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Conditions of Purchase

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CONDITIONS OF PURCHASE (UK)

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Definitions Used in this Document

In the context of these Conditions:

"*Company*" means the company which issues an Order.

"*Contract*" means a contract formed between the Supplier and the Company pursuant to an Order.

"*Goods*" means the articles, equipment, machinery, tooling, materials or other items described in the Order.

"*Industry Standard*" means the legislation, rules and regulations including codes of practice and conduct in force from time to time relating to the provision of the Goods and Services under the Contract including in particular those relating to health and safety.

"*Intellectual Property Rights*" means any patent, design right (registered or unregistered), copyright, database right, trade mark or service mark, domain name, know-how, utility model, or other industrial or similar right subsisting in any part of the world including any application for the same.

"*Order*" means an instruction placed by the Company for any Goods or Services which shall incorporate these Conditions.

"*Services*" means the work and services subject of the Order.

"*Specification*" means the description, specification, quantity, quality standards, scope or timescale for delivery of the Goods or Services as agreed between the Company and the Supplier (including the description contained in the Order).

"*Supplier*" means a supplier, vendor, contractor or manufacturer or any other person who receives an Order from the Company.

Unless otherwise agreed in writing between the Company and the Supplier, these Conditions shall apply to and govern any Contract between the Company and the Supplier to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply that are contained or referred to in any purchase order, confirmation of order or other correspondence or documentation or any inconsistent terms or conditions which may be implied by law, trade, custom, practice or course of dealing).

1. Order

1. An Order constitutes an offer on the part of the Company to purchase the Goods or Services subject to these Conditions. The Supplier shall confirm acceptance of any Order (which shall be governed by these Conditions) in writing. No Order shall be deemed to have been accepted by the Supplier until the Supplier confirms its acceptance in writing or when the Supplier actually commences performance of the Order (if earlier).
2. In the event of a conflict between the Order, a Specification and/or these Conditions, the Conditions will prevail and then the Order and then the Specification, unless there is specific wording in a particular provision of the Order and/or Specification stating that the terms of that provision will prevail.

2. Delivery and Performance of Contract

1. Goods shall be delivered to the destination (all taxes and duty paid) specified in the Order or if none is stated to the trading address from which the Order was sent.
2. All Goods must be properly and suitably packed and any loss or damage arising from or due to defective or faulty or insufficient packing shall be the responsibility of the Supplier. The Company shall not accept charges for cases, packages, or containers of any description.
3. The Company will not bear the cost of unloading the Supplier's plant, equipment and materials necessary to deliver the Goods or to perform the Services at the place of delivery.
4. The Supplier shall insure the Goods until such time as the Goods are unloaded and placed in the final location at the delivery site. Title to and risk of loss or damage to the Goods shall pass to the Company on delivery.
5. The Supplier shall keep insured and be responsible for any plant, equipment, materials or other items brought onto the Company's site for performance of the Services.
6. Time shall be of the essence of the Contract.
7. All Goods supplied shall be accompanied by a delivery note and a duplicate thereof and a separate invoice shall be posted or otherwise sent to the Company at the time of the despatch of such Goods. All delivery notes and invoices shall quote or make reference to the Order number. Invoices relating to the supply of Services shall be despatched on completion of the Services.
8. Where the Company agrees to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
9. The Company may at any time make changes in writing relating to the Order, including changes in the Specification (including quantities), method of shipment, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Supplier proceeds with such changes.

3. Price

1. The price of the Goods and Services shall be inclusive of all costs and charges including without limitation those in relation to loading, unloading, delivery, insurance and packaging and all import and export duties.
2. No variation in price will be accepted unless reasonable written notice has been given to the Company of such variation and the Company's written approval has been obtained thereto prior to execution of the Order.
3. Where Goods and Services are subject to Value Added Tax or other sales tax the amount legally demandable is to be rendered as a separate item of account and if required by the Company the Supplier will produce bona fide evidence of the amount paid or payable in respect thereof.

4. The Company reserves the right to deduct from any invoices due or becoming due to the Supplier any monies due from the Supplier to the Company in respect of this Contract or any other contract between the Supplier and the Company.

