



## 1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply to the Contract:

- a. "Buyer" means the entity named in the Contract to whom the Goods are to be sold by Crown Agents.
- b. "Contract" means the agreement entered into between Crown Agents and the Buyer, including these conditions, all plans, drawings or other documents, which may be referred to in the Contract and all correspondence in writing between the Buyer and Crown Agents entered into in connection with any offer or quotation pursuant to which the Goods are being supplied where such correspondence has been entered into by the parties prior to the Buyer and Crown Agents executing the Contract.
- c. "Conditions" means the terms and conditions set out in this document and any other terms and conditions set out in any other document that forms part of the Contract as amended by time to time in accordance with clause 15.
- d. "Contract Price" means the price payable by the Buyer to Crown Agents under the Contract for the full and proper performance of all of the Crown Agents obligations under the Contract. Unless otherwise stated in the Contract, the Contract Price shall be fixed.
- e. "Crown Agents" means Crown Agents Limited and/or any subsidiary or affiliate of Crown Agents in each and every case acting in their own right, and not as an agent.
- f. "Goods" means all the goods and, where applicable, shall be deemed to include related services which Crown Agents is required under the Contract to supply.
- g. "Inspector" means the person appointed by Crown Agents or the Buyer, to act as the Crown Agents and/or the Buyer's inspector under the Contract.
- h. "Special Conditions" means the special conditions set out in the offer and/or the Contract.

1.2 In these Conditions, unless the context requires otherwise, the following rules apply:

- a. reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b. reference to a party includes its personal representatives, successors or permitted assigns.
- c. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e. a reference to **writing** or **written** includes faxes and e-mails.

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## 2. FORMATION OF CONTRACT

2.1. Any Contract arising from any offer made by Crown Agents shall be deemed to incorporate these conditions together with any Special Conditions stated or annexed to the offer which shall take precedence over these terms.

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## 3. STANDARDS AND LOCAL REGULATIONS

3.1 It shall be the responsibility of the Buyer to ensure that any Goods required to be supplied by Crown Agents comply fully with all applicable statutory and regulatory requirements in the Buyer's country or the country where the Goods are to be consigned or used.

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#### **4. VALIDITY**

- 4.1 Unless previously withdrawn, any offer made by Crown Agents shall be open for acceptance in full for the period stated therein. Should the Buyer wish to accept part only of any offer, Crown Agents reserves the right to amend the terms of the offer concerned.

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#### **5. TERMS OF DELIVERY**

- 5.1 For the purposes of the Contract, the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms® 2010) shall apply but where they conflict with the express provisions of the Contract, the express provisions shall prevail.

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#### **6. DELIVERY**

- 6.1 Whilst Crown Agents shall do their utmost to maintain any delivery date stated, they accept no liability for any loss or damage howsoever caused to the Buyer resulting from any delay. Delivery periods stated shall commence from (i) the date of receipt by Crown Agents of the Buyer's written acceptance of an offer together with any necessary information and (ii) where such other conditions precedent to performance stated in the offer or the Contract have been fulfilled.
- 6.2 Where the Buyer is required to give instructions for delivery and fails to provide such instructions so that delivery can be effected within a period of 30 (thirty) days from the date that Crown Agents has advised that the Goods will be ready for shipment Crown Agents reserve the right to make arrangements for storage of the Goods at the Buyer's expense and risk.

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#### **7. SPECIFICATION**

- 7.1 Except in offers submitted against the Buyer's detailed plans, drawings and specification, any manufacturer's drawings, illustrations, descriptions and other information submitted by Crown Agents are intended only to represent a general description and Crown Agents accepts no liability for any error or omission therein.

- 7.2 Crown Agents reserves the right to deliver the Goods conforming to the manufacturer's specification prevailing at the time of delivery providing always that any change in the specification does not affect the price, delivery, quantity, performance or interchangeability of the Goods.

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#### **8. WARRANTY**

- 8.1 Details of the warranties applicable to the Goods shall be detailed in the Contract. All other warranties, or conditions, statutory or otherwise, and whether expressed or implied as to the quality or fitness for any purpose of the Goods, are excluded.

