



# FOWLERS

**FOWLERS OF BRISTOL (ENGINEERS) LTD.**  
Unit 3A, Severnside Trading Estate, St Andrews Road,  
Avonmouth, Bristol, BS11 9YQ  
Tel: +44 (0)117 9828965 Fax: +44(0)117 9062012  
www.fowlers-eng.com email: sales@fowlers-eng.com

## Terms and Conditions of Purchase

Sept 2020

### 1. Interpretation

“**FOWLERS**” means Fowlers of Bristol (Engineers) Ltd

“**CONDITIONS**” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Fowlers of Bristol (Engineers) Ltd and the Seller.

“**SELLER**” means the person / company so described in the Order.

“**CONTRACT**” means the contract for the sale and purchase of goods or any part of them, as described in the order.

“**DELIVERY ADDRESS**” means the address stated on the order.

“**GOODS**” means the goods (including any installment of the goods or any part of them) described in the order.

“**SERVICES**” means the services (if any) described in the order.

“**ORDER**” means Fowlers of Bristol (Engineers) Ltd signed purchase order which will be issued with a unique number for identification purposes. Fowlers do not give verbal orders and will not accept goods or services which are supplied against a verbal order.

“**PRICE**” means the price of the GOODS and/or the charge for Services.

“**SPECIFICATION**” includes any plans, drawings, data or other information relating to the Goods or Services.

“**WRITING**” includes letter, email, facsimile transmission and comparable means of communication.

### 2. Basis of Purchase

**2.1** The Order constitutes an offer by Fowlers to purchase the goods and / or acquire the services subject to these conditions.

**2.2** These Conditions shall apply to the contract to the exclusion of any other terms and conditions on which any quotation has been given to Fowlers or subject to which the Order is accepted or purported to be accepted by the Seller.

**2.3** The order will, at the option of Fowlers, lapse unless unconditionally accepted by the Seller in writing within 7 days of its date.

**2.4** No variation to the order or these conditions shall be binding unless agreed in writing between the authorized representatives of Fowlers and the Seller.

### 3. Purchase Specification

**3.1** The quantity, quality and description of the Goods and the Services shall, subject as provided in the Conditions, be as specified in the Order and / or in any applicable Specification supplied by Fowlers to the Seller or agreed in writing by Fowlers.

**3.2** Any Specification supplied by Fowlers to the Seller, or specifically produced by the Seller for Fowlers, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of Fowlers. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

**3.3** The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performances of the Services.

**3.4** The Seller shall have a documented process in place to avoid, detect, mitigate and disposition counterfeit parts and materials. This shall follow the guidelines of either AS5553 or AS6174.

**3.5** The Seller shall ensure that only persons trained and deemed competent in the handling of customer enquiries and orders shall be used to process enquiries and orders from Fowlers.

**3.6** For subcontracted parts and processes, the contractor shall ensure that only persons fully trained and deemed to be suitably qualified, shall be used to work on parts for Fowlers.

