

# Terms and Conditions of Purchase

In these Conditions:

**"Bribery Laws"** means the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;

**"Buyer"** means Bromford Industries Limited, Pegasus House, Bromford Gate, Bromford Lane, Birmingham. United Kingdom. B24 8DW Registered in England number: 00474681, or any of companies within Bromford's Group of Companies who have placed a Purchase Order;

**"Conditions"** means these standard terms and conditions of purchase as may be amended from time to time and which are made available on the Buyer's website (<https://www.bromfordindustries.co.uk>) and any special conditions agreed in writing between the Buyer and the Seller;

**"Contract"** means any Agreement (if applicable) and the Purchase Order for Goods and/or Services which, together with these Conditions, form the contract;

**"Global Supplier Code of Conduct"** means the Buyer's Global Supplier Code of Conduct setting out the minimum standard of conduct a Seller must meet in all dealings with the Buyer, as may be amended from time to time and which are made available on the Buyer's website (<https://www.bromfordindustries.co.uk>).

**"Goods"** means the goods which are the subject of the Purchase Order;

**"Group of Companies"** means the group of companies comprising the Buyer or the Seller (as the case may be) and all companies which are from time to time its subsidiaries, holding companies or any subsidiaries of such holding companies ("subsidiary" and "holding company" to have the meaning ascribed thereto in Section 1159 of the United Kingdom Companies Act 2006);

**"Party"** means each of the Seller and the Buyer and "Parties" shall mean the Seller and the Buyer collectively;

**"Price"** means the price for the Goods and/or Services stipulated in the Purchase Order;

**"Purchase Order"** means purchase order(s) placed by the Buyer on the Seller for the supply of Goods and/or the provision of Services;

**"Services"** means any services to be provided by the Seller to the Buyer as described in any Purchase Order;

**"Seller"** means the person, firm or company upon which a Purchase Order is placed;

**"Warranty Period"** means the period of 18 months (or such other period as the Buyer notifies to the Seller in writing from time to time) commencing on the date of delivery of the Goods or, in the case of the supply of Services, the date of completion of the Services.

## 1 FORMATION OF CONTRACTS

- 1.1 Subject to clause 1.2, the Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller on the basis of these Conditions which the Buyer may amend in writing (whether by a specific term stated on a Purchase Order or otherwise). Any conditions of sale submitted at any time by the Seller shall not apply to the Contract and any failure by the Buyer to challenge any such conditions of sale shall not imply acceptance by the Buyer.
- 1.2 In the event of a conflict between any of these Conditions and any specific term or condition referred to on the face of the Purchase Order, any specific terms in the Purchase Order shall prevail over these Conditions (to the extent inconsistent with the Conditions only).
- 1.3 These Conditions apply to the Contract to the exclusion of any other items that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4 Purchase Order(s) shall be deemed to be accepted by the Seller (subject to these Conditions which the Seller is solely responsible for accessing on the Buyer's website and any specific conditions additionally stipulated by the Buyer) unless the Seller notifies the Buyer in writing as soon as practicable and in any event within 5 days of the date of the Purchase Order that it does not accept that Purchase Order.
- 1.5 If the Buyer stipulates a fixed and/or indicative lead time on a Purchase Order, the Buyer's commitment to

purchase the Goods or provision of Services is not binding until the Delivery date falls within the fixed lead time.

- 1.6 All requests for Goods and Services on a Purchase Order where Delivery falls outside the fixed lead time are indicative only, are not binding on the Buyer and may be varied by the Buyer at any time before falling into the fixed lead time, by notice in writing to the Supplier.

