



Terms and Conditions of Purchase for Goods

1. Definitions and interpretation

- (a) "Company" means Dynamic-Ceramic Limited (Registered Company No 02769778) whose registered and business addresses are specified on the Purchase Order

"Contract" means the contract between the Company and the Supplier for the sale and purchase of Goods in accordance with these Conditions

"Goods" means all articles, materials, works and any associated services as set out in this Purchase Order

"Purchase Order" means the Company's order for Goods as set out in the Company's purchase order form or, the Company's written acceptance of the Supplier's quotation, as the case may be (and any amendment thereto by the Company accepted by the Supplier) for the supply of the Goods in accordance with these Conditions and any special conditions set out overleaf or attached

"Supplier" means the other contracting party named on the face of the Purchase Order and shall be deemed to include any director, officers, employees and agents thereof.

- (b) Headings in these Conditions are for convenience and shall not affect construction.
- (c) A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such a statute, provision or subordinate legislation as amended or re-enacted whether before or after the date of this Contract and, in the case of a statute, includes any subordinate legislation made under that statute from time to time.
- (d) Any phrase incorporating the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

2. Basis of Contract

- (a) These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Company shall only be bound by Purchase Orders and amendments thereto which are placed on its official printed Purchase Order forms signed on its behalf by a duly authorised officer and acknowledged by the Supplier in accordance with Condition 2 (b) below.
- (b) Acknowledgement of the Purchase Order must be made by signing and returning a copy of the Purchase Order to the Company within fourteen (14) days of the date of the Purchase Order. Should the Supplier dispatch Goods, or perform work or services in accordance with the Purchase Order without such an acknowledgement the Supplier shall be deemed to have accepted the Purchase Order and these Conditions and the Contract shall come into existence.
- (c) If the Goods subject of the Purchase Order are to be used in connection with a Ministry of Defence contract (specified overleaf) then the Purchase Order shall be subject to the conditions of the relevant Ministry of Defence contract which shall take precedence over

these Conditions where such terms are in conflict. Details of any such conditions shall be supplied by the Company on request but the Supplier shall be deemed to have accepted the same as part of the Purchase Order whether such request has been made by the Supplier or not.

- (d) Nothing in these Conditions shall prejudice any term, condition or warranty expressed or implied or any legal right or remedy to which the Company may be entitled in relation to the Goods by virtue of any statute or custom or any general law or local law or regulation.

3. Delivery

- (a) The Supplier shall on or up to a maximum of three (3) working days before the delivery date stated in the Purchase Order and at its own expense and risk deliver the Goods properly packed and sealed to the Company at the address specified in the Purchase Order or as subsequently agreed in writing. Time shall be of the essence in respect of such delivery. It is acknowledged that late delivery by the Supplier may cause financial damage and/or loss to the Company. Unless otherwise stated in the Purchase Order or otherwise previously agreed delivery shall take place during normal working hours under the terms of these Conditions. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the delivery location.
- (b) The Supplier shall deliver the exact quantities of Goods either specified in the Purchase Order or subsequently agreed by the parties in writing. Without prejudice to any of the Company's other rights or remedies, the Company shall be entitled to reject incomplete deliveries and to return any excess quantities of the Goods at the Supplier's risk and expense.
- (c) Without prejudice to any of the Company's other rights, failure to deliver the Goods (or any part) by the due date shall entitle the Company to terminate the Contract in respect of the undelivered Goods and any other Goods already delivered which, in the Company's reasonable opinion, cannot effectively or commercially be used by reason of such non delivery. All such Goods rejected under this Condition 3 (c) shall be returned to the Supplier at the Supplier's risk and expense.
- (d) If for any reason the Company notifies the Supplier that it is unable to accept delivery of the Goods until after the delivery date stated in the Purchase Order the Supplier shall store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until such time that delivery can take place. In cases where Condition 16 does not apply the Company shall pay the Supplier in accordance with these Conditions. Upon delivery of the Goods to storage and where such storage exceeds thirty (30) days the Company shall reimburse the Supplier its reasonable costs (including insurance) for such storage.
- (e) All despatches must be plainly marked with the Company name, Purchase Order number and contain a packing note which is uniquely numbered and sent at the same time as the Goods are dispatched.
- (f) The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in these Conditions as if any such instalment were the entire delivery of the Goods. On delivery of the Goods (and each such instalment) the Supplier shall deliver to the Company such documents (which shall include without limitation advice notes and certificates of

conformity) as required by the Purchase Order or as otherwise specified by the Company in writing.

