

Electronics Direct - Terms & Conditions of Purchase

1. QUALITY ASSURANCE: Electronics Direct Ltd manages their suppliers in accordance with ISO 9001-2000. If the purchase order requires a certificate of conformance or a certification to a specific specification, at a minimum the following information must be on it: Part number/drawing number with revision level and date, Electronics Direct purchase order number, Manufacture, Quantity, and the Seller part number.

2. PACKING: Unless this order states otherwise, no charge shall be made for packing, crating, drayage or other similar costs. Items shall be packed in accordance with good commercial practice to insure against damage from weather and or transportation. All products must be new and packaged in original Manufacturers packing and packaged to original manufactures specification. Inadequately packaged parts will be rejected at the cost of the buyer.

3. INSPECTION AND PAYMENT: Articles purchased hereunder are subject to incoming and final inspection and approval at Buyer's plant or customer's plant, notwithstanding any other inspections, unless otherwise specifically stated on this order. All goods must be within 18 months Date Code unless otherwise noted on the Purchase Order. Purchase Order quantities, Part Number and Manufacturer must be shipped as identified. Overages/underages will not be accepted without prior Buyer approval. Neither compliance by Seller with instructions or suggestions by any employee of the Buyer nor Buyer's payment of Seller invoice for any article prior to final inspection shall be deemed and acceptance of the article or a waiver of the right of inspection or any other right herein reserved, or relieve Seller of any obligation or liability under the terms and conditions of the contract. The Buyer will reject defective products and the unit prices thereof will be debited against the invoice covering the shipment in which such products were included or any other invoice. Articles rejected will be held at Seller's risk and subject to Seller's disposal for a reasonable time and if not disposed of by the Seller, will be sold or otherwise disposed by the Buyer for the Sellers account. Seller will be responsible for transport charges for faulty or rejected goods both inbound and outbound.

4. WARRANTY: Seller warrants that the products delivered hereunder conform to Manufacturers specifications, drawings or other descriptions agreed in writing to be applicable, and to be free from defects in material or workmanship, or, if not ordered to part number specifications, drawings or other descriptions agreed in writing to be applicable, the articles ordered will be suitable for the purposes for which intended. Any goods found to be faulty or not original parts may be returned at any time irrespective of any warranty period. This warranty shall run to the Buyer, its successors, assigns, customers and users of the products covered by this purchase order. In the case of seller requiring Test Report, buyer will provide written information regarding the reason parts are failing or have been rejected. Independent Test Laboratory reports are at Sellers expense if so required or provided.

5. LIABILITY: To the extent the subject articles are not manufactured pursuant to design originated by Manufacturer, Seller agrees it will reimburse from any loss, damage, PCB or product reworking costs or liability which may be incurred with respect to faulty or counterfeit or remarked articles or materials, and that it will, at its own expense, defend any actions or claim in which such infringement is alleged. Payment for such claim may be withheld or allocated from any other order for which payment may be due. Payment may be delayed or rejected if goods are not supplied as ordered or are required to be tested prior to payment.

6. ENGINEERING INFORMATION, TOOLS, ECT: All designs, tools, patterns, drawings, information or equipment supplied by Buyer or, if supplied by the Seller especially for this order, the cost, substantially all of the cost, of which is included in the price to be paid for articles ordered hereunder, and relating to, or for use in, the manufacture of articles sold hereunder, shall remain the sole property of the Buyer and Seller expressly agrees that the same will not be used in manufacture or design for the account of others, nor for the manufacture of larger quantities than called for in this order, without first obtaining the consent of the Buyer in writing. All such property of the Buyer together with spoiled and surplus materials shall be returned to Buyer at termination, cancellation or completion of this order, unless Buyer shall otherwise direct. All materials furnished by Buyer on this purchase order (except that which became normal industrial waste or was replaced at Seller's expense) shall be returned in the form of parts or unused material and Seller shall be responsible for the use of reasonable care in the safeguarding of all such materials until so returned.

7. DUTIES AND TAXES: Buyer shall not be liable for any duties or taxes except UK VAT unless separately stated and billed.

8. TERMINATION: (A) If Seller defaults in performance, which causes the Buyer to default on their prime contract, Seller maybe responsible for compensation to Buyer. (B) Buyer may terminate or cancel this order, in whole or in part without liability to the Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a substantial breach of any of the other terms or conditions here of. (C) Termination by the Buyer under this paragraph will be without prejudice to any claims for damages or otherwise of Buyer against Seller.

9. CHANGES: Buyer reserves the right at any time to make changes in shipping and packing instructions, the delivery schedule, quantities ordered or in specifications and drawings as any material and or work covered by this order, in such event there will be made an equitable adjustment of price and time of performance, mutually satisfactory to the Buyer and Seller.

10. INSOLVENCY AND BANKRUPTCY: In the event Seller shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of Seller's property or business, Buyer may at its option, cancel this order.

11. COMPLIANCE WITH APPLICABLE LAWS: The Seller agrees to comply with all applicable United Kingdom laws, rules and regulations and agrees to the stipulations and representations required thereby. Any legal action taken by either Seller or Buyer shall be covered by United Kingdom law in a United Kingdom court within the region of the buyers location.

12. GENERAL: all warranties shall be construed as conditions as well. Neither this order nor performance hereof may be assigned without the written consent of the Buyer. No waiver of a breach or of any provision of this order shall constitute a waiver of any other breach or of such provision. No modification or change in, or departure from, the provisions of this order shall be valid or binding on the Buyer unless approved by the Buyer in writing.

13. FORCE MAJEURE: Seller shall not be held responsible for any delay or failure to make delivery of all or any part of the goods, materials and articles ordered to the extent that such delay or failure is caused by strikes, fire, embargos, any government acts or regulations, acts of God, acts of war, insurrection, riot or any other conditions beyond the control of Seller. Seller shall promptly notify Buyer of its inability to make delivery and Buyer shall have the right to cancel this purchase order or elect to take delivery when the cause of such inability is removed.

Buyer shall be released, without liability under like circumstances if written notice is given to the Seller before shipment is made.

14. ROUTING: Buyer has its own Carriage Insurance. Seller is liable for excess charges resulting from failure to ship and route as instructed.

15. DELIVERY: Delivery charges from UK to our UK offices must be free of charge unless confirmed in writing. Deliveries from Overseas must be on our UPS account unless otherwise confirmed in writing. All material must be delivered by the date specified on Electronics Direct Ltd Purchase Orders. Materials will be rejected for early delivery.