

## **PURCHASE ORDER TERMS AND CONDITIONS**

1. **OFFER AND ACCEPTANCE** – This Purchase Order is an offer to buy goods and/or services herein described on the terms and conditions herein stated. This offer may be revoked at any time before it is accepted by Supplier by return of a signed acknowledgement of the Purchase Order, or physical delivery of the goods or provision of the services on which date the agreement shall come into existence.
2. **DIFFERENT OR ADDITIONAL TERMS** – These terms and conditions apply to the exclusion of any other terms Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any different or additional terms will not be binding upon Customer unless accepted in writing by Customer's agent. Customer's receipt and acceptance of goods or services ordered in no way implies its consent to any different or additional terms and conditions proposed by Supplier.
3. **MODIFICATIONS, WAIVER AND RESOLUTION** – This Purchase Order can be modified or amended and claims or rights under it can be waived only in writing signed by a duly authorised agent of Customer.
4. **SHIPPING** – Supplier shall ensure that all goods shall be suitably packed, marked and shipped in accordance with the requirements of Customer and in such a manner as to enable them to reach their destination in good condition and in a manner to meet delivery requirements as specified in the Purchase Order, or if not specified then within 14 days of the date of the order. Unless otherwise specified herein, no additional charges shall be made or allowed for such packing, marking and shipping. Customer's name and Purchase Order number shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment.
5. **DELAYS** – Any delayed performance due to the fault of the Supplier up to the specified point of delivery will attract a penalty of 2.5% of the value of the delayed products / services, for every day delayed. This penalty will be restricted to a maximum of 10% of the Agreement value.
6. **INSPECTION AND REJECTION OF GOODS** – Customer reserves the right to inspect, count and test all goods. If Customer considers the goods to be defective or nonconforming goods Customer shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the goods and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Customer shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions. Customer may reject any goods that have not been satisfactorily remedied and shall have no obligation to pay for such goods. Acknowledgement of delivery or payment for goods prior to inspection shall not be deemed to constitute an acceptance of the goods or a waiver of Customer's right to reject them. Any rejected goods shall be returnable at Supplier's risk and expense.
7. **SERVICES** – Supplier from the date set out in the Purchase Order and for the duration of this Purchase Order provide the services to Customer in accordance with the terms of the Purchase Order. In providing the services Supplier shall comply with all reasonable instructions of Customer, perform the services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade.
8. **PRICES** – The prices shall be the price set out in the Purchase Order and are firm and not subject to change and shall include every cost and expense of Supplier directly or indirectly unless agreed in writing and signed by Customer.
9. **PAYMENT** – Unless otherwise specified herein, payment is due on final completion, delivery and acceptance by Customer. Invoices shall be payable forty five (45) days after receipt unless otherwise agreed to herein, in which case special terms of payment must be shown on all invoices. Invoiced amounts not in dispute shall be payable within 45 days of receipt of the relevant invoice unless otherwise agreed to. If Customer requires, Supplier shall furnish waivers of liens from Supplier and from its suppliers and subcontractors as a condition of payment. Customer will withhold from payments to Supplier for any liens or threatened liens arising from Supplier's performance hereunder. All amounts payable by Customer under the Purchase Order are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Purchase Order by Supplier to Customer, Customer shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts in respect of VAT as are chargeable on the supply of the goods and/or services at the same time as payment is due for the supply of the goods and/or services.
10. **CHANGES** – Customer reserves the right to make changes in the specifications of any goods or services covered by this Purchase Order. If such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment in the price and/or delivery schedule shall be made.
11. **WARRANTY** – Supplier shall ensure that all goods and services covered by this Purchase Order will conform to the specifications or other descriptions furnished or specified by Customer, that the goods will be of

satisfactory quality (within the meaning of the Consumer Rights Act 2015) and fit for any purpose held out by Supplier or made known to Supplier by Customer, expressly or by implication, and in this respect Customer relies on Supplier's skill and judgement. Supplier shall ensure that the goods are, where applicable, new, merchantable, of good material and workmanship, and free from defects and remain so for 12 months after delivery. If the goods supplied by Supplier are not of satisfactory quality, defective in design, material or workmanship, are not fit for purpose, or fail to conform to the specifications as determined by Customer notwithstanding industry or business practices and in addition to other remedies, Customer has the option, at its discretion, to (1) reject the goods and return them at Supplier's expense, the goods to be replaced by Supplier on demand, or (2) correct or modify the goods as required, the costs of such corrections or modifications being for Supplier's account, or (3) allow Supplier to enter onto the property of Customer or of another to correct or modify the goods as required, at Supplier's expense. If the goods are rejected, the cost of transportation, shipping, unpacking, examining, repacking, reshipping, and like expense, shall be charged to Supplier. Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order in respect of the goods and services.

12. DESIGN RESPONSIBILITY – In the event the Purchase Order provides that Supplier has engineering design or detailing responsibility, such responsibility will be accomplished in accordance with the specification, and all recognised UK codes and standards applicable to the work. Where the Purchase Order requires that Supplier obtain Customer's review or approval of drawings, it is understood that such review or approval shall not relieve or discharge Supplier, either expressly or by implication, from any responsibility or obligation under the order.