- (g) If the Supplier fails to comply with this Condition 3 the Company shall be under no obligation to accept delivery of any Goods or any relevant instalment.

4. Specifications, Quality Tests, Rejection

- (a) The Goods shall conform in all respects with the drawings, specifications and other requirements or descriptions stated in the Purchase Order. All Goods must be new unless specifically agreed by the Company in writing, free from material defects in design, material and workmanship and (where the Supplier is responsible) design and shall be equal in all respects to relevant samples or patterns provided by the Supplier.
- (b) The Company may inspect and test the Goods during their manufacture, processing or storage and the Supplier's quality control procedures at any reasonable time at the Supplier's works or at the premises of its subcontractors. Such inspection or failure to inspect shall not constitute acceptance by the Company and does not relieve the Supplier of any responsibility under the Purchase Order whether implied or expressed.
- (c) All of the Goods must pass the Company's acceptance tests. Without prejudice to the Company's other rights it shall be entitled to reject all Goods which do not conform completely in every respect with the terms of these Conditions and in particular Conditions 4 (a) and (f). If by the nature of the Goods any defects or any failure to conform does not or would not become apparent until after use the Company may reject the same within a reasonable period of time (being in any case not less than twelve (12) months) after the Goods are placed into use.
- (d) In the event that Goods are rejected under Condition 4 (c) above the Company shall have the option to:
 - (i) require the Supplier at its risk and expense to replace the rejected Goods and deliver additional Goods in compliance with the Purchase Order;
 - (ii) cancel the Purchase Order as provided by Condition 16 both in respect of the Goods in question and/or the whole of any undelivered balance of the Purchase Order; and/or
 - (iii) recover from the Supplier any monies paid by the Company in respect of such rejected Goods and if the Company so requires any other Goods comprised in the Purchase Order which, in the Company's reasonable opinion, cannot effectively or commercially continue to be used by reason of such failure to conform as above together with any additional expense reasonably incurred by the Company in obtaining replacement Goods from an alternative source. All rejected Goods shall be returned to the Supplier at the Supplier's expense.
- (e) The Company's signature given in respect of receipt of the Goods is evidence only of the number of packages received. In particular it is not evidence that the correct quantity or number of the Goods has been delivered or that the Goods delivered are in good condition or of the correct quality.
- (f) The Supplier shall ensure that in all respects except where the Company is responsible for the design or specification of the Goods the Goods comply with all relevant requirements of any statute, statutory instrument, order or other regulations which may

be in force when the Goods are delivered and/or the work performed as the case may be. In particular, without prejudice to the generality of the foregoing, all Goods shall comply with all applicable CE marking and other labelling requirements and the Supplier shall retain relevant test certificates, conformity assessments and test construction files and ensure that these are available for inspection by the Company or regulatory authorities when required.

- (g) The Company's rights under this Condition 4 are in addition to and not in substitution of the Company's common law and statutory rights and remedies, and any rights and remedies granted under these Conditions.

5. Liquidated Damages

The Company may at its option claim or deduct liquidated damages from the Supplier for late deliveries. Late deliveries shall be deemed as deliveries not received against the agreed delivery date and delivery acceptance as set out in Condition 3 or deliveries that on initial receipt are deemed not to comply with the provisions of Conditions 4 and 8. Liquidated damages shall be incurred at a rate of one percent (1%) per week of the total price of the Goods outstanding for each week's delay in delivery to a maximum value of ten percent (10%). The Parties confirm that these sums represent a genuine pre-estimate of the Company's loss. If the Company exercises its rights under this Condition 5, it shall not be entitled to any of the remedies set out in these Conditions for late delivery for the period over which liquidated damages may be claimed but such remedies shall be available after such period and also at any time in respect of the Goods' condition.

