures.

10. Where sub-tier suppliers are involved, the Seller undertakes to flow down all applicable requirements (including key characteristics where appropriate).

11. The Company does not recognise any retention of title by the Seller.

12. The Materials shall be supplied with clear information and markings enabling them to be used safely in accordance with the Health and Safety at Work Act 1974 and all current and relevant legislation.

13. All goods must be properly packed to survive transit to the Company and to resist pilferage, distortion, corrosion or contamination. All goods shall be clearly and legibly labelled and addressed.

14. If delivery is delayed by some cause totally outside the control of the Seller, then he shall give written notice of such cause within 7 days of its occurrence and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

15. Unless punctual delivery is made in accordance with this Order, the Company reserves the right to cancel any undelivered portion without prejudice to any claim which the Company may have against the Seller arising out of such failure to deliver punctually.

16. The Seller warrants that none of the articles supplied under this Order, or any device or process embodied therein constitutes or involves an infringement of any existing patent, registered design, trade mark or copyright, and the Seller will indemnify the Company against all costs, charges, expenses and damages arising from any claim the use or sale of any of the articles so constitutes or involves any such infringement.

17. Inspection. At all reasonable times Material and Workmanship shall be subject to the right of inspection and test by the Company or its authorised representative while at the works of the Seller or his supplier or at the point of delivery. Such right or the failure to exercise such right does not relieve the Seller of his responsibilities hereunder, when inspection and test are waived the right is reserved to reject any article which upon delivery is found to contain defective Material or Workmanship.

18. English law shall be the proper law of the contract and all claims under the contract shall be settled by reference to the English legal system.

19. Acceptance of the Order implies acceptance of the above conditions to the exclusion of all other conditions whatsoever.

20. Notwithstanding conditions 1 to 15 above the Material supplied must conform strictly to the technical requirements as stated by the Seller and agreed by the Company.

21. Procurement of Materials is partly evaluated on the basis of energy performance.

Should the performance of the Company's finished products suffer as a result of the Seller's non-conformance with the aforementioned technical requirements the Seller shall be liable for all claims, damages and losses resulting therefrom.

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