## 2 DELIVERY

- 2.1 The Seller shall comply in all respects with the Buyer's programme for delivery of Goods and the performance of Services and any reasonable requests for information about progress against programme shall be provided by the Seller without delay. On-time delivery is the essence of the Contract. Without prejudice to the foregoing and any other rights and remedies available to the Buyer, in the event that the Seller anticipates any difficulties in achieving the delivery dates and times required by the Buyer, the Seller shall notify the Buyer in writing without delay.
- 2.2 All Goods supplied shall be properly packed and secured in such a manner as to reach their destination in good condition and shall (unless otherwise directed by the Buyer) be delivered by the Seller to the Buyer's premises (as stipulated in the Purchase Order) carriage paid, in accordance with the Buyer's instructions and bearing the Buyer's Purchase Order number on each package.
- 2.3 Delivery is completed when the Goods have been unloaded by the Seller at the point of delivery specified in the Purchase Order and the delivery has been signed for by a duly authorised agent, employee or site representative of the Buyer. For the avoidance of doubt, acceptance of deliveries and any signatures on delivery notes or otherwise shall not be construed as acceptance of the Goods by the Buyer.
- 2.4 If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises (or such other premises notified to the Seller as the delivery address) the Seller will be liable for all damage which it or its carrier causes to such premises and any other property in the course of delivery.
- 2.5 If Goods are delivered before the date specified in the Purchase Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery.
- 2.6 If a carrier is specified in connection with the Purchase Order such carrier shall be deemed to be an agent of the Seller and not of the Buyer.
- 2.7 Consignment or part deliveries may be rejected unless the Buyer has agreed in writing to accept such deliveries.
- 2.8 Unless otherwise stated in the Purchase Order the Seller is responsible for obtaining all the export and import licenses for the Goods and shall be responsible for any delays due to such licenses not being available when required.
- In the case of Goods supplied from outside the United Kingdom, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional tariffs, duties, levies or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller.
- 2.9 If the Seller fails to deliver the Goods and/or perform the Services by the applicable date, the Buyer may, without waiving, limiting or affecting other rights or remedies available to it under the Contract or at law:
  - 2.9.1 terminate the Contract with immediate effect and without liability to the Seller under the Contract by giving written notice to the Seller;
  - 2.9.2 refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make;