6. Price and Payment

- (a) Prices and currency shall be those specified within this Purchase Order and shall be fixed and exclusive of Value Added Tax but inclusive of all other taxes imposts fees and duties.
- (b) No charges shall be made for packing, wrapping, cartons, boxes, crating, pallets, containers, insurance or delivery unless otherwise agreed in writing and any such charge shall be separately detailed in the Supplier's invoice.
- (c) Unless otherwise agreed in writing the Supplier shall submit its invoice in respect of the Goods which, subject to Condition 4, shall become due for payment by the Company sixty (60) days from the date of receipt of invoice. Invoices shall accurately replicate the Purchase Order number and line items and shall state the price exclusive of Value Added Tax. Invoices shall not be sent to the Company prior to the date of delivery of the Goods and must be sent to the Company address designated on the Purchase Order quoting the relevant Purchase Order number.
- (d) Subsequent to the agreement of prices for Goods the Supplier shall use its reasonable endeavours to identify opportunities for cost reduction, whether by design change, material change, material cost reduction or manufacturing process change. In order to reward the Supplier for seeking such cost reduction opportunities the Company agrees to allot a percentage portion of the saving to the Supplier. The percentage portion shall vary according to the circumstances and shall be subject to allocation by the Company on a fair and reasonable basis.
- (e) Responsibility for any non-recurring engineering costs shall be agreed between the Supplier and the Company in writing prior to the date of the Contract. Where no such agreement is reached the Supplier shall be responsible for all such costs.

- (f) Late payment of undisputed invoices shall carry interest at a rate of two percent (2%) above the Bank of England base rate commencing thirty (30) days after payment first becomes due. The Parties agree that this represents a substantial contractual remedy for late payments and no additional statutory interest shall be payable.

7. Title and Risk

- (a) Subject to Condition 7 (b) below title and risk in the Goods shall pass to the Company on delivery in accordance with Condition 3 above. The Supplier shall off-load the Goods at its own risk as directed by the Company.
- (b) Any Goods or materials purchased or allocated by the Supplier for the purpose of the Purchase Order or any work done in connection with it shall immediately vest in the Company where any advance payment or progress payments have been made quoting the Purchase Order number.
- (c) Passing of title and risk in accordance with this Condition 7 shall be without prejudice to any right of rejection or cancellation arising under these Conditions.

8. Warranty

- (a) The Supplier warrants to the Company that:
 - (i) the Goods will conform with the quality, description and other particulars of the Goods stated in the Purchase Order;
 - (ii) the Goods will conform to all samples, drawings, descriptions and specifications provided to the Company by the Supplier;
 - (iii) the Goods will conform with all standards referred to on any part of the Goods and in any product packaging and/or documentation in, with or in relation to which the Goods are supplied;
 - (iv) the Goods will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship and installation for a period of twelve (12) months from the date of delivery;
 - (v) the Goods will comply with all performance and other specifications stated in the Purchase Order, and all applicable legislation for the time being in force;
 - (vi) to the extent that the Goods include the delivery of services relating to the Goods, the services shall be supplied with all reasonable skill and care to the highest standards in the industry.
- (b) Without prejudice to any other rights whether express or implied by statute or otherwise which the Company may have the Supplier undertakes at the Company's option forthwith either to repair or replace or refund the cost of the Goods which are or become defective within twelve (12) months from the date of delivery or within such longer period as may be specified in the Purchase Order.
- (c) If a substantial proportion of the Goods are defective or do not conform as aforesaid the Company may without prejudice to its other rights cancel the Purchase Order and reject any or all of the Goods already delivered and the Supplier shall repay any sums already

paid by the Company in respect of the Goods so rejected whether or not delivered. Whether a proportion of the goods is substantial for the purposes of this Condition is to be determined by the Company.