**CNC SHEET METALWORK, PRESSWORK, PRECISION MACHINING, WELDING & FABRICATION**

Vat No. 137 7937 29 Registered in England No. 705126



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- 3.7** The supplier shall ensure that anyone working on Fowlers contracts are aware of their contribution to product or service conformity and product safety.
- 3.8** The Seller shall not unreasonably refuse any request by Fowlers to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide Fowlers with all facilities reasonably required for inspection and testing.
- 3.9** If as a result of inspection or testing Fowlers is not satisfied that the Goods will comply, the Seller shall take such steps as are necessary to ensure compliance.
- 3.10** If Goods are accepted by Fowlers but subsequently rejected by Fowlers customer for non-compliance to order / specification, the Seller shall take such steps as are necessary to ensure compliance.
- 3.11** If the supplier is unable or unwilling to take the steps necessary to ensure compliance as per 3.9 & 3.10 above then Fowlers have the right to cancel the order with no liability or cancellation costs.
- 3.12** Fowlers expect all our suppliers and sub-contractors to have a suitable level of Product Liability insurance cover in place to cover the cost of any compensation claims made due to injury to persons or damage to property that are the result of a defective product or process being supplied.
- 4. Price of the Goods and Services**
- 4.1** The price of the Goods and the Services shall be stated in the Order and, unless otherwise so stated shall be:
- (a) Exclusive of any applicable value added tax (which shall be payable by Fowlers subject to receipt of a VAT invoice).
  - (b) Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address as stated on the Order.
  - (c) No increase in the Price may be made without the prior consent of Fowlers in writing.
- 5. Terms of Payment**
- 5.1** The Seller shall be entitled to invoice Fowlers on or at any time after delivery of the Goods or performance of the Services, each invoice must quote the number on the Order.
- 5.2** Unless otherwise stated in the order, Fowlers shall pay the price of the Goods and or the Services within 60 days after the end of the month of receipt by Fowlers of a proper invoice or, if later, after acceptance of the Goods or Services in question by Fowlers.
- 5.3** Fowlers shall be entitled to set off against the price any sums owed by Fowlers by the Seller.
- 6. Delivery**
- 6.1** The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during Fowlers usual business hours.
- 6.2** Where the date of the delivery of the Goods or the performance of the Services is to be specified after the placing of the order, the Seller shall give Fowlers reasonable notice of the specified date.
- 6.3** The time of the delivery of the Goods and of the performance of the Services is of essence of the contract.
- 6.4** A Packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.5** Fowlers shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until Fowlers and any customer of Fowlers to whom the Goods have been supplied by Fowlers has had reasonable time to inspect them following delivery or, if later, within a reasonable after any latent defect in the Goods has become apparent.
- 6.6** The Seller shall supply Fowlers in good time with any instructions or other information required to enable Fowlers to accept the delivery of the Goods and or performance of Services.
- 6.7** If the Goods are not delivered or the Services are not performed on the due date then, without prejudice, Fowlers shall be entitled to deduct from the price or (if Fowlers has paid the Price) to claim back from the Seller any funds for additional cost which Fowlers have incurred to ensure that they can achieve delivery dates as expected by their customer, in addition Fowlers have the right to cancel the order with no liability or cancellation cost when the product or service is not delivered/performed on or before the due date.



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### 7. Risk and Property

- 7.1** Risk of damage to or loss of the Goods shall pass onto Fowlers upon delivery to Fowlers in accordance with the contract.
- 7.2** The property in the Goods shall pass to Fowlers upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Fowlers once payment has been made and the Goods have been appropriated to the Contract.

### 8. Social and Ethical Responsibilities

**8.1** Fowlers of Bristol (Engineers) Ltd have an expectation that all of our suppliers (and their sub-tiers) work to social and ethical business practices in relation to:

- 8.1.1 The promotion of human rights
- 8.1.2 The development of a fair and discrimination free work place
- 8.1.3 Sustaining the culture of integrity
- 8.1.4 Compliance with all relevant regulations
- 8.1.5 The health and safety protection of personnel and property
- 8.1.6 Minimising the companies' impact on the environment
- 8.1.7 Maintenance of accurate records
- 8.1.8 The responsible sourcing of parts and materials:
  - 8.1.8.1 US law section 1502 - Dodd Frank Act in relation to Conflict Minerals
  - 8.1.8.2 Minimising the risk of introducing counterfeit parts to the supply chain
- 8.1.9 Information protection:
  - 8.1.9.1 Confidential/proprietary information
  - 8.1.9.2 Intellectual property
  - 8.1.9.3 Information security

**8.2** All employees should be given the opportunity to raise any legal or ethical issues without fear of retaliation.

### 9. Termination

**9.1** Fowlers 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 Fowlers sole liability shall be to pay to the Seller a reasonable price for the cost of materials and work completed up to the date of cancellation. This right of cancellation is in addition to that specified in para 3.11 and 6.7.