- 2.9.3 recover from the Seller any costs incurred by the Buyer in obtaining substitute goods and/or services from another party, including the Buyer itself;
- 2.9.4 require a refund from the Seller of sums paid in advance for: (a) Services that the Seller has not provided; and/or (b) Goods that it has not delivered;
- 2.9.5 claim damages for any costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to meet such dates; or
- 2.9.6 claim or deduct 2% of the price of the Goods for each week's delay in delivery by way of a late delivery charge which is agreed to be a pre-estimate of the expected administrative cost which will be incurred by the Buyer as a result of the late delivery, up to a maximum of 15% of the total price of the Goods.
- 3 TIME**
- 3.1 Where time is specified such provision shall be of the essence of the contract provided that time for payment shall not be of the essence of the contract.
- 3.2 Failure by the Seller to adhere to any provision as to time contained in the Purchase Order or otherwise notified to the Seller in writing shall entitle the Buyer at its option to treat the Contract as repudiated in whole or in part. The Buyer shall be entitled to exercise its option at any time unless a written extension of time has been given to the Seller by the Buyer and the time of any extension has not elapsed.
- 3.3 Failure by the Buyer to exercise its option under clause 3.1 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 3.4 Unless an extension of time has been agreed by the Buyer in accordance with clause 3.1, the Seller's failure to effect delivery of Goods or to perform the Services on the date or dates specified shall entitle the Buyer to purchase substitute Goods and/or Services and to hold the Seller accountable for all losses, claims, damages and additional costs and expenses incurred by it as a result (including, but not limited to, any liabilities that the Buyer owes to its customer as a result of the Seller's failure).
- 4 PRICE AND PAYMENT**
- 4.1 Unless otherwise agreed by the Buyer in writing:
- 4.1.1 all Prices are fixed, inclusive of the costs of packaging, insurance, carriage and any applicable customs, handling, import and/or export duties, tariffs and taxes save for value added tax ("VAT") which is dealt with in clause 4.1.2 below and such Prices may not be increased without the prior written consent of the Buyer;
- 4.1.2 unless otherwise stated in a Purchase Order, all Prices are exclusive of VAT which shall be payable by the Buyer in addition on receipt of a valid VAT invoice from the Seller;
- 4.1.3 invoices shall not be rendered by the Seller until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Purchase Order. Without prejudice to the foregoing, if the Buyer permits the Seller to deliver the Goods or perform the Services early, invoices shall not be rendered until the date that the Goods were originally agreed to be delivered or the Services performed; and
- 4.1.4 payment shall be due 60 days after the end of the month following the month of receipt of the invoice.
- 4.2 Each invoice shall include the relevant Purchase Order number and such supporting information required by the Buyer to verify the accuracy of the invoice.
- 4.3 The Buyer specifically reserves the right to deduct from any monies due or to be become due to the Seller (whether under this Contract or under any other contract between the Buyer and the Seller) any monies due to the Buyer from the Seller (whether under this Contract or any other contract between the Buyer and the Seller).
- 4.4 The Buyer shall not be liable for any Purchase Orders or amendments to Purchase Orders other than those issued or confirmed on the Buyer's official Purchase Order or amendment forms duly signed on behalf of the Buyer.
- 4.5 The Price shall be the full and exclusive remuneration of the Seller in respect of the supply of Goods and/or provision of Services. The Buyer shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Purchase Order or any variation of it unless authorised in writing by a further priced Purchase Order.
- 4.6 No payment of or on account of the Price shall constitute any admission by the Buyer as to proper performance by the Seller of its obligations.
- 4.7 No payment will be made for containers, crates or packing materials of any description except where agreed by the Buyer in writing.
- 4.8 Inattention to the following details may result in delay in payment but no prompt payment discount shall be forfeited by the Buyer due to the failure of the Seller:
- 4.8.1 to send on the day of dispatch for each consignment such advice(s) of dispatch and invoice(s) as may be indicated on the Purchase Order; or
- 4.8.2 to supply all certificates of conformity or other quality documentation required by the Buyer; or
- 4.8.3 to send a monthly statement of account quoting the invoice numbers applicable to each item caused by it; or
- 4.8.4 to mark clearly the Buyer's Purchase Order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating to them.
- 4.9 If the Buyer fails to make a payment due to the Seller under the Contract by the due date, the Seller shall grant the Buyer a grace period of a further 45 days from the due date to make payment in full. If the Buyer fails to make payment in full by the end of the grace period, then the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.9 will accrue each day at 2% a year.
- 4.10 The Seller shall maintain complete and accurate records of the time spent and materials used by the Seller in providing the Services, and the Seller shall allow the Buyer to inspect such records at all reasonable times on request.
- 4.11 The Buyer shall be entitled to set-off any amounts owed to the Buyer from any payment due to the Seller.
- 5 PACKAGING**
- The Buyer shall only be responsible for returning cases or other durable packaging to the Seller if such responsibility is accepted by the Buyer in the Purchase Order.
- 6 STORAGE**
- If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until the date of actual delivery.
- 7 RISK AND TITLE**
- 7.1 Unless otherwise stated on the Purchase Order, risk in the Goods shall pass to the Buyer upon completion of delivery as specified in clause 2.3 and title to the Goods or any part of the Goods shall pass upon the earlier delivery or the time of any payment being made for them. The Seller shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery.
- 7.2 Subject to clause 8.1 and 8.2, all tools, equipment and materials of the Seller required in the performance of the Seller's obligations under the Contract shall be and remain at the sole risk of the Seller whether or not they are upon premises of the Buyer or any other premises specified in the Purchase Order.
- 7.3 Where the Seller has contracted to perform Services or work upon goods or materials without title thereto passing to or belonging to the Seller, risk shall pass to the Seller in respect of such goods and materials when it takes delivery thereof and shall remain with the Seller until the goods or materials processed or worked upon (as the case may be) are redelivered to the Buyer. Delivery for the purposes of this clause 7.3 shall mean the time of parting with physical possession by the

Buyer and redelivery shall mean upon acceptance of delivery by a duly authorised agent, employee or representative of the Buyer.

**8 TOOLING**

8.1 All tools, patterns, materials, drawings, specifications, programmes and other data (including all programmes and data in machine readable form) provided by the Buyer or the Buyer's customer (as the case may be) in connection with the Purchase Order will at all times remain the property of the Buyer or the Buyer's customer (as the case may be). All such tools, patterns, materials, drawings, specifications, programmes and other data shall be kept in good condition by the Seller whilst in its possession or control and the Seller shall be fully liable for such items whilst they are in the Seller's possession or control. Such items shall be marked by the Seller as the property of the Buyer or the Buyer's customer (as the case may be) and shall be delivered up to the Buyer forthwith on request, including any copies and at the Seller's expense. All such items shall only be used by the Seller for the purpose of completing the Purchase Order unless the Buyer gives its prior written consent to any other use.