- (d) The Supplier shall with all possible speed, and at the Company's option, repair or replace free of charge Goods damaged or lost in transit provided the Company shall give written notice of such damage or loss within a reasonable period of time. These Conditions shall apply to any repaired or replaced Goods supplied by the Supplier such that a warranty shall subsist for either twelve (12) months from delivery of such repaired or replaced Goods or the length of the period specified in relation to the replaced or repaired goods in the original Purchase order, whichever is the longer.
- (e) The Company's rights under this Condition 8 are in addition to and not in substitution of the Company's common law and statutory rights and remedies, or and any rights and remedies granted under the conditions of the Purchase Order.

9. Intellectual Property Rights

- (a) Any and all patents, designs (whether registered or not), copyright or other intellectual property rights throughout the world, whether or not similar to any of the foregoing, resulting from any work carried out by the Supplier in the execution of the Purchase Order shall vest exclusively in the Company and the Supplier shall, at the request of the Company, assign such rights to the Company.
- (b) The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of these Conditions, including all rights, title and interest in and to the intellectual property rights and all other rights assigned to the Company.
- (c) The Supplier shall obtain waivers of any moral rights in the Goods to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- (d) The Supplier warrants that neither the sale nor the use of the Goods nor the performance of the Purchase Order shall infringe any patent copyright trade mark or name design (whether registered or not) or other intellectual property rights whether or not similar to any of the foregoing and shall indemnify and hold the Company harmless from all actions claims demands costs expenses and liabilities whatsoever resulting whether directly or indirectly from any such actual or alleged infringement. The Supplier at its own expense shall defend or (at the Company's option) assist in the defence or settlement of any such infringement or proceedings which may be brought in that connection provided that the Supplier shall be under no liability under this Condition in respect of any infringement caused directly by use of a design or specification supplied by the Company.
- (e) No Goods covered by the Purchase Order shall be manufactured, sold or disposed of by the Supplier in violation of any right of any third party and in particular, but without prejudice to the generality of the foregoing, of any patent right, trade mark or similar right or any charge, mortgage or lien provided that the Supplier shall be under no liability under this Condition in respect of a violation caused directly by use of a design or specification supplied by the Company.
- (f) The Supplier shall ensure that the Company is covered by any licence agreement required to enable the lawful use of Goods supplied. Should the Company be exposed in

any manner (legal or otherwise) as a result of the Supplier's failure so to do the Supplier shall indemnify and hold the Company harmless from any and all actions claims demands costs expenses and liabilities whatsoever resulting whether directly or indirectly.

10. Confidentiality

- (a) The Supplier shall treat and keep confidential and shall not disclose to any third party (except sub-contractors authorised by the Company in writing who accept a like obligation of confidentiality and then only to the extent necessary to the performance of any sub-contract) all information including without limitation technical and commercial information, advice, know-how drawings, designs, specifications, inventions, processes and initiatives supplied by the Company in connection with the Purchase Order or which becomes known to the Supplier through performance of the Purchase Order, or through any litigation or dispute resolution relating to the Purchase Order.
- (b) The Supplier shall not use any of the foregoing information except in connection with the execution of the Purchase Order and shall on completion of the Purchase Order or earlier termination in accordance with these Conditions return all such information to the Company and destroy all electronic records of such information at the Company's request.
- (c) All such information as described in Condition 10 (a) above shall remain the exclusive property of the Company and save as stated in the Purchase Order no licence or rights are granted by the Company to the Supplier.
- (d) The Purchase Order shall be treated as confidential and no reference to the existence of this Purchase Order or the Company's name shall be made or disclosed in any publicity material or other similar communications to third parties without the Company's prior consent in writing.

