



PURCHASE TERMS & CONDITIONS

1. BASIS OF PURCHASE

1.1 In these Conditions unless the context otherwise requires the following words have the following meanings:

“Buyer”	Metreel Ltd
“Contract”	the contract for the sale and purchase of the Goods or supply and acquisition of the Services between Metreel Ltd and the Seller
“Goods”	all articles or materials the subject of this Order and described on or by reference to this Order
“Order”	Metreel Ltd.’s order for the Goods or Services
“Price”	the price payable for the Goods or Services
“Seller”	the person, firm or company selling or supplying Goods and Services to Metreel Ltd
“Services”	the Services or work the subject of this Order and described on or by reference to this Order
“Writing”, “Written”	includes hard copy, facsimile transmission, electronic mail and comparable means of communication

1.2 These Conditions are the only conditions upon which Metreel Ltd is prepared to deal with the Seller, and they shall govern the Contract to the entire exclusion of any other express conditions unless such express conditions are confirmed by Metreel Ltd in writing.

1.3 These Conditions may only be modified by a variation in Writing signed by a director of Metreel Ltd or the Company Secretary for Metreel Ltd, and no other action (whether acceptance of the Goods or otherwise) shall be construed as an acceptance of any other conditions.

1.4 These Conditions (as modified in accordance with Condition 1.3 above) and the Order (including any specific conditions thereon) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications provided that neither party excludes any liability for any statements made fraudulently prior to the date of the Contract.

1.5 This Order constitutes an offer on the part of Metreel Ltd and no Contract shall be concluded until the Seller accepts the offer either expressly by giving notice of acceptance to Metreel Ltd or impliedly by fulfilling the Order in whole or in part.



1.6 This Order will not be binding upon Metreel Ltd unless signed by its authorised representative and Metreel Ltd will not be liable for any other order not made on this Order.

2. PRICE

2.1 The Price payable for the Goods or the Services shall be that stated on the Order and, unless otherwise so stated, shall be:

2.1.1 exclusive of any applicable Value Added Tax (which shall be payable by Metreel Ltd subject to receipt of a VAT invoice); and

2.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery and installation (if required) of the Goods to the address designated and any duties, imposts or levies other than Value Added Tax (details of which must be stated on the face of the Order by the Seller).

2.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior Written consent of Metreel Ltd.

2.3 Metreel Ltd shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise granted by the Seller to any third party or offered by the Seller to Metreel Ltd, whether or not shown on the Order or otherwise.

3. TERMS OF PAYMENT

3.1 Unless otherwise agreed in Writing Metreel Ltd will pay for the Goods or Services within 60 days of the date of receipt of goods as evidenced by a separate detailed invoice quoting this Order number and code number (if any) and setting out full particulars of the Goods or Services supplied and any discounts given, or the period specified in the Order, whichever is the longer.

3.2 Metreel Ltd reserves the right to deduct from or offset against any monies due or becoming due to the Seller in respect of this Order any monies due from the Seller to Metreel Ltd.

3.3 No invoice is to be dated or submitted by the Seller prior to the date of receipt at Metreel Ltd.'s premises of the Goods or prior to the date upon which the Services are provided.

3.4 Unless otherwise agreed in Writing or required by law the Seller shall have no right to charge interest or any other additional sum on any account outstanding from Metreel Ltd.

4. DELIVERY

4.1 The Goods shall be delivered carriage paid to and the Services shall be performed at, the address designated on the Order Form, or any other such other address as Metreel Ltd may subsequently specify, during Metreel Ltd.'s normal office hours.



- 4.2 The Goods shall be delivered, and the Services shall be performed, on or before the date or within the period specified on the Order, or if no such date or period is specified then within 28 days of the date of the Order.
- 4.3 Time shall be of the essence of the Contract. Without prejudice to any other rights which Metreel Ltd may have, Metreel Ltd reserves the right to:-
 - 4.3.1 cancel the Order in the event that delivery is not made in accordance with the time limits specified in Condition 4.2; and
 - 4.3.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make; and
 - 4.3.3 claim damages for any loss incurred in obtaining the Goods or Services from another supplier.
- 4.4 Metreel Ltd shall not be deemed to have accepted the Goods until Metreel Ltd 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.
- 4.5 Metreel Ltd reserves the right to mark the Goods immediately upon delivery. This is undertaken for the purposes of security and Metreel Ltd shall not thereby be deemed to have accepted the Goods nor shall the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
- 4.6 The Seller shall supply Metreel Ltd on delivery of the Goods with all operating and safety instructions and other information as are necessary for the safe operation of the Goods.
- 4.7 Metreel Ltd shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by Metreel Ltd.
- 4.8 If the Goods are to be delivered or the Services are to be performed, by instalments, the Order will be treated as a single Contract and not severable.