8.2 Any tools (such as jigs, dies etc) which the Seller may construct or acquire specifically in connection with the Goods and for which the Seller makes any charges shall be and remain the Buyer's sole and unencumbered property and the Seller shall deliver up all such tools to the Buyer upon receipt of a request from the Buyer, and at the Seller's expense.

**9 FREE-ISSUED MATERIALS**

9.1 Where the Buyer or the Buyer's customer free-issues materials or packaging to the Seller for use in connection with the Purchase Order such materials shall be and remain the property of the Buyer or the Buyer's customer (as the case may be).

9.2 The Seller shall maintain such materials in good order and condition and at its risk and shall use them only in connection with the Purchase Order.

9.3 The Seller acknowledges that there may be scrap materials or surplus materials arising in the ordinary course of supplying the Goods and/or providing the Services. In cases where the materials have been free-issued to the Seller by the Buyer or the Buyer's customer (as the case may be), the Seller shall:

9.3.1 notify the Buyer in writing of all such scrap and surplus materials arising during the course of supplying the Goods and/or providing the Services;

9.3.2 carry out a reconciliation exercise of the volume of materials and packaging free-issued to the Seller and the volume of Goods or Services that are completed in accordance with the Purchase Order, supporting by evidence to the Buyer's satisfaction; and

9.4 pay to the Buyer an amount equal to the market value of all such scrap and surplus materials. The market value is to be determined by applying a 12-month average price obtained from the London Metals Exchange, or such other mechanism as may be agreed in writing. materials or packaging wasted as a result of the Seller's bad workmanship or negligence shall be replaced at the Seller's expense.

9.5 The Seller shall at any time upon the Buyer's request deliver up to the Buyer forthwith and at the Seller's expense, all materials or packaging issued by the Buyer or the Buyer's customer (as the case may be).

**10 INSPECTION AND STANDARDS**

10.1 The Buyer and/or the Buyer's customer shall be entitled to inspect the Seller's facilities (and the facilities of any permitted sub-contractor) at any time to inspect and/or test the Goods either complete or in the process of manufacture or, as the case may be, any Services being performed at any time before delivery.

10.2 The Seller shall remain fully responsible for the Goods and Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under the Contract.

10.3 On inspection, the Buyer and/or the Buyer's customer shall be entitled to require all defects or deficiencies to be made good and alterations made in the event of any

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failure in the opinion of the Buyer to comply with the terms of the Purchase Order. Such right of inspection whether exercised or not does not constitute acceptance or approval of all or any part of the manufacture of Goods, the Services provided, or the quality of the final Goods or Services produced.

The Seller shall maintain in force all quality standards and approvals and all such other standards and approvals (including, but not limited to environmental standards) which the Buyer and or the Buyer's customer requires the Seller to hold or which the Seller has represented to the Buyer that it holds. The Seller shall immediately notify the Buyer if it ceases to hold any such standards and approvals.

**11 WARRANTY, QUALITY AND LIABILITY**

11.1 All Goods and Services supplied by the Seller shall for the Warranty Period:

11.1.1 be fit for any purpose held out by the Seller or made known to the Seller by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement;

11.1.2 be of good quality;

11.1.3 be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the Purchase Order or incorporated by reference to industry standards of practice or as stipulated by the Buyer in writing;

11.1.4 be free from defects in design, materials and workmanship; and

11.1.5 conform to all applicable laws, regulatory requirements, standards, specifications and conditions.

11.2 All work performed by the Seller on Goods or Services shall be performed with all due care and diligence and performed in accordance with all specifications and standards specified in a Purchase Order or otherwise stipulated by the Buyer including but not limited to the Buyer's Global Supplier Code of Conduct and shall be in accordance with best practice and pass such inspections as may be required by the Buyer, its customers or their agents or any government department concerned.

11.3 The Seller warrants that:

11.3.1 it is able to supply the Goods or Services to the standards set out at clauses 11.1 and 11.2 and all other standards stipulated by the Buyer in writing;

11.3.2 it has the necessary expertise to supply the Goods and Services;

11.3.3 any changes to a process of manufacture for Goods or Services is strictly prohibited unless approved by the Buyer; and

11.3.4 all statements and representations made in respect of the Goods and Services prior to the Purchase Order are accurate.

