



**Ocular**

INTEGRATING  
TECHNOLOGIES  
FOR A SAFER FUTURE

# Terms of Purchase

March 2026

## ACCEPTANCE

1. This order is liable to cancellation by us if not accepted by return of the acknowledgement attached hereto within 7 days of the date dispatched by us of the order.

## PROCEDURE

2. We shall not be liable for any orders or amendments thereto other than those issued or confirmed on our official printed order or amendment forms duly signed on our behalf.

## CANCELLATION / POSTPONEMENT

3. We reserve the right to cancel this order or any part of it in the event that:
  - a. The material or goods to be supplied are not received by us or the work to be carried out is not completed by the date specified in our order, or
  - b. The material or goods supplied or the work carried out do not comply strictly with the description, specification and drawings related thereto, or
  - c. The materials or goods to be supplied by you or the work to be carried by you being below the specified standard or failing to pass such inspection or test as may be required by us or by our customer or his agent or by any Government department concerned, or
  - d. The Supplier or their subcontractor is unable to guarantee the Price of the requested Goods as they do not have the cost of components for the time the Goods may arrive. The Supplier and its subcontractor will endeavour to work within the Pricing they have provided but the cost of the key components may increase between when the Purchase Order is placed and delivery of the Goods due to fluctuations in the components' prices worldwide. The Supplier accepts that in the event the Pricing increases between when the Purchase Order is placed and delivery, that the Purchaser shall have the right to immediately cancel the Purchase Order at that point and not proceed with the purchase of the Goods.

In any event we shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly out of the foregoing circumstances.

4. In the event of any strike, lockout, fire, explosion or accident or of any stoppage of our business or work beyond our control which may prevent or hinder the use of the goods or work the subject matter of this order, the delivery of such goods of the completion of such work and the payment therefore may be suspended or postponed at our option until the circumstances preventing or hindering the use of such goods or work have ceased.
5. You shall forthwith notify us of any likely delay in delivery dispatch or completion and, without prejudice to any other right on our part, we shall be entitled to cancel this order under the terms of the condition 3 hereof if such apprehended delay is likely to seriously jeopardise the purpose of the order.

## **SUB-CONTRACTING OR ASSIGNMENT**

6. None of the obligations to be performed by you in accordance with this order is to be sub-contracted by you except as is customary in the trade without our previous consent in writing which consent shall not be unreasonably withheld.

## **INSPECTION**

7. Our inspector or representative or inspector or representative of our customer or his agent or any Government department concerned shall be entitled on our authority to inspect the goods or work at any reasonable time subject to notice at your works or at the works of any of your sub-contractors. Such inspection does not relieve you of any liability nor does it imply acceptance of the goods or work which are the subject matter of this order.

## **DELIVERY/TRANSPORT/PACKING**

8. Any time or period given for delivery dispatch or completion shall be of the essence.
9. All goods supplied against this order must be adequately protected against damage and deterioration in transit and delivered; carriage paid or as otherwise notified in writing to you and must bear the description and the quantity of the contents and our order number on the packages thereof. The goods shall be at your risk and delivered to us at the point designated on this order.
10. No concession on our part with respect to delay in delivery, dispatch or completion shall be construed as a waiver of our rights and remedies, unless we specifically so agree in writing.

## **PAYMENT**

11. Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by us on account of your failure.
  - a. To send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated in this order, or
  - b. To send a monthly statement of account by the 10th of the month quoting the invoice numbers applicable to each item thereon, or
  - c. To mark clearly our order number on the consignment package, packing notes advice notes, invoices, monthly statements and all other correspondence relating thereto.

## **PATENTS/COPYRIGHTS**

12. All tools, patterns, materials, drawings, specifications and other data provided by us in connection with this order will remain at all times our property and are to be surrendered to us on completion of the order and are to be used by you solely for the purpose of completing the same. In addition any patents, copyrights or registered designs arising from the executing of this order in accordance with our patterns, drawings, specifications or other data shall become our property.
13. This order and the subject matter thereof shall be treated as a commercial in confidence between yourselves and us and shall not be disclosed by you or any sub-

contractor or assignee of yours to any third party or used by you or any such sub-contractor or assignee for advertisement, display or publication without our prior consent in writing. If this order so requires the adherence to the Official Secrets Act is mandatory.

14. You will keep us indemnified (except in respect of designs provided by us) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, copyrights of trademarks in relation to this order and in relation to the use of articles of processes pursuant to this order.

## **DEFECTIVE MATERIAL/WORKMANSHIP**

15. You will keep us indemnified in respect of all loss and/or expense which results during or after proper use directly or indirectly from defective materials, goods, workmanship or design supplied by you and in addition you will repair, replace or reinstate at our option the defective item or items free of charge.
16. You shall indemnify us in the event of any damage to our property and against any claims for loss or injury to any person or to the property of any person by reason of your negligence or any act or omission on the part of your employees, sub-contractors, or agents arising out of the execution of this order.

## **LAW AND APPLICATION**

17. These conditions shall have precedence over any printed conditions appearing on any acceptance form, delivery form or other documents or letter emanating from the supplier, and such conditions shall have no effect whatsoever except insofar as they confirm the terms of this order.
18. If you shall become bankrupt or go into liquidation or if a notice should be issued specifying a resolution for your winding up or if a receiver shall be appointed over your assets or of a petition for your winding up should be presented to a competent court, we shall have the rights to summarily terminate this order.
19. This order shall be constructed in all respects in accordance with English Law.



# Integrating technologies for a safer future

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