5. DOCUMENTATION

- 5.1 The Seller shall provide Metreel Ltd with such invoices advice notes, delivery notes, statements and other documentation as Metreel Ltd may from time to time specify or shall reasonably expect to receive.
- 5.2 On despatch of each consignment of the Goods the Seller shall send to Metreel Ltd at the address designated for delivery of the Goods an advice note specifying the means of transport, the weight, number or volume and the point and date of despatch of the Goods.
- 5.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods and quoting Metreel Ltd.'s Order number and code number (if any).



6. RISK AND PROPERTY

- 6.1 Risk of damage to or loss of the Goods shall pass to Metreel Ltd upon delivery to Metreel Ltd in accordance with the Contract.
- 6.2 The property in the Goods shall pass to Metreel Ltd upon delivery, unless payment or part payment for the Goods is made prior to delivery, when property in the Goods (and/or any materials purchased or allocated by the Seller for the purpose of this Order) shall immediately vest in Metreel Ltd.

7. EXCESS DELIVERY

- 7.1 If Goods are delivered to Metreel Ltd in excess of the quantities ordered, Metreel Ltd shall not be bound to pay for the excess unless Metreel Ltd so elects and any excess will be and remain at the Seller's risk and will be returnable at the Seller expense until such an election is made.

8. WARRANTY AND INDEMNITY

- 8.1 The Seller warrants to Metreel Ltd that the Goods:
 - 8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by Metreel Ltd or which it would be reasonable for the seller to be expected to know of purpose based upon a course of dealing;
 - 8.1.2 will be of the very best quality and free from defects in design, material and workmanship;
 - 8.1.3 will comply in every respect with any specifications, drawings, samples or descriptions provided by Metreel Ltd or by the seller to Metreel Ltd; and
 - 8.1.4 will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the Goods and their sale.
- 8.2 The Seller warrants to Metreel Ltd that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence, to such high standard of quality as it is reasonable for Metreel Ltd to expect in all the circumstances and will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the provision of the Services.
- 8.3 If any Goods or Services supplied under the Order fail to comply with the warranties set out in Conditions 1.28 and 8.2 Metreel Ltd shall be entitled to make use of any one or more of the remedies listed in these conditions
- 8.4 The Seller shall indemnify and keep Metreel Ltd indemnified in full from and against all direct, indirect or consequential liability, loss, including loss of profit, loss of contracts and business interruption, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by Metreel Ltd as a result of or in connection with:



- 8.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services:
- 8.4.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other property or intellectual property rights of any other person, [except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by Metreel Ltd];
- 8.4.3 any liability under the Consumer Protection Act 1987 or the Product Safety Regulations in respect of the Goods;
- 8.4.4 any acts or omissions of the Seller or the Seller's employees, agents or sub-contractors in supplying and delivering the Goods; and
- 8.4.5 any act or omission of the Seller or any of the Seller employees, agents or sub-contractors in connection with the performance of the Services.

9. TERMINATION

- 9.1 Metreel Ltd 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 Seller at any time prior to delivery or performance, in which event Metreel Ltd.'s sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which Metreel Ltd has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 9.2 Metreel Ltd shall have the right at any time by giving notice in Writing to the Seller to terminate this Order immediately in any of the following events:
 - 9.2.1 if the Seller commits a breach of any of the terms or conditions of this Order; or
 - 9.2.2 if the Seller enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or suffers a bankruptcy order or has a petition presented for the appointment of an Administrator in respect of its business or compounds with its creditors or has passed a resolution for its winding up or has a receiver or administrative receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or ceases, or threatens to cease, to carry on business or if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Seller; or
 - 9.2.3 if the Seller's financial position shall deteriorate to such an extent that in Metreel Ltd.'s opinion the Seller's capability adequately to fulfil the Seller's obligations under this Order has been placed in jeopardy; or
 - 9.2.4 if the Seller ceases, or threatens to cease, to carry on business.
- 9.3 The termination of this Order howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.



