

**CONDITIONS OF PURCHASE**

- 1) a) The Company will only accept responsibility for an order if issued on the Company official form and duly signed by an authorised officer of the Company.  
b) Authorised officers of the Company are the directors and other named persons on the written authority of a named director.
- 2) No conditions submitted or referred to by the supplier on any documentation or orally shall form part of the contract unless agreed to in writing by a representative of the Company's Purchasing Department.
- 3) No amendments to the Company's orders shall form part of the contract unless agreed in writing by an authorised officer.
- 4) The supplier will keep secret and not disclose to any third party (except permitted sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Company in connection with this order, or which becomes known to the supplier through their performance of work under this order in any publicity material or other similar communication to third parties without the Company's prior consent in writing.
- 5) The supplier may not assign or transfer this order or part thereof to any other person without the Company's written consent. The supplier may not, without the Company's written consent, sub-contract this order or part thereof, other than for materials, minor details, or for any part of the goods in respect of which the makers are specified overleaf, or to the extent to which subcontracting is a trade custom in relation to the subject matter of the order.
- 6) Goods and materials should be supplied strictly in accordance with the quantities, specifications and stipulations of this order.
- 7) The supplier will ensure that in all respects (except by way of design or specification where the Company has supplied the same) the goods and/or the work comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered and/or the work performed as the case may be.
- 8) The supplier will notify the Company as soon as possible that the goods or materials are at the supplier's premises ready for delivery so that the Company has an opportunity to exercise the right hereby reserved to inspect the same before dispatch from the supplier's premises, but such inspection shall not relieve the supplier from responsibility nor be interpreted in any way to imply acceptance of such goods and materials after delivery. All goods are subject to inspection and acceptance after delivery.

- 9) In the absence of any earlier expressed acceptance by the supplier delivery by the supplier shall of itself constitute acceptance of these conditions.
- 10) Where time for delivery and/or performance by the supplier is specified, time shall be of the essence of the contract, for the avoidance of doubt the Company reserves the right to cancel any order in full or part without paying compensation if not delivered within the time stated or alternatively, to claim reasonable compensation on any losses due to delayed delivery.
- 11) a) The details referred to in Condition 11 (b) must be clearly shown on (i) the outer packaging of all goods delivered under this order and (ii) on the supplier's delivery note which should be attached to the outside of such packaging. Failure to comply with this Condition 11 (a) may result in the Company not accepting delivery.
  - b) The details referred to are: details of goods, order number, quantity, the Company's part number (if applicable), description and batch number (where applicable).
- 12) If for any reason, the Company is unable to accept delivery of the goods on or after the agreed delivery date, the supplier will store the goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery.
- 13) The Company may from time to time without liability in damages or otherwise to the supplier change any delivery schedule specified in this order or direct temporary suspension of such deliveries.
- 14) The goods and materials shall be delivered during normal business hours unless previously arranged otherwise.
- 15) Title to and property in all goods and materials shall pass to the Company when delivery is made to the premises specified by the Company but all goods and materials remain at the risk of the supplier until they have been sufficiently inspected to ascertain that they have been supplied in accordance with the details stated in the order without prejudice to the right of rejection which the Company may have under these circumstances and/or at common law and/or by statute.
- 16) The Company's signature, given on any delivery note, or other documentation, presented for signature in connection with the delivery of the goods, is evidence only of the number of packages received. In particular it is no evidence that the correct quantity of number of goods has been delivered or that the goods delivered are in good condition or of the correct quality.
- 17) Where no payment terms are specified overleaf, payment shall be due at the end of the month following the end of the month in which the goods are delivered or the work is fully performed.



- 18) Without prejudice to any legal or equitable remedies available for any breach of the contract, if either party defaults of any of its obligations under this contract (other than matters covered by paragraph 7 hereof) and fails to comply with a written notice from the other party warning against a further default of a similar nature or, if it is practicable, requiring the default to be remedied within a reasonable period specified by the notice then the other party may terminate the contract forthwith by giving the party in default written notice to that effect.
- 19) Unless the Company agrees otherwise in writing, all goods and materials supplied are to be delivered by the supplier carriage paid and insured to the address for delivery specified in the order.
- 20) The supplier agrees to replace any defective goods with all due expedition and to indemnify the Company against any extra expenses, costs and losses (including consequential loss) incurred by them of any part of the goods or services supplied, whether being defective or otherwise and to indemnify the Company against claims for infringements of patents or accidents to the supplier's workmen whether engaged at the Company's premises or elsewhere in the execution of the contract between the parties.
- 21) All prices stated on the order are firm and not subject to alteration.
- 22) The supplier warrants that the price of the items set forth on the order do not exceed those charged by the supplier to any other customer purchasing the same item or items in like or smaller quantities and other similar conditions.
- 23) The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished, nor shall any acceptance of the performance by the supplier of his obligations hereunder be implied by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of, or delay by the Company in asserting or exercising any such rights or remedies over by any payment by the supplier of, or on account of the contract price.
- 24) a) If either the supplier or the Company are delayed or prevented from performing the Company's obligations under this order, by circumstances beyond the reasonable control of either of them, (including without limitations any form of governmental intervention, strikes, lock-outs relevant to this order, breakdown of plants or delays by sub-contractors concerned) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in this order, this order may be cancelled by either party. The Company will pay to the supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the supplier under this order prior to cancellation, and in respect of which the Company has received benefit. The Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.



