

# GENERAL CONDITIONS OF PURCHASE

## THE CONTRACT

- A The contract entered into between the Purchaser and the Supplier is for the sale and delivery of the whole of the goods or services described in the Purchase Order and in any specifications or drawings referred to therein, and covers all delivery and associated costs, protection, painting, packing and marking. Where Purchase order specifically excludes delivery and associated costs, only proper charges actually incurred by Supplier will be accepted, which must be supported by the third party invoice. Unless otherwise stated in the Purchase Order, installation or erection of any plant or other material on site is included in the price.
- B These general conditions shall form part of the contract. They shall not be varied and no conditions contained in quotations, letters, advice notes, invoices or other communications issued by the Supplier shall annul or vary them or any instructions contained in the Purchase Order, unless expressly agreed by both parties in writing and approved in writing by a director of the Purchasing company.

## ASSIGNMENT AND SUB-CONTRACTING

- A The Supplier shall not assign the contract or any rights or obligations there under without the previous consent in writing of the Purchaser.
- B No part of the contract is to be sub-contracted without prior written notification to the Purchaser with full particulars of each item and the proposed sub-contractor. The purchaser reserves the right to be exercised within a reasonable period of receipt of such notification to disallow any sub-contractor to which it objects. The Supplier's right to sub-contact shall not in any way relieve it from any of its obligations under the contract.

## DRAWING AND TECHNICAL DATA

- A Any deviation from or modifications to specifications or drawings shall be subject to the Purchaser's written approval. If the Supplier considers there is an omission, inconsistency or inaccuracy in such specifications or drawings, or that any modification should be made, the Supplier shall notify the Purchaser in writing forthwith. Drawings supplied by the Purchaser in connection with the contract shall be maintained in confidence by the Supplier and shall not, without the Purchaser's prior written consent be either disclosed to a third party or be used by the Supplier except in implementing the contract.
- B The Supplier shall when requested by the Purchaser provide drawings and technical data to the purchaser for approval and/or record purposes. Any such approval shall not imply that the Purchaser has checked or is responsible for the accuracy of any drawings or technical data other than its own.

## PATENT RIGHTS

The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, registered design, trademark, service-mark, copyright or similar protection which arises from anything done by or for the supplier in relation to the goods supplied under the contract or any use or resale by the Purchaser of such goods.

## WEEE

The WEEE directive 2002/96/EC imposes a responsibility for appropriate disposal of EEE, and it is a condition of this order that the supplier takes back WEEE and disposes of it in accordance with the regulations. The purchaser will return the WEEE at the cost of the purchaser. The supplier also agrees to indemnify the purchaser against any future claims relating to improper disposal of WEEE relating to this purchase contract.

## ROHS

Unless otherwise stated on the order, parts, components and sub-assemblies are to be ROHS compliant.

## CONFLICT MINERALS

Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act of 2010 refers to Conflict Minerals; particularly 3TG minerals. It is the requirement of this contract that suppliers make strenuous attempts to minimise the potential for such conflict minerals entering our supply chain in compliance with the above Act.

## MODERN SLAVERY

It is incumbent on the supplier that they comply with the Modern Slavery Act of 2015 in all countries in which they operate and actively ensure that their own suppliers comply with the act.

## INVOICING

Any invoice raised in connection with the supplies listed on this order must quote the order number. Failure to do this will result in the invoice being rejected. Standard Payment Terms are 30 Days from the end of the month in which the invoice is received. Part deliveries must clearly be defined as such. Charges will be limited to those stated in the order, any variation should be by written approval.

## DELIVERY

Delivery shall be in accordance with the requirements of the Purchase Order. Strict compliance with these requirements is the essence of the contract.

## SAFETY REGULATIONS

In effecting delivery to the Purchaser's premises or work-sites, or where the contract requires installation, erection or servicing of any plant or other material at the Purchaser's premises or work-sites, the Supplier shall ensure sufficient liability insurance is in place and comply with the Purchaser's Health & Safety Policy and rules, complying with UK HSE requirements and best practices. Where the Supplier provides services off site for the Purchaser, the Supplier shall be responsible for ensuring their own health, safety and wellbeing to complete the contracted work.

## GUARANTEE

During a period of 12 months after the date of delivery or in case of plant, after the date of commissioning, the Supplier shall, with all possible speed and without cost to the Purchaser, replace or repair the goods or any part thereof found to be defective due to faulty material, workmanship or design (other than design specified in detail by the Purchase) or to any act or omission of the supplier. In particular the Supplier shall reimburse any transportation and other charges incurred by the Purchaser such as replacement or repair at the point of use.

## INDEMNITY

The Supplier shall indemnify the Purchaser against all claims, cost, expense (including legal), loss or damage, whether direct or consequential, which the Purchaser may suffer howsoever arising from the Supplier's breach of its obligations under this contract.

## LAW

This contract shall be deemed to have been made in England and the parties to the contact hereby submit to the jurisdiction of the English Courts. English Law shall be the applicable Law of this contract.

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