4. Payment

1. All statements of account in respect of Goods supplied or Services rendered must be submitted to the Company to arrive not later than the 10th day of the month following the date of the invoice.
2. Payment for Goods supplied or Services rendered will be made 60 days from the latest to occur of (i) receipt by the Company of the Supplier's invoice; (ii) receipt of the Goods or Services by the Company; or (iii) acceptance of the Goods or Services by the Company as provided for in the Contract.
3. The rate of interest for outstanding payments shall be at the rate of 2% per annum above the base rate for the time being of Barclays Bank PLC.

5. Supplier's Obligations

1. The Supplier warrants that all Goods and Services will be supplied to and comply in all respects with the Specification. The Supplier warrants that all Goods will be of highest quality, free of defects in workmanship or materials and fit for the purpose made known to the Supplier expressly or by implication by the nature of the Goods. The Supplier warrants that all Services shall be carried out by suitably qualified personnel with reasonable care and skill and in a timely manner within the specific timescale agreed with the Company.
2. The Company reserves the right to reject any Goods or Services which do not conform to the Specification or otherwise meet the standards expected of the Goods or Services as required in these Conditions. Where the Goods are in the nature of machinery or equipment, no acceptance shall be deemed to have taken place unless and until all acceptance criteria as specified by the Company to the Supplier and/or acceptance tests are fulfilled to the satisfaction of the Company.
3. The Company may return rejected Goods to the Supplier at the Supplier's risk and expense. If the Company rejects any Goods or Services, unless replacement Goods or Services can be provided within a timescale acceptable to the Company, the Company shall be entitled to terminate the Contract and the Supplier shall immediately refund monies (if any) already paid to the Supplier. Any action taken in this regard shall be without prejudice to any other rights or remedies that the Company may otherwise have.
4. All Goods in the nature of machinery or equipment shall be CE marked and comply with all relevant laws, regulations and standards applicable to such Goods. Date of manufacture and serial number of such Goods shall be clearly displayed on the Goods. In addition, all such Goods shall be accompanied by all relevant operating manuals, documentation and information which would enable the Company to properly use, operate or maintain such Goods in accordance with all relevant legislations, in particular but without limitation, health and safety legislation.

5. The Supplier shall ensure that all Services, if to be performed on the Company site, are performed in accordance with the Health and Safety at Works Act 1974, the Company's health and safety policy as amended by the Company from time to time (the "Company's Regulations for Contractors") and other on-site requirements made known to the Supplier.
6. The Supplier shall ensure that it has all relevant insurance cover in the appropriate amounts required to cover any potential liabilities under these Conditions. If so required by the Company, the Supplier shall provide details of its insurance cover together with all evidence reasonably necessary to show that all premiums have been paid up to date.
7. The Supplier warrants that it has all the required qualifications, licences, consents, approvals and authority to supply the Goods or Services under these Conditions, including (but not limited to) any legislation or regulations governing the exportation of Goods from the country of origin and the importation of Goods into the United Kingdom (if applicable).
8. As and when requested to do so by the Company, the Supplier must provide the Company with proof that any particular Goods have been delivered to the Company. Such requirement shall remain in force for a period of twelve months after each delivery.

6. Company's Remedies

1. Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, the Company shall be entitled to exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by the Company:
    1. to rescind the Order;
    2. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
    3. at the Company's option to give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or Services or to supply replacement Goods and/or carry out any other necessary work (at no extra cost to the Company) to ensure that the terms of the Contract are fulfilled;
    4. to refuse, without liability, to accept any further deliveries of the Goods or provision of Services;
    5. to carry out, or engage a third party to carry out, at the Supplier's expense, any work necessary to complete the Services or make the Goods or Services comply with the Contract; and/or
    6. to claim damages against the Supplier.

7. Compliance with Law, Intellectual Property and Confidentiality

1. The Supplier warrants that the design, construction, quality, and manner of manufacture of any Goods to be supplied shall comply in all respects with all relevant legislation and regulations

which are in force at the time and further that the sale, use or possession of the Goods by the Company or results of the Services will not infringe any third party Intellectual Property Rights.