11.4 Nothing contained in these Conditions shall in any way detract from the Seller's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

11.5 Without prejudice the Buyer's other rights and remedies under the Contract or at law, if the Seller has delivered Goods or Services that do not comply with the warranties and undertakings set out in clause 11.1, 11.2, 11.3, irrespective of whether the Buyer has accepted the Goods or Services, the Buyer may elect to exercise one or more of the following non-exclusive remedies:

11.5.1 terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Seller;

11.5.2 reject the Goods or Services (in whole or in part) and to return and Goods or parts upon which a Service has been performed to the Seller at the Seller's own risk and expense;

11.5.3 require the Seller to repair or replace the rejected Goods or Services, or to provide a full refund of the price of the rejected Goods or Services (if paid);

11.5.4 refuse to accept any subsequent delivery of the Goods or Services which the Seller attempts to make;

11.5.5 recover from the Seller any costs, losses expenses or damages incurred by the Buyer in obtaining substituted Goods or Services from a third party; and

- 11.5.6 claim damages for any additional costs, loss or expenses or damages incurred by the Buyer arising from the Seller's failure to supply Goods in accordance with clause 11.1, 11.2 and 11.3.
- 11.6 These Conditions shall extend to any substituted or remedial Good or Services and/or repaired or replacement Goods or Services supplied by the Seller.
- 11.7 Without prejudice to any other rights or remedies available to the Buyer, the Seller agrees to assign to the Buyer upon the Buyer's request, the benefit of any warranty, guarantee, indemnity, insurance, or similar right which the Seller has against any third-party manufacturer or supplier of the Goods or Services or any part thereof.
- 11.8 The Buyer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

**12 HEALTH AND SAFETY**

- 12.1 The Seller warrants that:
  - 12.1.1 it will comply with the duties imposed on it by the Contract and all applicable health and safety laws, statutory provisions, by-laws, rules and regulations so far as they are applicable to the site or the Goods and Services as amended from time to time in the design, manufacture, supply provision and/or installation of the Goods and Services (including all work on site) or the provision of any information relating to the Goods and Services; and
  - 12.1.2 it will perform the Contract such that no liability is incurred by the Buyer under such laws, statutory provisions, by-laws, rules and regulations and furthermore, that it will comply with all health and safety policies and procedures in place at the Buyer's sites (copies of which are available on request from the Buyer); and
  - 12.1.3 all Goods and Services will be supplied with all necessary safety guards, devices and information sufficient to comply with the Contract and all applicable health and safety laws, statutory provisions, by-laws, rules and regulations so far as they are applicable to the site or the Goods and Services as amended from time to time. Where Goods or Services are to be supplied without guards, safety devices or required information, the Seller must notify the Buyer in writing, specifically referencing this clause and state
    - (a) what safety guard, device or information must be supplied; and
    - (b) specify clearly in writing that such guards, devices or information must purchase or obtained by the Buyer.
  - 12.1.4 The Seller agrees to indemnify the Buyer for any liability which the Buyer may incur as a result of the Seller's failure to comply with this clause 12.

**13 INDEMNITY**

- 13.1 The Seller agrees to indemnify and keep indemnified the Buyer from and against all losses, costs, damages, expenses and claims:
  - 13.1.1 contributed to, caused to or made against the Buyer as a result of the Seller's failure to fulfil any of its express or implied obligations under the Contract;
  - 13.1.2 suffered or incurred by the Buyer arising out of or in connection with any claims made against the Buyer for infringement of or claims of infringement of any third party's patents, design right, copyright, registered design, or trade mark by reason of the manufacture, use, receipt supply or sale of the Goods or Services supplied (save where the same shall have been manufactured in accordance with specifications or designs supplied solely by the Buyer) (including, without limitation all claims in respect of royalties payable by the Seller in respect of the Goods or Services);
  - 13.1.3 suffered or incurred by the Buyer from the Seller or a third Party arising out of or in connection with errors or omissions in drawings, calculations, packing details or other particulars supplied by the Seller; and
  - 13.1.4 suffered or incurred by the Buyer from the Seller or a third Party arising out of or in connection with the acts and omissions of the Seller, its employees, agents or its sub-contractors.

