

CONDITIONS OF ORDER

1. We shall not be bound by any order or any variation thereof unless it is issued on our official order or amendment form and duly signed by an authorized officer.
 2. All dispatches against this order must be covered by a detailed delivery note and invoice, both bearing the order number and sent to us on the same day as the goods are dispatched.
 3. All consignments against this order must be packed and delivered strictly in accordance with the instructions therein. They shall be deemed to have been delivered when signed for by one of our servants or agents duly authorized to accept delivery.
 4. The execution of this order in whole or in part shall constitute acceptance of all the prices and conditions herein contained.
 5. (a) You hereby agree that as conditions of this order all goods ordered shall be subject to our approval of quality and condition and in the case of production material the minimum standard will comply with our specified acceptable quality levels and/or will correspond strictly with description and specification and with any sample shall be in every respect fit for the purpose which we have expressly or by implication made known that we require the same and shall be of merchantable quality which is also of a standard not less than that of previous supplies (if any) approved by us. Your obligations under this condition shall be in no way affected by whether or not the goods are bought by description or you deal in goods of the same description or the goods are specified under a patent or trade name, or we have examined the goods or the sample or the defect would have been apparent had we done so.
If we reject or refuse to accept any goods having the right to do so we shall not be bound to return them to you but in the event that we nevertheless decline to return them the goods shall be returned at your risk and expense. Where we are entitled to reject or refuse to accept any goods, you shall at our option and without prejudice to any other remedies to which we may be entitled in addition, repay or replace the goods, reimburse us in full for the cost or repair carried out by us or any third party at our direction the full purchase price. In the event that we require replacement of the goods and you cannot do so within a reasonable time, we shall be entitled to cancel the order in respect of the rejected goods and obtain equivalent goods elsewhere. Any extra costs in doing so shall be payable by you. Any payments to you in respect of such rejected goods are repayable forthwith upon notice of rejection.
(b) The risk in the goods shall remain with you until the property in the goods shall pass to us on payment of the price invoiced for the goods or on acceptance, whichever first occurs. If any goods are rejected by us the property and the risk therein shall remain in or thereupon revert to you.
 6. This order is placed and must be accepted upon the conditions that the date of dates of delivery specified in the Part Delivery Plan therein are to be deemed the essence of the contract and if these are not kept we are at liberty to cancel the order and purchase the goods elsewhere and charge you with any loss or damage caused thereby.
 7. We reserve the right at any time to inspect the goods under the order but such inspection shall not relieve you of any obligation under the order.
 8. Goods delivered in excess of specified requirements may be returned to you at no risk or expense to us.
 9. Returnable boxed, cartons, reels or other forms of packing will be returned at your risk
 10. Unless otherwise agreed in writing payment for the goods will be due on the first working day of the month which is two months after the month in which relevant parts are delivered. For example: payment for delivered to KASAI within the month of January will be due on the first working day in March.
 11. In the event of cancellation of this order in whole or in part otherwise than by reason of termination in accordance with clause 12 or 13 hereof compensation to you shall not exceed in total your unrecovered material costs in connection with the order incurred to the date of cancellation (together with any unavoidable cost incurred thereafter) but in any event it shall not exceed the sum obtained by the application of the contract price to the unexecuted balance of the order.
 12. We may by notice in writing to you terminate any contract forthwith and without compensation to you, if
 - (i) you shall commit any breach of any of the terms (including, without limitation, terms concerning the time of delivery of goods) of that or any other contract with us and on your part to be observed or performed PROVIDED that if such breach is remediable we have previously to given you notice thereof and the same has not been remedied within seven day thereafter.
 - (ii) You compound with or negotiable for any composition with your creditors generally or permit any judgment against you to remain unsatisfied for seven days.
 - (iii) Being an individual you shall die or have a receiving order made against you or commit any act of bankruptcy or being a company you shall call any meeting of your creditors or have a receiver of all or any of you assets appointed or enter into any liquidation.
13. We shall be entitled to rescind any contract for goods which have not then been delivered in whole or in part or to require you to suspend delivery for any period if our activities for, which the goods were ordered are stopped or seriously interfered with by causes of any kind whatsoever beyond our control.
