



CONDITIONS OF PURCHASE

1. DEFINITIONS:

(a) 'HITEK' means HITEK Ltd of Unit 6, Foundry Court Foundry Lane, Horsham West Sussex RH13 5PY

(b) 'Contract' means the contract of the sale and purchase of the Goods and/or for the supply of the Services as set out in the Order.

(c) 'the Goods' means the goods described in the Order.

(d) 'the Order' means HITEK's order for the Goods and/or the Services to be purchased from the Supplier.

(e) 'the Supplier' means the person, firm or company described in the Order.

(f) 'the Services' means the services described in the Order.

2. BASIS OF PURCHASE:

(a) These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to HITEK or subject to which the Order is purported to be accepted by the Supplier.

(b) No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of HITEK and the Supplier.

3. SPECIFICATION:

The Supplier shall comply with all applicable regulations or other legal

requirements covering the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

4. PRICE OF THE GOODS AND SERVICES:

(a) The price of the Goods and/or the Services shall be as stated in the Order, unless otherwise stated shall be:

(i) Exclusive of any applicable value added tax (which shall be payable by HITEK subject to receipt of a VAT invoice);

and

(ii) Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address specified by HITEK.

(b) No increase in price may be made without the prior written consent of HITEK.

5. TERMS OF PAYMENT:

(a) The Supplier shall be entitled to invoice HITEK on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

(b) Unless otherwise stated in the Order, HITEK shall pay the price of the Goods and/or the Services within 30 days after the end of the month of receipt by HITEK of a proper invoice or, if later, after acceptance of the



Goods or Services in question by HITEK.

(c) HITEK shall be entitled to set off against the price any sums owed by HITEK by the Supplier.

6. DELIVERY:

(a) The Goods shall be delivered to and the Services shall be performed at the delivery address specified by HITEK on the date or within the period stated in the Order, in either case during HITEK's usual business hours.

(b) The time of delivery of the Goods and of performance of the Services is of the essence of the contract.

(c) HITEK shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until HITEK has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

(d) If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, HITEK shall be entitled to deduct from the price or (if HITEK has paid the price) to claim from the Supplier by way of liquidated damage or delay 2% of the price for every week's delay, up to a maximum of 10%.

7. RISK AND PROPERTY:

(a) Risk of damage to or loss of the Goods shall pass to HITEK upon

delivery to HITEK in accordance with the Contract.

(b) The property in the Goods shall pass to HITEK upon delivery, unless payment of the Goods is made prior to delivery, when it shall pass to HITEK once payment has been made.

8. WARRANTIES AND LIABILITY:

(a) The Supplier warrants to HITEK that the Goods:

(i) Will be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by HITEK.

ii) Will be free from defects in design, material or workmanship;

iii) Will correspond with any relevant specification or sample; and iv) Will comply with all statutory requirements and regulations relating to the sale of the Goods.

(b) The Supplier warrants to HITEK that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for HITEK to expect in all the circumstances.

(c) Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then HITEK shall be entitled:

(i) To require the Supplier to repair the Goods or to supply replacement



Goods or Services in accordance with the Contract within 7 days;

or

ii) At HITEK's sole option, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.

(d) The Supplier shall indemnify HITEK in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by HITEK as a result of or in connection with:

i) Breach of any warranty given by the Supplier in relation to the Goods or the Services;

ii) Any claims that the Goods infringe the patent, copyright, design right, trade mark or other intellectual property rights of any other person;

iii) Any liability under the Consumer Protection Act 1987 in respect of the Goods;

iv) Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

v) Any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

9. TERMINATION:

(a) HITEK shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the

Services by giving notice to the Supplier at any time prior to delivery or performance, in which event HITEK's sole liability shall be to pay to the Supplier the price for the Goods or Services which have been delivered or performed at the date of cancellation.

(b) HITEK shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

i) The Supplier becomes subject to an Administration Order or goes into liquidation;

ii) The Receiver is appointed of any of the property or assets of the Supplier; or

iii) The Supplier ceases to carry on business.

10. GENERAL:

(a) The Order is personal to the Supplier and the Supplier shall not assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

(b) No waiver by HITEK of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

(c) The Contract shall be governed by the Laws of England.

11. Traceability, Calibration Certificates & Test Results



I) All calibrations must be performed in accordance with the manufactures published specification. II) The measurements made must be traceable to National Standards, and preferable to UKAS calibrated standards.

III) All in-house certificates/results must adhere to ISO10012 formerly BS5781 and for UKAS they must conform to ISO 17025.

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