

# Onesite (Laser) Limited (“Onesite”)

## Purchase Order Conditions: Summary of key conditions

The purpose of this summary is to highlight the main conditions that will govern the legal relationship between you and Onesite. It is provided on a purely indicative and non-binding basis and it does not form any part of the agreement between you and Onesite. You are advised to read the Purchase Order Conditions in full, as if any inconsistencies exist between this summary and the Purchase Order Conditions then the Purchase Order Conditions shall prevail.

## Cancellation

Onesite's liability in respect of any cancelled order will be no more than the price of the Goods in respect of which it has exercised its right to cancellation subject to a deduction of any net saving of cost that may arise for you as a result of the cancellation.

## Confidentiality

Any order placed by Onesite shall be treated as confidential. All designs, drawings, specifications and information supplied must be treated as confidential and may only be used for the purposes of completing the Order.

## Credit Terms

60 days from the date of invoice.

## Delivery

Delivery is to take place at an agreed date and time no later than 28 days from the date of the Order. Loads are to be divided into sections not weighing more than two tonnes and loaded on the delivery vehicle in such a way that it can be unloaded by means of a fork truck.

## Documentation

Onesite reserves the right to reject an order that is not accompanied with the necessary test certificates.

## Onesite's Remedies

If you fail to comply with any of the Purchase Order Conditions, Onesite shall be entitled (whether or not any part of the Goods have been accepted by Onesite) to make use of any one or more of the following remedies at their discretion:

- to rescind the Order;
- to return the Goods to you and at your cost on the basis that a full refund for Goods so returned shall be paid immediately by you;
- to give you the opportunity at your expense to remedy defects in the Goods and carry out any other necessary work to ensure that the terms of an order are fulfilled;
- to refuse to accept any further deliveries of the Goods without any liability to you;
- to carry out at the your expense any work necessary to make the Goods comply with this Order; and/or
- to claim such damages as may have been sustained in consequence of your breaches of the Purchase Order Conditions.

## Order Procedure

No order will be binding upon Onesite unless it is signed by an authorised representative of Onesite.

## Risk/Title

Risk is to pass to Onesite upon delivery. Title will pass to Onesite upon delivery, or where payment is made before delivery, upon payment. Delivery will not be accepted after 11.00 am on any Friday.

## Warranty and Indemnity

You warrant to Onesite that the goods will: -

- 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 you or made known to the you by the Onesite;
- will be of the very best quality and free from defects in design, material and workmanship, in particular free from rust;
- will comply in every respect with any specifications, drawings, samples or descriptions provided by the Onesite; and
- will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the Goods and their sale.

You shall indemnify and keep Onesite 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 the Onesite as a result of or in connection with:

- breach of any warranty given by you in relation to the Goods;
- 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 the Onesite;
- any liability under the Consumer Protection Act 1987 or the Product Safety Regulations in respect of the Goods; and
- any acts or omissions of you or your employees, agents or sub-contractors in supplying and delivering the Goods.