 14. All tools, patterns, materials, drawings, specifications and other equipment and data supplied by us or through us by our customers in connection with this order shall remain our property or our customer's property at all times and are to be used by you solely for the purpose of completing this order and on completion will be surrendered to us in good and serviceable condition. While in your custody such items are at your risk and must be insured by you at your expense at least against the risk or loss or damage by fire and all other usual risks. We shall have the option to recover all or any of such items from you on giving reasonable notice to you.
We also have the option to acquire tools, dies, etc. used in connection with the order but not supplied by us at a reasonable cost in the event of your bankruptcy or liquidation or in the event of the appointment of a receiver in respect of all or any of your assets, or in the event of an interruption to supplies against this order for any reason.
 15. You agree to preserve the confidentiality of all designs, drawings, specifications and data supplied in connection therewith. They shall be and remain our exclusive property and we shall retain all copyright therein.
 16. By acceptance of this order, you warrant that neither the sale nor the use of the goods will infringe any British or foreign patent, trademark, trade name, registered design or other industrial property right and you indemnify us, our associated companies, servants and agents from all actions, costs, claims, demands, damages, expenses and liabilities whatsoever resulting from any actual or alleged infringement and at your expense shall defend or assist in the defence of any proceedings which may be brought in that connection.
 17. If any claim is made against us by any of our employees of customers or by any third party in respect of injury, loss of damage of any kind due to or alleged to be due to defect in the materials, workmanship or (save where the same has been stipulated by us) design of the goods the subject of this order including any failure of the goods to perform to specification or perform in accordance with their implied or express purpose you will provide all facilities, assistance or advice required by us for the purpose of contesting or dealing with such claim and if such a claim is made good you will indemnify us against the same and against any damages, loss, cost or expense incurred in connection therewith. If any such claim is made against you, we shall be promptly notified thereof and shall have full power and authority (if we think fit) to take over the conduct of the matter and to make any disposal or settlement thereof as your agents, as may seem to us in our absolute discretion to be proper or convenient.
 18. By acceptance of this order you undertake that you have carried out all testing and evaluation and other work necessary to minimize and as far as is practicable eliminate any risk to health or safety resulting from the uses of the goods ordered for any purpose for which they are designed and that where condition exist under which there will or may be any risk to health or safety you will immediately on acceptance of this order bring such conditions to our attention in writing, and shall provide free of cost adequate information about such conditions and the safeguards which should be observed to ensure that the odds can be used safely and without risk to health.
 19. Any prices quoted in this order are fixed and firm and are not subject to variations unless we shall have given our acceptance of the price change in writing.
 20. These conditions shall have precedence over any conditions appearing on any acceptance form, delivery form or other document or letter emanating from you which conditions shall have effect only to the extent that they do not conflict or are not inconsistent with these conditions.
 21. Unless otherwise stated all goods must conform to British Standard Specifications where applicable.
 22. Any contract arising in any way from this order shall be governed and construed in accordance with English law and the parties thereto hereby submit to the jurisdiction of the English courts.
 23. No part of this order may be sub-contracted by you without our agreement in writing.
 24. Whereas the property in it remains with us from delivery to your premises to ultimate execution of the order as defined by these conditions, any free issue material received by you in connection with this order shall be your responsibility and shall be insured by you for full value against fire and all other usual risks.
 25. The Supplier shall comply and shall ensure that all subcontractors and the entire supply chain for Parts comply with all Applicable Laws of countries and regions in which they operate, including, but not limited to, environmental, labor, child labor abuse, forced labor, working environment, anti-trust, unfair competition, consumer protection, and privacy laws and regulations. The Supplier shall comply and ensure that all Subcontractors comply with the concepts in the United Nations Global Compact (the "Global Compact"), which can be accessed at www.unglobalcompact.org. If the Supplier is in breach of any of the provisions, KASAI UK may at its sole discretion, elect (i) not to invite the Supplier to participate in and/or (ii) to discontinue Suppliers participation in a supplier selection process for any new parts.

In the event of any such termination the provisions of this clause and the exercise by us of any rights thereunder are without prejudice to any other rights which we may have.#