

ALPHA HOUSE

Terms and Conditions for Supply of Goods and Services

1. Definitions

Buyer means the person or organisation who buys or agrees to buy the Goods/and or Services from Alpha House Ltd.

Conditions means the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by Alpha House Ltd.

Goods means the items that the Buyer agrees to buy from Alpha House Ltd. as set out in the Order.

Alpha means Alpha House Limited.

Price means the price for the Goods, excluding VAT and any carriage, packaging and insurance costs as agreed.

Force Majeure Event has the meaning set out in clause 16.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the Buyer's order for the supply of Goods, as set out in the Buyer's written acceptance of Alpha's quotation or in the Buyer's purchase order form, or in the Buyer's written acceptance of Alpha's quotation, as the case may be.

Goods means the goods supplied by Alpha to the Buyer as set out in the Order.

2. Conditions

2.1 These Conditions shall form the basis of the contract between Alpha and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from Alpha pursuant to these Conditions.

2.3 ACCEPTANCE OF AN ORDER BY ALPHA FOR THE DELIVERY OF THE GOODS SHALL BE DEEMED TO BE CONCLUSIVE AND IRREVOCABLE EVIDENCE OF THE BUYER'S ACCEPTANCE OF THESE CONDITIONS.

2.4 These Conditions may not be varied except by the written agreement of a director of Alpha.

2.5 These Conditions represent the whole of the agreement between Alpha and the Buyer. They supersede any other conditions previously issued.

2.6 Warranty: Goods may be covered by a limited warranty. For full details on any applicable warranty, please refer to the current Alpha House Warranty Terms and Conditions (available on request).

3. Price

The Price shall be the price quoted on the Order.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of Alpha's invoice, unless an alternative payment terms have been agreed between Alpha and the Buyer indicated in the relevant invoice.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 2% per month. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted by Alpha.

5. Goods

5.1 The Goods are described in the Order.

5.2 Alpha reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Delivery of Goods

6.1 Where the Goods are being delivered rather than collected from the premises of Alpha, the delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by Alpha for delivery.

6.2 Alpha undertakes to use its reasonable endeavours to dispatch the Goods on an agreed delivery date but does not guarantee to do so. Date and Time of delivery shall not be of the essence of the contract.

6.3 Alpha shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as pro performance of the contract, and a pro-rata adjustment to the Price shall be made.

6.4 If the Buyer fails to collect or take delivery of the Goods (as applicable) on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for collection or despatch, Alpha shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

7. Acceptance of the Goods

7.1 The Buyer shall be deemed to have accepted the Goods at the time and place of delivery to the Buyer.

8. Title and risk

8.1 Risk shall pass on collection of the Goods by the Buyer or delivery of the Goods to the Buyer's address.

8.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with Alpha and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

8.3 Until title passes the Buyer shall hold the Goods as bailee for Alpha and shall store or mark them so that they can at all times be identified as the property of Alpha.

8.4 Alpha may at any time before title passes and without any liability to the Buyer:

8.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

8.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

8.5 Alpha may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

9. Carriage of Goods

Carriage will be chargeable on all sales.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and or Services shall be owned by Alpha.

10.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and or Services, the Buyer's use of any such Intellectual Property Rights is conditional on Alpha obtaining a written license from the relevant licensor on such terms as will entitle Alpha to license such rights to the Buyer.

10.3 All Alpha Materials are the exclusive property of Alpha.

11. Termination

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

11.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

11.1.5 The other party (being an individual) is the subject of a bankruptcy petition or order;

11.1.6 a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

11.1.7 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

11.1.8 The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.1.9 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

11.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive);

11.1.11 The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

11.1.12 the other party's financial position deteriorates to such an extent that in Alpha's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

11.1.13 *The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.*

11.2 Without limiting its other rights or remedies, Alpha may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, Alpha may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and Alpha if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.13, or Alpha reasonably believes that the Buyer is about to become subject to any of them.

11.4 On termination of the Contract for any reason:

11.4.1 *the Buyer shall immediately pay to Alpha all of Alpha's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Alpha shall submit an invoice, which shall be payable by the Buyer immediately on receipt;*

11.4.2 *The Buyer shall return all of Alpha Materials and any Deliverables, which have not been fully paid for. If the Buyer fails to do so, then Alpha may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;*

11.4.3 *the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and*

11.4.4 *Clauses, which expressly or by implication have effect after termination shall continue in full force and effect.*

12. Force Majeure

12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Alpha including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Alpha or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

12.2 Alpha shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents Alpha from providing any of the Services and/or Goods for more than 15 weeks, Alpha shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

13. General

13.1 Notices.

13.1.1 *Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.*

13.1.2 *The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action*

13.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

13.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Alpha.

13.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including no contractual disputes or claims).