

Conditions of Purchase

1. The goods or services supplied under an Order of purchase from Planer Associates Ltd (Planer) shall conform to the specifications laid down by Planer and be of the best materials and/or workmanship and to the entire satisfaction of Planer. In the event of a proposed substitution of a component or part from that originally specified or supplied as part of an ongoing supply, then and regardless of the fact that the specification of such component or part may appear identical to the previous, Seller shall seek approval from Planer in writing in advance. In the event of a breach of this condition Planer shall be entitled: (a) to reject either all the goods or services ordered by this Order or such part of them as it is dissatisfied with or (b) to treat the Order as repudiated.
2. In the event of the Seller being unable to comply with the performance instructions in this Order the Seller must inform Planer of the fact who shall be at liberty to vary the terms of this Order or cancel the same as it thinks fit and will notify the Seller of any such variation or cancellation.
3. Whenever in this order delivery is required within a fixed time, such time shall be of the essence of the Order and if the Seller does not deliver the goods or services ordered within the time stated Planer may treat such non-delivery as a breach of condition of the Order and Planer shall have the right to reject the goods or services and treat the Order as repudiated.
4. Notwithstanding the conditions herein contained, Planer may, subject to Seller's acceptance, vary the time of the delivery of the goods ordered but such time as varied shall nevertheless be of the essence of the Order and all remaining conditions herein shall apply to such time as varied.
5. If goods are delivered in excess of the quantity ordered then Planer may reject the excess quantity of such goods and return them to the seller at the Seller's expense.
6. This Order is placed with the Seller by Planer on the express conditions that if accepted by the Seller, no information of any kind whatsoever regarding this Order or its placing by Planer, whether as to the nature, quantity or quality of the goods or material hereby ordered or otherwise shall be divulged or disclosed by the Seller or any of the Seller's servants or agents to any person or persons (including any body corporate or incorporate) whomsoever without the prior written consent of a Director of Planer.
7. Intellectual property rights in improvements or developments relating to this Order vest in Planer.
8. Any plans, drawings, tools, moulds, or the like furnished by the Seller or Planer shall be the property of and shall not be used for any purpose other than, that for Planer.
9. Planer's representatives are authorised to collect goods intended for Planer and to sign for them 'unexamined' but not otherwise and Planer reserve the right to reject such goods in whole or in part upon examination at the specified destination within a reasonable time of delivery.
10. If the business of Planer shall be stopped, interrupted or restricted by riot, lock-out, strike (whether of the employees of Planer or any other persons) fire, explosion or any other cause whatsoever Planer shall have the right to cancel this Order by informing the Seller by any method in respect of any goods or services undelivered at the date of such cancellations and/or to defer the date or dates of delivery and of payment until the business of Planer shall be re-opened.
11. The Seller will indemnify Planer against all actions, costs, claims, damages, demands and liabilities for or in respect of any proceedings brought or threatened to be brought against either Planer or its customers or others by any person being a patentee or other person alleging that the goods ordered or the sale thereof by it or its customers or the use thereof constitutes an infringement of a patent or of other protective rights.
12. Packing charges imposed by the Seller (if any) must be notified to Planer separately.

13. A Certificate of Origin stating country of manufacture and a packing note describing the goods sold and the case(s) in which it (they) are packed must accompany every delivery.

14. Any returnable container, reel or packing must be clearly marked so and bear the Seller's full name and address.

15. Save as varied by these Conditions of Purchase the prevailing laws appertaining to the sale of goods and/or services shall apply. In the event of any of the said Conditions of Purchase being in conflict with any prevailing laws, those non-conforming clauses shall be deemed deleted from the Order and the remaining part(s) shall stand to the extent permissible.

16. It is a condition of this Order that where a UK or EC Directive is applicable to goods ordered, the goods shall comply with the standards of the relevant Directive(s) and shall accordingly carry any specified CE or equivalent UK mark.

17. This Order may be varied only by notification in writing, authorised by a Director of Planer. In the event of any conflict between these Conditions of Purchase and any conditions stated by Seller these Conditions of Purchase shall prevail.

18. These Conditions of Purchase shall be governed by and construed in accordance with the Laws of England and interpreted in the English Courts. These conditions may be changed from time to time so please check the website for the latest issue or request a copy in writing.
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