**14 MARKING OF GOODS AND PUBLICITY**

- 14.1 Unless otherwise agreed in writing no maker's name or mark shall appear on any Goods supplied or part to which Services have been provided pursuant to the Purchase Order.
- 14.2 Neither the Purchase Order, the name of the Buyer, nor the name of the Buyer's customer shall be disclosed to any third party or used by the Seller or any sub-contractor for advertisement or publicity purposes without the Buyer's prior written consent.
- 14.3 The Seller shall not either during the period of the Purchase Order or at any time thereafter disclose to any person, firm or company any intellectual property, manufacturing process or trade secret of the Buyer.

**15 SUB-CONTRACTING**

- 15.1 The Seller shall not without the prior written consent of the Buyer sub-contract or assign all or any part of the Purchase Order.
- 15.2 Any authority given by the Buyer for the Seller to sub-contract the Purchase Order or any part of it shall not impose any duty on the Buyer to enquire as to the competency of any authorised subcontractor but the Seller shall ensure that any authorised sub-contractor is competent and that the work is properly done and the Seller shall have liability for all acts or omissions of any such subcontractors.

**16 TERMINATION**

- 16.1 Without prejudice to any other rights or remedies to which it may be entitled to under the Contract or at law, the Buyer may terminate a Purchase Order forthwith and without liability in the event that:
  - 16.1.1 the Seller or any member of the Seller's Group of Companies shall become, or the Buyer reasonably anticipates that the Seller or any member of the Seller's Group of Companies shall become bankrupt or, under Section 123 of the United Kingdom Insolvency Act 1986, be deemed to be unable to pay its debts or makes an arrangement with its creditors or if a resolution shall be passed or proceedings commenced for the administration or liquidation of the Seller or any member of the Seller's Group of Companies (other than for a voluntary solvent winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager shall be appointed over all or any part of the assets under the laws of any jurisdiction, ; or
  - 16.1.2 the Seller breaches a material obligation of the Contract and fails to rectify such breach within 7 days (or, in the case of breaches which, in the opinion of the Buyer, require more immediate attention, within the time period specified in the Buyer's written notice) of receipt of written notice from the Buyer requiring it to be remedied;
  - 16.1.3 if the Buyer has reasonable grounds for believing the Seller will be unable to substantially fulfil its obligations under the Contract, the Buyer may require the Seller to provide written evidence that the Seller is willing and able to fulfil its obligations. If the Seller fails to provide evidence within 14 days of the Buyer's request, or if upon provision of the information the Buyer is not satisfied that the Seller is us able to substantially fulfil its obligations under the Contract, the Supplier will be deemed to have breached the Contract and may terminate the Contract and any other Contracts in existence between the Buyer and the Seller or any member of the Seller's Group of Companies;
  - 16.1.4 the Buyer reserves the right to terminate the Contract in the event that there is a change of control of the Seller. A "change of control" means the acquisition of a controlling interest in the Seller by a third party occurring or coming to the attention of the Buyer after the date of the Buyer's Purchase Order. A "controlling interest" shall be any interest sufficient to give the power to secure by law or corporate action the ability to direct and conduct the business of the Seller.
- 16.2 Upon termination of a Contract howsoever arising, the Seller shall, at the Seller's risk and expense, immediately return to the Buyer all tooling and materials. In relation to any specifications, drawings, data (including data in machine readable format) and other information provided to the Seller, all such specifications, drawings, data and information and all