11. Company Property

- (a) If the Company supplies any jigs, tools, dies, patterns, moulds, gauges, components, materials or any other items of whatsoever nature for use in connection with the Purchase Order the same shall be at the Supplier's risk from the time they leave the Company's factory until they are returned thereto but shall remain the property of the Company. The Company shall have the right of reasonable access to the Supplier's premises (or the premises of any approved sub-contractors) to inspect such items while they are there. The Supplier shall not use any of the foregoing except in connection with the Purchase Order in accordance with the Company's written instructions or authorisation and shall maintain the same in good condition and return them to the Company at any time on demand or otherwise automatically on completion of the Purchase Order. Gauges are issued as reference standards only. All jigs, tools, dies, patterns, moulds and gauges manufactured or provided by the Supplier for the Company in connection with the Purchase Order shall become the Company's property and shall be retained by the Supplier until disposal instructions are given by the Company to the Supplier in writing, which instructions shall be complied with forthwith.
- (b) The Supplier shall indemnify the Company against any loss or damage to the items mentioned in Condition 11 (a) above arising while such items are in the Supplier's possession or before re-delivery to the Company. The Supplier shall insure such items against fire and explosion and (if necessary) note the Company's interests on its policy.

- (c) The Company and/or its licensors shall retain all intellectual property rights in any specifications, drawings, designs and descriptions provided to the Supplier and no licence of the same is granted or to be implied save for a non-transferable licence for the Supplier to use the same for the sole purpose of fulfilling the Purchase Order.
- (d) This Condition 11 shall survive the termination of the Contract, howsoever arising.

12. Indemnity

- (a) The Supplier shall indemnify in full and hold the Company harmless from all actions, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result or in connection with:
 - i) any personal injury or death of any person or in respect of any loss damage or destruction to property (not attributable to any negligent action or inaction of the Company) which shall have occurred in connection with any work executed by the Supplier pursuant to the Purchase Order or shall be alleged to be attributable to defects in the Goods; or
 - ii) any claim made against the Company by any third party in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of any direct or indirect breach, or negligent performance or failure or delay in performance by the Supplier of these conditions or of any terms or obligations on the Supplier's part implied by the Sale of Goods Act 1979 or the Sale and Supply of Goods Act 1994 or the Supply of Goods and Services Act 1982 (or any statutory re-enactment thereof) or by any other statute or statutory provision relevant to the Purchase Order or to Goods or work converted thereby; or
 - iii) defective workmanship, quality or materials in or in relation to the Goods; or
 - iv) any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the Goods.
- (b) This indemnity shall not be prejudiced or waived by any exercise of the Company's rights under Condition 4.

13. Hazardous Goods

- (a) The Supplier shall mark all hazardous goods with international danger symbols where they exist and display the name of the material in English. Transport and other documents must include a declaration of the hazard and name of the material in English.
- (b) Goods must be accompanied by emergency information in English in the form of written instructions labels or markings. The Supplier shall observe the requirements of the UK, EU and international legislation including without limitation the Control of Substances Hazardous to Health Regulations 2002 (as amended), the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)

and any other relevant international agreements relating to the packing, labelling and carriage of hazardous goods. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport handling or use of the Goods supplied shall be promptly communicated to the Company prior to delivery.

- (c) The Supplier shall comply with the Montreal Protocol where applicable. Should the requirements of the Purchase Order not be possible without contravening the terms of the said Protocol the Supplier shall notify the Company in writing within four (4) working days of the receipt of the Purchase Order. Failure so to do shall be taken to indicate compliance and any liabilities (financial or otherwise) incurred as a result shall be the responsibility of the Supplier.

14. Services

- (a) If the performance of the Purchase Order requires the Supplier's employees to attend the premises of the Company then notwithstanding any degree of supervision or instruction by the Company such employees shall remain employees of the Supplier and under the Supplier's control. Without prejudice to Condition 12 the Supplier shall effect and maintain in force comprehensive employer's liability insurance in respect of such employees.
- (b) Should the Supplier use any personnel (including any approved sub-contractors) to execute work on the Company's premises in performance of the Purchase Order, the Supplier shall ensure that all such personnel observe all health and safety rules and regulations and any other security and related requirements that apply at any of the Supplier's premises. Without limiting the generality of this Condition the Supplier shall execute such work in accordance with any supplementary conditions attached to this Purchase Order provided that these supplementary conditions shall always prevail.
- (c) The Supplier shall indemnify in full and hold the Company harmless from all actions, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result of or in connection with any failure by any personnel to comply at all times with the requirements set out in Condition 14 (b) above.