10. REMEDIES

- 10.1 If the Seller fails to comply with any of the terms of this Order Metreel Ltd shall be entitled (whether or not any part of the Goods have been accepted by Metreel Ltd) to make use of any one or more of the following remedies at Metreel Ltd.'s discretion:
- 10.1.1 to rescind the Order;
 - 10.1.2 to return the Goods to the Seller at the Seller's cost on the basis that a full refund for Goods so returned shall be paid immediately by the Seller;
 - 10.1.3 to give the Seller the opportunity at the Seller's expense to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of this Order are fulfilled;
 - 10.1.4 to refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Seller;
 - 10.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with this Order; and
 - 10.1.6 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Order.
- 10.2 These rights shall be in addition to and without prejudice to any other rights which Metreel Ltd may have.

11. HEALTH AND SAFETY

- 11.1 Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.
- 11.2 The Seller agrees before delivery to furnish Metreel Ltd in Writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods or Services supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. Metreel Ltd will rely on the supply of such information from the Seller in order to satisfy Metreel Ltd.'s own obligations under the Health and Safety at Work etc. Act 1974 and the Control of Substances Hazardous to Health Regulations 1988 and any other relevant legislation.

12. SPECIFICATIONS

- 12.1 Any plans, drawings, data or other information relating to the Goods or Services ("Specification") supplied by Metreel Ltd to the Seller or specifically produced by the Seller for Metreel Ltd in connection with the Order, together with the copyright, design rights, patent or any other intellectual property rights in the Specification, shall be Metreel Ltd.'s exclusive property. The Seller shall not disclose to any third party or use the Specification



except to the extent that it is or becomes public knowledge otherwise than through the Seller fault or as required for the purpose of this Order.

- 12.2 The Seller shall not unreasonably refuse any request from Metreel Ltd to inspect and test the Goods during manufacture, processing or storage at the Seller's premises or any third party's premises prior to despatch and the Seller shall provide Metreel Ltd with all facilities reasonably required for inspection and testing.

13. CONFIDENTIALITY

- 13.1 Any Order placed by Metreel Ltd shall be treated as confidential and in particular the Seller shall not make use of Metreel Ltd's name or the name of any of Metreel Ltd's customers for publicity purposes without Metreel Ltd's prior written consent. Furthermore, all designs, drawings, specifications and information supplied in connection with this Order are confidential and must only be used for the purpose of this Order: the particulars contained therein must not be disclosed to anyone other than the Seller's employees without Metreel Ltd's prior written consent. They must be used solely for the purpose of manufacturing the Goods or performing the Services under this Order and no similar Goods or parts may be made for any other purpose. All such designs, drawings, specifications and information and all copies thereof must be returned to Metreel Ltd on completion of this Order.

14. ASSIGNMENT

- 14.1 This Order must not be assigned without Metreel Ltd's prior written consent, and neither the whole nor any part of the work which the Seller is obliged to carry out hereunder shall be sub-contracted without Metreel Ltd's written consent to any such arrangements having first been obtained.

15. FORCE MAJEURE

- 15.1 Metreel Ltd reserve the right to cancel or reduce the volume of the Goods ordered or the Services contracted for if Metreel Ltd is prevented from or hindered in the carrying on of Metreel Ltd's business through any circumstances beyond Metreel Ltd's control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting therefrom.

16. GENERAL

- 16.1 No extension of time or other concessions granted by Metreel Ltd shall in any way affect Metreel Ltd's rights or the Seller's obligations under this Order.
- 16.2 Any notice or other communication sent to the Seller shall be sufficient if sent to the Seller's address last known to Metreel Ltd.
- 16.3 The Contract is governed by the Laws of England and the English Courts (to the jurisdiction of which the Seller hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.



- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 16.5 This Agreement does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.
- NOTE:** The price which Metreel Ltd agrees to pay hereunder is calculated on the basis that the above conditions will apply. If the Seller wishes to quote a price on a different basis the Seller should inform Metreel Ltd.