- copies thereof shall be immediately returned to the Buyer (at the Seller's risk and expense) or, on the instructions of the Buyer, shall be destroyed.
- 16.3 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 16.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect after termination.
- 17 TERMINATION FOR CONVENIENCE**
- 17.1 Without prejudice to any other specific provision of these Conditions or the Contract or any other right available to the Buyer, the Buyer shall have the right to terminate the Contract in whole or in part at any time by giving written notice to the Seller whereupon all work under the Purchase Order (or the terminated part) shall be discontinued.
- 17.2 Upon termination for convenience, the Seller shall have 60 days to make a claim, supported by such information and evidence as is requested by the Buyer, for:
- 17.2.1 the costs of raw material for Goods or Services which were purchased prior to termination for Goods and Services due for Delivery within the agreed fixed lead time;
- 17.2.2 the costs incurred for work partially completed on Goods or Services due for Delivery within the agreed fixed lead time on a pro rata basis; and
- 17.2.3 any additional costs reasonably incurred prior to termination under this clause, for Goods and Services due for Delivery within the agreed fixed lead time, payable at the discretion of the Buyer.
- 17.3 Upon payment of any claim under clause 16.2 or if no claim is made within 60 days, the Supplier shall waive its rights to claim payment for any further sum or by way of damages, loss of profits or otherwise from the Buyer.
- 18 RECORDS**
- 18.1 When drawings, parts, lists and operating and maintenance instructions or like documentation are supplied by the Seller, these may be used by the Buyer and the Buyer's customer for production or purchase by the Buyer or for any part or parts of the Goods or Services for the purpose of repairing them or replacing parts.
- 18.2 All such drawings, information and documentation supplied by the Seller shall be suitable for copying by the Buyer.
- 19 INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 19.1 All designs, specifications, inventions, patents, know how, new technology, improvements and other intellectual property rights and materials made, designed or developed by the Seller in connection with the Contract shall be the sole property of the Buyer or the Buyer's customer (as the case may be) and the Seller shall procure at no charge to the Buyer the execution of any and all papers necessary to perfect ownership by the Buyer or the Buyer's customer (as the case may be).
- 19.2 All material, drawings, patterns, gauges, samples, specifications and other technical data prepared by the Buyer or the Buyer's customer (as the case may be) in connection with the Contract shall be and shall at all times remain the property of the Buyer or the Buyer's customer (as the case may be) which shall be entitled to reproduce and use all such material, drawings and data at any time for any purpose whatsoever. The Seller shall not use any such material, drawings, patterns, specifications and data except in connection with the performance of its obligations under the Contract.
- 19.3 Notwithstanding clauses 19.1 and 19.2, the Seller shall be responsible for ensuring that any designs, specifications, inventions, patents, know-how, improvements and other intellectual property rights and materials and all information provided to the Seller pursuant to clause 19.2 is adequate and suitable for the supply of the Goods and the provision of the Services to the standards set out in these Conditions and any other standards specified in writing by the Buyer.
- 19.4 The Seller shall ensure that all illustrations, performance details, examples of installations and methods of assembly and all other data and information provided by the Seller shall be complete and accurate.
- 20 INSURANCE**
- 20.1 During the term of the Contract and for a period of 7 years thereafter, the Seller shall maintain in force, with a reputable insurance company, the following insurance policies:
- 20.1.1 professional indemnity insurance with a limit of at least £10 million for claims arising from a single event or series of related events per calendar year;
- 20.1.2 product liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events per calendar year;
- 20.1.3 public liability insurance with a limit of at least £10 million a claim;
- 20.1.4 aviation insurance with a limit of at least £50 million for claims arising from a single event or series of related events per calendar year. The Seller shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 21 FORCE MAJEURE**
- If the Buyer is delayed or hindered in the performance of its obligations under the Contract, or if the Buyer's use or receipt of the Goods or Services is prevented or hindered, by circumstances beyond its reasonable control (including, but not limited to, any form of government intervention, strikes and lock outs not involving the parties hereto or their respective work forces, flood, drought, earthquake or other natural disaster; epidemic or pandemic, collapse of buildings, fire, explosion or accident, nuclear, chemical or biological contamination, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations) then delivery of the Goods or performance of the Services or payment for the Goods and Services shall be suspended without liability to the Buyer until such time as the circumstances have ceased. If such delivery cannot be effected within a reasonable time after the due date the delivery may be cancelled by either party in writing without liability on either side.
- 22 QUALITY ASSURANCE REQUIREMENTS**
- The Seller shall comply with any quality assurance requirements specified in the Purchase Order.
- 23 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**
- 23.1 The Seller undertakes, warrants and represents that:
- 23.1.1 neither the Seller nor any of its officers, employees, agents or subcontractors has:
- 23.1.1.1 committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
- 23.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- 23.1.1.3 become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 23.1.2 it shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 23.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 23.1.4 it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Seller's obligations under this clause 23. Any notice under this clause 23.1.5 shall set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations; and