15. Manufacturing Changes

The Company must be advised in writing of any and all proposed changes in the specification of the Purchase Order or method of construction of the Goods to be supplied. In the event of such notice being given the Company reserves the right to cancel the Purchase Order in accordance with Condition 16 or at its option to confirm the Purchase Order in writing to the Supplier.

16. Force Majeure and Cancellation

- (a) Save as provided in this Condition 16 (a) the Company shall not be liable for any failure to complete or otherwise perform its obligations under the Purchase Order if such failure is caused by any circumstances beyond its reasonable control including but not limited to strikes, acts or omissions of the Purchaser, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction. In the event of any such failure the Company shall notify the Supplier and the Company's performance of any

shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order the Purchase Order may be cancelled by the Company. The Company shall pay to the Supplier such sum as may be fair and reasonable in the circumstances in respect of Goods supplied by the Supplier under the Purchase Order prior to cancellation and in respect of which the Company has received the benefit.

- (b) Subject to Condition 16 (a) above the Company reserves the right to cancel the whole or any part of the Purchase Order or any instalment if the same is not completed in all respects in accordance with the instructions and specifications stated and with these Conditions. In the event the Company cancels the Purchase Order as to all or any of the Goods covered by it the Company shall be entitled to purchase from a third party a like quantity of Goods of a similar description and quality or a reasonable alternative bearing in mind the Company's need 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 that event the Supplier shall be liable to reimburse to the Company on demand all expenditure incurred by the Company in connection with the said cancellation including any increase in the price over that stated overleaf, such reimbursement to be paid within twenty eight (28) days of the Company supplying such a demand in writing to the Supplier.
- (c) The Company reserves the right to cancel the whole or any part of the Purchase Order at any time without cause and require the Supplier to cease work or part thereof in respect of the Goods. In full settlement the Company shall pay to the Supplier a fair and reasonable price for all Goods delivered or in a deliverable state at the date of notice of cancellation but in no event shall the amount so payable exceed the total Purchase Order price stated overleaf.

17. Continuity of Supply

The Supplier undertakes to use all reasonable endeavours to accept future orders in respect of the Company's future requirements for similar Goods at prices and delivery lead-times no less favourable to the Company than those agreed for this Purchase Order having regard to the economic circumstances at the time. In the event that the Supplier is reasonably unable to accept such orders it shall at the Company's request enter into negotiations with the Company to agree on fair and reasonable terms the conditions and licences necessary to enable the Company to receive and use all necessary drawings manufacturing information and tooling to enable the Company to make the Goods or have them made elsewhere.

18. Bankruptcy or Liquidation

- a) If:
 - (i) the Supplier fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or
 - (ii) the Supplier commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after receipt of notice in writing requiring it to do so; or
 - (iii) the Supplier commits a series of persistent minor breaches which when taken together amount to a material breach; or

- (iv) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (v) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (vi) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- (vii) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- (viii) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- (ix) a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver; or
- (x) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
- (xi) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events outlined in Conditions (iv) - (x) (inclusive); or
- (xii) the Supplier ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
- (xiii) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- (xiv) any event prevents the Supplier from performing its obligations under this Contract for any continuous period of three months; or
- (xv) the Company reasonably believes that any of the events outlined in Conditions (i) – (xiii) (inclusive) are about to occur;

the Company shall without prejudice to any claim or right the Company may otherwise have, have the right to:

- (i) cancel the Purchase Order summarily by notice in writing without compensation to the Supplier; or
 - (ii) give notice to any receiver administrative receiver administrator or liquidator or other person of the option of carrying out the Purchase Order; or
 - l(ii) require Goods at the Supplier's premises which are owned by the Company or Goods which have been paid for by the Company or otherwise allowed to the Company under Condition 7 to be returned or delivered as appropriate to the Company's premises stated on the Purchase Order.
- (b) A termination of the Contract in accordance with this Condition 18 shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

19. Set Off

The Company may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

20. Assignment and Sub-Contracting

- (a) The Supplier shall not assign, charge or transfer the Purchase Order or any part thereof to any other person without the prior written consent of the Company.
- (b) The Supplier shall not without the prior written consent of the Company sub-contract this Purchase Order or any part thereof other than for materials or for any part of the Goods of which the makers are specified overleaf to the extent sub-contracting is a trade custom in relation to the subject matter of the Purchase Order.
- (c) The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Purchase Order.

