Sanner UK/Springboard Ltd.

1 Definitions

These conditions shall apply to all orders ('the Order') made for the purchase of Goods ('the Goods') by Springboard Pro Ltd. (Springboard) from the seller named on the purchase order 'the Seller').

2 Orders

Springboard will not be responsible for any Goods or services purported to be ordered by it unless confirmed by Springboard with an official purchase order number, duly authorised. Variations to these Terms and Conditions shall be valid only if confirmed by a Director of Springboard in writing. The order and matters pertaining thereto shall be governed and construed in accordance with English Law and the Seller agrees to submit to the non-exclusive jurisdiction of the English Courts.

3 Price

The price stated in the order shall:
a. Include all delivery and packaging costs. Springboard shall not be charged for nor be responsible for the return of any pallets or other packaging or delivery items;
b. Include an irrevocable and unrestricted right to use, copy, modify or change any computer programs which are supplied by the Seller for any purpose.

4 Delivery

Unless specified to the contrary:
a. Delivery and transfer of risk shall take place at the delivery point shown on the Order;
b. Time shall be of the essence. The date for delivery on the order is the date on which the Goods are received by Springboard. If a delay or shortfall appears likely, the Seller must inform Springboard of the fact.
Springboard shall be entitled to inspect all items supplied following delivery and to reject and return at the Seller's expense the whole or part of any item or batch that is faulty in design, quality or construction or which does not come up to the sample or the standard for credit rebate of the price or replacement at Springboard's sole option.

5 Payment

Provided that the Seller has delivered all the Goods described in the purchase order on or before the delivery date on the purchase order, then Springboard will pay the Seller's invoice 30 calendar days following the date of receipt of invoice.

6 Warranty

The Seller warrants that:
a. All Goods conform;
i. As to quantity, quality and description with the particulars including technical details, drawings or other information specified in the Order or otherwise made known in writing to the Seller, and
ii. With any samples provided by either Springboard or the Seller and
iii. To United Kingdom safety standards;
b. The Goods are free from defects in design, materials and workmanship;
c. Any computer software supplied will provide the features and facilities specified in this Order or otherwise represented by the Seller as being available;
d. The Goods are of merchantable quality and fit for their intended purpose where made known to the Seller or where it may reasonably be inferred.

e. Any services shall be provided with the exercise of all reasonable care and skill. These warranties shall survive any termination of this order and are not affected by inspection, delivery, acceptance or payment and shall ensure for the benefits of Springboard's successors, assigns, customers and users of the item or services provided.
f. The Seller shall notify Springboard (and receive agreement) prior to implementation of any changes that might affect the ability of the purchased product or service to meet specified purchase requirements.

7 Drawings and Specifications

All drawings, specifications and similar data supplied by Springboard in connection with this Order are to remain Springboard's property and must be surrendered to Springboard upon completion of the Order. They must be used solely by the Seller in aid of the manufacture of the items called for on this order and for no other purpose whatsoever excepting with Springboard's written consent.

8 Confidentiality

The Seller shall keep confidential any drawings, designs or information relating to Springboard whether of a commercial or technical nature.

9 Termination

Springboard may cancel the whole or part of the Order at any time by written notice if the Seller
a. Fails to comply with any of its obligations under the order, or
b. Becomes bankrupt or insolvent or shall make any arrangements with his creditors, or being a company, shall arrange with its creditors or be liquidated or have an Administration Order made against it or have an Administrative Receiver, Administrator, Receiver, or like officer appointed over any of its assets or
c. Ceases or threatens to cease trade, or
d. Is acquired by or merges with any third party, or
e. Purports to assign any of its obligations under this Order without Springboard's prior written consent.

Springboard's right of cancellation is in addition to such other rights and remedies as Springboard may be entitled to. Upon cancellation, the Seller will, if requested, provide Springboard with all partly completed work and with all such documentation and information as may be necessary to enable a third party to complete the manufacture and supply of items ordered. Where the cost of completing such items, or acquiring equivalent items from an alternative source exceeds, the price that would have been payable to the Seller, the Seller will pay such excess to Springboard on demand. All software licences shall continue without further payment or royalties or other charges notwithstanding cancellation by Springboard in accordance with this provision.

10 British Standards

Unless otherwise stated, the Goods must conform to the British Standard Specification and conditions where applicable.

11 Health and Safety

In accepting this order, the Seller undertakes to inform Springboard in writing and before delivery of any goods containing hazardous materials or goods requiring special handling.

12 Assignment and Subcontracting

No part of this order may be sublet without Springboard's authority (other than is normal in the course of the trade or business concerned). The Seller may not assign this Order without Springboard's prior written consent.

13 Force Majeure

Springboard reserves the right to require the Seller to suspend deliveries in the case of any strike, lock-out, accidents or stoppage of Springboard's business or other event beyond Springboard's control which prevents or hinders the use of the Goods, and payment shall be postponed until delivery shall be resumed.

14 Indemnity

The Seller shall indemnify Springboard against any claim for infringement of letters patent, registered design, trade mark, copyright or other intellectual property rights or the use of sale of any article or material supplied by the Seller to Springboard and against all costs and damages which Springboard may incur in any action for such infringement or for which Springboard may become liable in any such action.