

1.0 Interpretation

In these conditions;

Explosion Technologies: means the company specified as supplying the goods or services, and its employees, agents, subcontractors and assignees.

Supplier: means the Supplier, being a person, firm or corporation, providing goods or services to Explosion Technologies.

Goods: means the products received by Explosion Technologies.

Services: means the services received by Explosion Technologies.

General

These terms & conditions of purchase take the place of any other terms & conditions whether written, oral or electronic. They shall form the basis for the contract together with any non-conflicting provisions in the supplier quotation, to purchase whether it be for a single transaction or a frame contract agreement.

Purchase Order

No order is to be accepted by the supplier without an official Explosion Technologies Purchase Order number. Purchase orders will be approved by authorised personnel within Explosion Technologies and will be sent via electronic means, via postal service or given to a representative of the Supplier.

Acceptance

Acceptance of a purchase order from Explosion Technologies means that the Supplier agrees to and will abide by these Terms and Conditions of Purchase from Explosion Technologies.

Price & Payment

Explosion Technologies will only accept the price quoted at time of order placement as quoted by the Supplier. Explosion Technologies will pay at 30 days from date of invoice, unless otherwise agreed in writing between Explosion Technologies and the Supplier.

Delivery

All deliveries will be FIS (freight, insurance and shipping), unless otherwise stipulated by the supplier at time of order placement. Explosion Technologies will not accept freight costs that are added to an invoice after a purchase order has been placed.

Documentation

All Supplier documentation, including delivery dockets, shipping documents, consignment notes and supplier invoices must show the purchase order number. Any product delivered without an Explosion Technologies purchase order number and or no delivery docket may be sent back to the Supplier at the Supplier's expense.

Receipting

Signing of a courier's delivery document does not constitute Explosion Technologies acceptance of goods. Explosion Technologies will not accept goods as having been delivered until such time as they have been checked off against the purchase order, checked for any damage or shortfall, and that they are the correct items as ordered.

Warranty

The supplier warrants that the goods and services it supplies will be of merchantable quality, reasonably fit for the purpose for which it was ordered, and comply with any other requirements set out in the purchase order. Explosion Technologies quite often relies on the knowledge of the Supplier to supply the correct product. In the event that the product supplied is not what is required to do the project then Explosion Technologies will return the product to the supplier in its original condition and packaging at Explosion Technologies expense. Explosion Technologies however will not pay restocking fees unless mutually agreed to by both parties at time of purchase.

Project Purchases

In the case where an order is a project related purchase, Explosion Technologies reserve the right to make progress payments. Explosion Technologies will advise the Supplier if the order is a project purchase, at the time of the quotation or order placement, whichever occurs first. Where an order is a project related purchase, a percentage penalty can be imposed on suppliers not meeting required delivery dates.

Part Shipment

Explosion Technologies will only accept partial shipment if advised at time of order of specific delivery dates. Explosion Technologies reserve the right to cancel any part of the order not received by the specified delivery date without penalty to Explosion Technologies.

Packaging

It is the Supplier's responsibility to adequately package and protect the product from damage, weather and loss. Any shipment received not adequately packed will be returned to the supplier at the Supplier's cost for repacking/repair/replacement as applicable.

Confidential Information and Intellectual Property

All information of a confidential nature provided to the Supplier by Explosion Technologies should be treated as confidential. Such information includes (without limitation) the contents of drawings, specifications and instructions, and other information provided by Explosion Technologies to the Supplier (but does not include any information which is lawfully in the public domain with the consent of Explosion Technologies).

Such information must not be disclosed by the Supplier to third parties or used for any purpose other than the purpose for which it was disclosed to the Supplier by Explosion Technologies. Any documents containing confidential information belonging to Explosion Technologies (including documents created by the Supplier) must be returned to Explosion Technologies in conclusion of the work or immediately if requested by Explosion Technologies.

Explosion Technologies retains ownership of all intellectual property relating to the work to be carried out by the Supplier on behalf of Explosion Technologies.

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