13. TERMINATION FOR NONPERFORMANCE OR BREACH. In addition to other remedies Customer may have, including the right to damages, Customer reserves the right to terminate by written notice to Supplier all further performance of this Purchase Order if Supplier does not make deliveries or other performance as specified in the Purchase Order, or if Supplier breaches any of the terms contained herein. Customer has the right to terminate by written notice to Supplier all further performance of this Purchase Order if (a) Supplier breaches any of the terms set out in this Purchase Order, or (b) any event occurs in respect of Supplier that reasonably indicates that there is significant risk that Supplier will be unable to comply with its obligations under this Purchase Order, including any events of insolvency or bankruptcy or any similar events.

14. TERMINATION FOR CONVENIENCE – Customer may terminate, in whole or in part, Supplier's further performance and Customer's obligations at any time by notice to Supplier, confirmed in writing. In the event of termination, Supplier shall, upon Customer's request, immediately transfer and deliver to Customer free of any liens and encumbrances, any goods or portion thereof completed or in the process identified in this Purchase Order and consents to such action, including specific performance as may be necessary to give effect to this provision under such conditions as a court may determine to be just. In the event of termination where Customer has paid in advance for services and/or goods that have not been provided by Supplier, to have such sums refunded by Supplier as proportionate. In the event of termination, other than for breach, Supplier shall be entitled to only that amount which bears the same proportion of the total price determined as of the date of termination as the conforming items reasonably delivered prior to termination bear to the materials or work covered by this Purchase Order determined as of the date of termination. To the extent this Purchase Order specifically states that it specifies items which are to be specifically fabricated to Customer's order, Supplier shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Supplier's reasonable cost for prompt orderly termination (less salvage value and amounts, recoverable by Supplier) plus an equitable profit in relation thereto. If Customer incorrectly and in good faith terminates Supplier for breach, such shall be deemed to be a termination by Customer for reasons other than breach and payment shall be made in accordance with this paragraph. In no event shall Customer's liability or Supplier's recovery under or with respect to cancellation or termination of this Purchase Order exceed the Purchase Order price as determined at the time of the termination or breach. This section shall not be construed as limiting any other rights or remedies available to Customer including those rights and remedies implied by statute and common law.

15. INTELLECTUAL PROPERTY RIGHTS – Supplier warrants that the use of the goods delivered hereunder will not infringe the claims of any patents, trade secrets and other intellectual property rights and Supplier warrants that Customer has full clear and unencumbered title to all goods transferred, or any part of them, and any goods transferred as part of any service, and that at the date of delivery of such items to Customer, it will have full and unrestricted rights to sell and transfer all such items to Customer.

16. ASSIGNMENT – Supplier shall not assign this Purchase Order, nor any monies due or to become due hereunder, without Customer's prior written consent, any attempted assignment without such consent of Customer shall be void. Customer may assign this Purchase Order or any obligations hereunder to any of its affiliates, successors in title or customers, upon giving written notice to Supplier.

17. COMPLIANCE WITH LAWS – Supplier warrants that it will comply with the law of England and Wales, and of all rules and regulations issued thereunder in the manufacture or production and sale of the goods specified in or services provided under this Purchase Order.

18. INDEMNITY - Supplier shall keep Customer, its affiliates and subsidiaries indemnified against all liabilities, costs, charges, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered incurred by Customer as a result of or in connection with (1) any claim made against Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the goods, or receipt, use or supply of the services, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors and (2) any claim made against Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and (3) any claim made against Customer by a third party arising out of or in connection with the supply of the goods or the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by Supplier, its employees, agents or subcontractors. This clause shall survive the termination of the Purchase Order.

19. CONFIDENTIALITY – All drawings, specifications and information contained in this Purchase Order or attached hereto are and shall remain confidential property of Customer. Supplier shall make no use whatsoever of them except in performing this Purchase Order and shall not disclose any confidential information to any third party except to the extent necessary in performing this Purchase Order or as is required to be disclosed by law or by any governmental or regulatory authority. All such items shall be held at Supplier's risk and shall be returned to Customer upon completion of the order if Customer so requests. This clause shall survive the termination of the Purchase Order.

20. OTHER DOCUMENTS INCORPORATED BY REFERENCE – All printed, stamped or written documents, drawings, or data appearing, attached or referred to in this Purchase Order shall be incorporated by reference and shall be a part hereof.

21. OFFSET – Any monies due to Supplier for goods or services furnished hereunder may, at Customer's discretion, be set off against any sum which Supplier may owe to Customer or any subsidiary or affiliate of Customer.

22. GOVERNING LAW – This Purchase Order shall be construed in accordance with, and be governed by, the Laws of England and Wales. Customer and Supplier hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes or claim arising out of or in connection with this agreement, its subject matter or formation.

23. SEVERANCE - If any provision or part-provision of the Purchase Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

24. WAIVER - A waiver of any right or remedy under the Purchase Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Purchase Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. THIRD PARTIES – A person who is not a party to this Purchase Order shall not have any rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999 provided that this shall not affect any right or remedy of an affiliate or subsidiary of Customer to enforce the indemnity granted under paragraph 17 of this Purchase Order.

26. ETHICAL CONDUCT – Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Customer's employees, agents or representatives for the purpose of securing this Purchase Order or securing favourable treatment under this Purchase Order. Supplier further warrants that it will, at all times, conduct itself in an ethical manner.

– END OF TERMS –