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#### **9. TITLE**

- 9.1 Notwithstanding any other provisions of the Contract, until Crown Agents receives the Contract Price in full, Crown Agents retains the legal property in the Goods and is given the irrevocable right to enter the premises of the Buyer at any time and without notice in order to repossess the Goods

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#### **10. PAYMENT TERMS**

- 10.1 Unless otherwise stated all prices offered are payable in the manner and by the method set out in the relevant offer.
- 10.2 If the Buyer fails to pay any sum by the due date Crown Agents shall be entitled to suspend all shipments on all contracts with

the Buyer and to claim and be paid interest at the rate of 4% per annum above the Bank of England's Bank Rate, US Federal Reserve's federal funds rate, the European Central Bank's Variable rate or the equivalent official rate as determined by the appropriate central bank for other currencies on the overdue sum until payment is made.

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## **11. INSPECTION**

11.1 In the event of the Buyer requiring any or all of the Goods to be inspected they shall notify Crown Agents in writing stating the name of the appointed inspection agency. All costs arising from or associated with such inspections shall be for the Buyer's account.

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## **12. FORCE MAJEURE**

12.1 If the performance of Crown Agents' obligations under the Contract is in any way affected by a "Force Majeure event or situation" being an event or situation that is beyond the control of Crown Agents', that is not foreseeable, is unavoidable, and its occurrence is not due in whole or in part to the negligence or lack of preparation or lack of care on the part of Crown Agents.

12.2 Crown Agents may at its option cancel or rescind the contract or suspend delivery of the Goods for the period in which its obligations are affected without incurring any liability for any loss or damage incurred thereby by the Buyer.

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## **13. DEFAULT AND TERMINATION**

13.1 If the Buyer shall default or commit any breach or non-observance of the Contract Crown Agents shall have the right upon expiry of 30 days notice to the Buyer to terminate the Contract.

13.2 Upon termination of the Contract for any reason whatsoever, Crown Agents shall submit to the Buyer an account detailing all sums then due to Crown Agents under the Contract together with any costs and expenditure incurred by Crown Agents arising from the termination and the Buyer shall make payment of the account to Crown Agents within 30 days of the submission of the account.

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## **14. PATENT INFRINGEMENT**

14.1 The Buyer shall indemnify Crown Agents against all damages, penalties, costs and expenses arising out of the infringement of any patent or registered design (or any claim for such infringement) arising from the manufacture of Goods to the Buyer's own drawings or design.

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## **15. ENTIRE AGREEMENT**

15.1 The Contract together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in the Contract and supersedes any previous agreement between the parties relating to such matters.

15.2 Each of the parties to the Contract represents and agrees that in entering the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in the Contract. The Buyer gives up any rights against Crown Agents regarding any warranty or representation except in respect of any warranty or representation expressly made in the Contract. The only remedy available to either Party for breach of the warranties will be for breach of contract under the terms of the Contract. No party shall be entitled to rescind the Contract except for fraudulent misrepresentation..

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## **16. VARIATION**

- 16.1 No variation in or modification of the terms and conditions of the Contract shall be effective unless expressly agreed in writing by Crown Agents and the Buyer. In the event of any conflict between any Special Conditions and these Conditions the Special Conditions shall be deemed to prevail.

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## **17. DISPUTE RESOLUTION**

- 17.1 The parties shall make reasonable efforts to resolve amicably any dispute or claim arising under or in connection with the Contract, its breach or its termination.
- 17.2 Where settlement of any dispute or claim cannot be reached amicably, either party may request that the matter be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof. Any such dispute or claim shall be determined by a single arbitrator to be agreed between the parties or failing agreement, within fourteen days after either party has given to the other a written request to concur in the appointment of an arbitrator to be appointed by the President or Vice-President of the Chartered Institute of Arbitrators in London. The place of arbitration shall be London, United Kingdom.

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## **18. LAW**

- 18.1 The Contract shall be deemed to be a Contract made in England.
- 18.2 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.