

Specialist Washing Company Terms and Conditions of Purchase

By accepting or performing under this purchase order, you agree to be bound by the terms set out herein ("terms"). These terms shall, notwithstanding anything to the contrary in any other applicable terms or quotations between us and/or between you and any supplier/manufacturer/provider/assembler of the products or parts thereof ("supplier"), replace, override, prevail over, supersede and void all such other terms to the extent of a conflict between these terms and any such other terms.

The SWC may have already disclosed and/or may from time to time in the future disclose, proprietary and confidential information to you or your agents, including, without limitation, SWC patents, trademarks, designs, copyrights or other intellectual property rights (registered or not), drawings (including CAD drawings), photographs, illustrations, specifications, specimen models, prototypes and production models, results of tests, experiments, studies relating to SWC products and customer names/details (collectively, "confidential information"). The confidential information remains the exclusive property of the SWC and you have no, nor shall you obtain any, right, title or interest to or in any of the confidential information and you shall not directly or indirectly assert any rights thereto. You may not disclose or transfer the confidential information (including, without limitation, results of tests and experiments conducted on that confidential information) to anyone without the express prior written consent of the SWC and you may not make copies of the confidential information unless you are authorised in writing by the SWC to do so. Any products, developments, works, inventions, designs, prototypes, samples, models or the like made or based on the confidential information will become the property of the SWC.

You will use the confidential information exclusively for the execution of orders placed on you by the SWC, as directed by the SWC from time to time and for no other purpose whatsoever. You shall not, directly or indirectly, use the confidential information to manufacture products and/or components for anyone other than the SWC nor will you assist others to do so. You agree to notify us should you be requested to manufacture or assemble products which are similar to or competitive with the SWC products.

The confidential information (including without limitation, copies, reproductions, summaries and reports/results, all of which is the property of the SWC) must be returned to the SWC on demand and you shall not retain any copies. You acknowledge that the SWC will suffer substantial damages/losses if you do not comply with these terms and the SWC will be entitled, without prejudice to its rights, to injunctive or similar relief in such circumstances.

You must incorporate these terms into or make them part of, any agreements/terms/conditions (whether in written form or otherwise) between you and any supplier on the same overriding basis as set out herein and on the basis that the SWC is a third party beneficiary under your agreement with the supplier. You agree to indemnify and hold the SWC harmless against all losses, damages, costs and expenses as a result of your failure to comply with these terms or any failure by the supplier to comply with these terms.