- 23.1.5 include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 23, including but not limited to an obligation that its direct subcontractors and suppliers comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 23.2 The Seller shall implement due diligence procedures for its direct subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains.
- 23.3 The Seller shall during the term of the Contract and for the period of six years thereafter maintain such records relating to the Goods and Services provided to the Buyer under the Contract as may be necessary to trace the supply chain of such Goods and Services and to enable the Buyer to determine the Seller's compliance with clause 23.
- 23.4 The Buyer (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Seller's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Seller has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Seller to perform the Services and provide the Goods in accordance with the Contract and for that purpose shall be entitled to have access to the Seller's premises and to any premises of the Seller's sub-contractors or agents where the Services are being performed and Goods are being produced during normal working hours on giving reasonable notice to the Seller.
- 23.5 The Seller shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to clause 23.4 within such timescales as are agreed with the Buyer. The nature of the remediation action to be taken is at the discretion of the Seller, but such action must address the relevant findings of the audit.
- 23.6 The Seller shall prepare and deliver to the Buyer no later than March each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 23.7 The Seller shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with this clause 23. The Seller shall keep a record of all training offered and completed under this clause 23.7 and shall make a copy of such records available to the Buyer on request.
- 23.8 The Seller shall indemnify the Buyer and its directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of this clause 23.
- 23.9 Any breach of clause 23 by the Seller shall be deemed a material breach of the Contract that is not remediable and entitles the Buyer to immediately terminate the Contract under clause 16.1.2.
- 24 ANTI-BRIBERY**
- 24.1 For the purposes of this clause 24 the expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and the guidance published under it.
- 24.2 The Seller shall ensure that it and each person referred to in clauses 24.2.1 to 24.2.3 does not, by any act or omission, place the Buyer in breach of any Bribery Laws. The Seller shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this clause 24 and ensure that:
- 24.2.1 all of the Seller's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Seller;
- 24.2.2 all others associated with the Seller; and
- 24.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 24.2.1 and/or 24.2.2, involved in performing services for or on behalf of the Seller or with the Contract so comply.
- 24.3 Without limitation to clause 24.2, the Seller shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 24.4 The Seller shall immediately notify the Buyer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 23.
- 24.5 Any breach of this clause 24 by the Seller shall be deemed a material breach of the Contract that is not remediable and entitles the Buyer to immediately terminate the Contract under clause 16.1.2.
- 25 COMPLIANCE WITH LAWS**
- 25.1 The Seller must comply with all laws, regulations or licences applicable in the jurisdiction of either manufacture or provision of any Goods and Services supplied pursuant to these Conditions. The cost of compliance with any laws, regulations or licences are included in the Price and are the sole responsibility of the Buyer.
- 26 GENERAL**
- 26.1 If any provision or part of a provision of the Contract shall be held to be invalid or unenforceable in whole or in part, the affected portion of the provision shall be severed. The unaffected portion of the provision shall remain in full force and effect.
- 26.2 No waiver of, delay or failure by the Buyer to exercise any rights or remedies shall prejudice any future or further exercise of the Buyer's rights
- 26.3 Any notice or other communication to be given to a party under or in connection with the Contract shall be in writing, in English and be addressed to the Managing Director or equivalent role of that party and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 26.4 The Seller shall keep confidential all information disclosed to it by or on behalf of the Buyer or the Buyer's customer which could reasonably be considered as confidential. This shall include, but not be limited to, all information disclosed by the Buyer which comprises intellectual property and know-how belonging to the Buyer or the Buyer's customer and all information relating to the Buyer's business or the business of the Buyer's customer which is not in the public domain. The Seller shall not use any information so provided to it other than to enable it to perform its obligations under the Contract.
- 26.5 These Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes between the Buyer and the Seller. The application of the United Nations Conventions for the International Sale of Goods is hereby expressly excluded.
- 26.6 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 26.7 The Seller shall not be entitled to hold itself out as an agent or representative of the Buyer nor shall the Seller

be entitled, in any way, to bind the Buyer without the prior written consent of the Buyer (any such consent to be signed by a director of the Buyer).

26.8 There shall be no joint and several liability between the companies comprising the Buyer's Group of Companies in respect of Purchase Orders placed by each of them.