b) Subject to Condition 24(a), the Company reserves the right to cancel the whole or any part of this order or any consignment on account thereof, if the same is not completed in all respects in accordance with the instructions and specifications stated in this order.

c) If the supplier shall become bankrupt or have a receiving order or administration order made against it or shall make any composition or arrangement with or any conveyance or assignment for the benefit of its creditors, or shall purport so to do or shall have any application made against it under any bankruptcy act, or (being a company) if any resolution shall be passed or an order of the court be made that it be wound up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done, the Company shall be entitled to cancel this order forthwith by written notice to the supplier without liability to it of any kind, but without prejudice to any other right or action which the Company may have at the date of such notice.

d) In event of the Company cancelling this order under Condition 24(b) and/or 24(c) as to all or any of the goods and/or the work covered thereby the Company shall be entitled to purchase from a third party a like quantity of the goods of similar description and quality, or a reasonable alternative thereto, bearing in mind its needs to take delivery of the goods by the date specified overleaf, or to contract with a third party to perform work of a similar description and quality, and in the event the supplier shall be liable to reimburse to the Company on demand all expenditure incurred by its connection with their said cancellation, including any increase in price over that stated overleaf.

25) Any dispute with regard to the interpretation, validity, application or otherwise shall be governed by English law and the English Courts shall have exclusive jurisdiction.

#### SPECIFIC QA PURCHASING REQUIREMENTS

1. Suppliers shall ensure they have implemented a quality management system.
2. Suppliers shall provide a certificate of conformity, test reports, or authorised release certificate as applicable.
3. All shelf life must have at least 80% of their life remaining.
4. Unless otherwise specified, the items subject to this order shall be of the latest issue or revision at the time of supply.
5. Quality Records must be retained for a minimum of 7 years unless specific additional instructions are requested.

6. Suppliers are expected to develop, implement and maintain effective methods & processes appropriate to their products to minimise the risk of introducing suspected unapproved, unapproved, and counterfeit parts & materials into deliverable product(s) which may be supplied and shall seek to exclude such items from any delivered product.
7. Supplier shall notify the Company of any nonconforming product supplied to the Company that could cause a safety risk within one (1) business day of realisation. Any non-critical issues which could affect product conformity shall be notified within one (1) week of realisation.
8. Suppliers shall ensure operations are being performed in a manner that is appropriate, as it applies to their ethical, legal, environmental and social responsibilities.
  - a) Suppliers must adhere to the laws and regulations in the locality in which they reside. This includes all the laws/regulations in the country of origin.
  - b) The Supplier must maintain and operate its manufacturing/production facilities and processes in accordance/compliance with environmental, health and safety laws/regulations in the country of origin.
  - c) Suppliers shall not discriminate against race, colour, sex, religion, age, physical disability, political affiliation or other defining characteristics as prohibited by the laws/regulations in the country of origin.
  - d) Suppliers shall employ workers of a minimum legal age in accordance with the laws/regulations in the country of origin. Child labour laws must be followed. Suppliers shall not practice the use of forced or indentured labour. Suppliers shall not exceed the daily and weekly working hours as permitted by the laws/regulations in the country of origin. Suppliers shall compensate workers in accordance with the laws/regulations of the country of origin. This includes minimum legal wage, overtime wages and benefits (required by law).
  - e) Evidence of corruption, bribes, improper advantage or any other form of illegal practice by the Supplier or associated operations will terminate all relations with the Company.
9. The Supplier shall ensure personnel are trained, competent and suitably qualified to carry out required tasks to ensure conforming product is supplied and are aware of their contribution to product conformity, safety, and ethical behaviour.
10. The Supplier shall flow down the essence of the Company's requirements listed within this document to their sub-tier sources.
11. The Company or its customer may require right of access to the Supplier's premises at a mutually agreeable time to certify that purchased product meets the requirements of the Regulatory Authorities or the details herein, including to review applicable records.
12. Acknowledgement of acceptance of this order must be made within 3 working days of receipt.

04 Oct. 24