2. Save in respect of the Company's pre-existing proprietary intellectual property, all Intellectual Property Rights created or acquired in the course of or as a result of performance of the Contract shall, from the date of creation or acquisition by the Supplier belong to the Company and the Supplier hereby undertakes (at the Company's request) to do all such acts or deeds or execute all such documents and deeds as may be required by the Company to give effect to this Condition 7(2).

3. The Supplier hereby grants or shall procure, the grant to the Company of an irrevocable, transferable, royalty free, non-exclusive licence at no extra cost to use any Intellectual Property Rights which are incorporated or utilised in any Goods or Services provided for the purposes of the Company's manufacture, distribution and sale of its products and/or for obtaining the full use and benefit of the Goods or the Services.

4. All materials including any Specifications supplied by the Company (and any copies thereof) shall remain the Company's property and shall only be used for the purposes of the Contract, shall be treated as strictly confidential and shall be returned immediately to the Company on request by the Company at the Supplier's sole risk and expense.

5. The Supplier shall keep confidential and shall not without the consent of the Company disclose to any third party the terms or existence of the Contract or any other information of a confidential or sensitive nature of the Company ("Confidential Information") except that disclosure shall be allowed to such of the other parties' agents, subcontractors and advisers who need to know the confidential information for the proper performance of its duties but subject to the Supplier procuring confidentiality undertakings which are no less onerous from such third parties. For the avoidance of doubt, the Specification together with all designs, data, drawings and other technical information which may be supplied shall comprise confidential information of the Company for this purpose. The Supplier shall not use any Confidential Information for any purpose other than for the proper performance of the Contract. This obligation shall not apply to information which the Supplier becomes bound to disclose under rules of any governmental or regulatory body.

6. The Supplier shall at all times comply with all applicable laws, statutes and regulations including those relating to anti-bribery, anti-corruption, anti-slavery and human trafficking and antitax evasion (including but not limited to Bribery Act 2010, U.S. Foreign and Corrupt Practices Act 1977 ("FCPA"), Criminal Finances Act 2017 and Modern Slavery Act 2015) and shall have in place at all times adequate procedures to ensure its compliance with all such applicable laws. The Supplier shall also comply with all International Labour Organisation Conventions and Recommendations with regard to all those it engages as employees and/or workers in other capacities. The Supplier shall not engage in any bribery, kickbacks, collusive bidding, price fixing, tax evasion or other unfair trade practices. The Supplier (and its partners, employees, representatives and agents), and the Goods and Services being directly or indirectly provided by the Supplier, shall comply with the FCPA and the applicable anti-bribery and anti-corruption laws of any country outside the United States in which the Supplier will perform services ("Corrupt Practice Laws"). If the Supplier learns of or has reason to know of any payment, offer or agreement relating to the Goods and Services represent a violation of the FCPA or Corrupt Practices Laws, the Supplier shall immediately advise the Company. The Company shall be permitted to take reasonable steps to avoid, mitigate or investigate such an

actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Supplier's books and records and auditing for these purposes at any time upon reasonable notice. The Company may disclose any information that it obtains hereunder to any government agency, regulatory authority or other persons that it has determined, in its discretion, have a need for such information.

8. Indemnity

1. The Supplier will indemnify the Company from and against all and any loss, damage, costs and expenses suffered or incurred by the Company resulting from: (i) a breach of the Contract by the Supplier; (ii any negligence, act, or omission of the Supplier in performing the Contract, or on or in relation to any premises of the Company; (iii) any failure of the Goods or Services to comply with the requirements of the Contract;
    1. any breach of a warranty or representation in relation to the Goods or Services;
    2. any loss or damage to property or any liability to any person for loss or damage to property;
    3. any loss of profit, bargain, business, revenue, contract, use or goodwill, or any liability to any third party in respect of any such losses;
    4. any liability arising under the Consumer Protection Act 1987 or the General Product Safety Regulations 1996;
    5. any breach of the Supplier's confidentiality obligations as set out in Condition 7; and/or any liability from claims brought against the Company by a third party due to non-compliance with the law or infringement of Intellectual Property Rights as set out in Condition 7.

9. Term and Termination

1. The Contract shall commence from the date that an Order is accepted or deemed accepted by the Supplier in accordance with Condition 1.
2. Any Order may be cancelled (and Contract terminated) at any time by the Company giving the Supplier reasonable notice in writing. A just price, to be determined by the Company acting reasonably, shall be paid for any work in progress or Goods delivered at the time of cancellation and subsequently received by the Company. Otherwise the Company shall not be liable to the Supplier for any other loss, costs, expenses and other charges whatsoever resulting from such cancellation.
3. The provisions of this Condition 9 are without prejudice to any other rights of termination of the Company set out in these Conditions.

10. Other

1. Each party undertakes to comply with all applicable data protection legislation, including the EU General Data Protection Regulation ("GDPR") 2016/679 as well as any applicable national implementing and supplementing laws, and to ensure compliance with such legislation by its

personnel, agents, representatives and subcontractors. This condition is in addition to and does not relieve, remove or replace either party's obligations, rights or liabilities under such legislation. Each party shall comply with the obligations of a "controller" under the GDPR in relation to any personal data processed for its own purposes.

2. To the extent that a party is a processor of personal data processed on behalf of the other party as controller, the processor shall comply with the obligations of a "processor" under the GDPR and it (i) may process such data only in accordance with the controller's documented instructions; (ii) will take all appropriate technical and organisational measures to safeguard such data as required under Article 32 of GDPR; (iii) will ensure that persons authorised to process such data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (iv) will reasonably assist the controller in ensuring its compliance with its obligations under Articles 32 to 36 of GDPR; (v) will reasonably assist the controller by appropriate technical and organisational measures, insofar as this is possible, in responding to requests by data subjects; (vi) will at the choice of the controller, delete or return all such data to the controller after the end of the provision of services or processing; (vii) will make available to the controller all information reasonably necessary to demonstrate compliance with this condition and allow for and contribute to audits, including inspections, conducted on reasonable grounds by the controller or its auditor; and (viii) will notify the controller within 24 hours of becoming aware of any "personal data breach" as defined under the GDPR. The controller will ensure that each instruction is lawful and the processor shall immediately inform the controller if, in its opinion, an instruction is unlawful. The processor will not sub-contract, outsource, assign, novate or otherwise transfer its obligations under this condition to any party ("Subprocessor") nor transfer the personal data outside the European Economic Area, UK or Switzerland without the controller's prior written consent, which will not be unreasonably withheld. Where such consent is given by the controller, the processor shall enter into a contract with the Subprocessor on terms at least as protective of the controller as this condition 10 (i) which will include the processor terms in Article 28 of GDPR ("Subprocessor Terms"), and the processor shall comply with Chapter V of GDPR and the controller's instructions in relation to international data transfers. The processor will carry out each obligation under this condition 10 (i) at its own expense.
3. The Company shall not have any liability to the Supplier hereunder in contract, tort or otherwise including any liability for negligence, any loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect, special or consequential loss, howsoever arising.
4. Nothing in the Contract shall limit the liability of either party for death or personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977) or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
5. The Supplier shall not without the written consent of the Company assign, transfer, or sub-contract the Contract or any part thereof other than for any part of the Goods of which the makers or suppliers are named in the Order. For the avoidance of doubt, the Supplier shall remain responsible for acts and omissions of all of its sub-contractors.
6. The rights and remedies provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided by law. Waiver of any or all of these Conditions shall not prejudice or affect the Company's rights and remedies in respect of any subsequent breach,

non-performance or non-observance by the Supplier of any Conditions of the Contract. Waiver by the Company shall not prejudice subsequent enforcement.

7. If any one or more of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed to be omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not be affected or impaired in any way as a result of that omission.
8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce, or to enjoy the benefit of, any provision of the Contract.
9. The Contract incorporating these Conditions sets out the entire understanding between the Company and the Supplier with respect to the supply of the Goods or Services and supersedes and replaces any prior documentation, discussion, agreement and arrangement existing between the parties regarding the same subject matter.
10. No variation or amendment to the Contract will be binding unless agreed in writing between the parties.
11. The Contract and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

- End -