21. Waiver

- (a) The failure by the Company to insist in any one or more instances upon the performance of any of the terms and conditions of the Purchase Order shall not be construed as a waiver of the Company's rights under the Purchase Order or to future performance of such terms and conditions.
- (b) A waiver of any right under the Purchase Order is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

22. Notices

All notices or other documents to be given under the Contract shall be in writing and in the English language and shall be delivered by hand or sent by registered post or facsimile or by electronic mail (e-mail) to the registered office of the party concerned or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the fifth (5th) working day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient's fax number PROVIDED THAT a copy of the communication is sent by registered post or delivered by hand as soon as practicable after transmission; and by e-mail after the sender's e-mail server has acknowledged receipt by the other party

23. Entire Agreement

- (a) The Purchase Order and any documents referred to in it constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Purchase Order.
- (b) Each party acknowledges that, in entering into the Purchase Order, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Purchase Order or the documents referred to in it.
- (c) Nothing in this Condition 23 shall limit or exclude any liability for fraud.

24. Special Conditions

Where special conditions are stated on the front of the Purchase Order such special conditions shall apply equally with these Conditions save that where there are any

inconsistencies between the special conditions and these Conditions the special conditions shall prevail and take precedence.

25. Further Assurance

The Supplier agrees to do all such additional acts and execute such additional documents which may reasonably be required to give effect to the purposes of the Purchase Order.

26. Severance

If any Condition or part of a Condition is held by any court or other competent authority to be void or unenforceable in whole or part, the other Conditions and remainder of the affected Condition shall continue to be valid.

27. Waste Management Regulations, Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2008 ("ROHS") & Waste Electrical and Electronic Equipment Regulations 2006 ("WEEE")

- (a) The Supplier shall comply with all relevant UK and ECC Regulations in respect of waste management and control. The Supplier, subject to formal notification, shall support the Company in its obligations under such regulations by providing regular reporting on waste management, including but not limited to packaging usage data and hazardous substances.
- (b) The Supplier shall comply with all relevant UK and ECC Regulations relating to ROHS & WEEE. In compliance with these regulations the Supplier shall provide the Company with full support and all necessary data in the format agreed ensure in order to ensure the Company's full compliance with these regulations.

28. Supplier Evaluation

The Supplier shall have procedures for and shall actively participate in supplier evaluation and continuous performance improvement initiatives.

29. International Trade Terms & Conditions

The Supplier shall ensure that it complies with all applicable legislative import and export regulations including but not limited to, INCOTERMS 2010, International Traffic in Arms Regulations, and all relevant Export Licensing provisions. Where the Supplier requires information from the Company in order to comply with such regulations, the Company will provide on request all information required without prejudice.

30. Obsolescence

The Supplier shall have an obsolescence policy and procedure and shall provide notification to the Company of all products or services that are due to become obsolete. This notification shall be no less than twelve (12) months prior to the point at which the product or service shall become obsolete and shall allow the Company the option to purchase or otherwise acquire any equipment, licences, drawings, manufacturing information and tooling in order to support the Company's on going business requirement. In addition all the associated costs to maintain form, fit and function throughout the life of the use of the Goods shall be born by the Supplier.

31. Risk Management

The Supplier shall have adequate risk management procedures in place in order to support the Company's risk management process. The Supplier shall upon written request from the Company provide input to the Company's risk management process.

32. Maintenance and Support

The Supplier shall where appropriate provide maintenance and support services in relation to the Goods at a cost and on terms to be agreed. This service shall be either on an as required basis or fixed cost for an agreed period as deemed appropriate by both parties.

33. Jurisdiction

- (a) The Purchase Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- (c) Nothing in the Purchase Order shall limit the right of either party to take any proceedings, suit or action against the other party in any other court of competent jurisdiction in the domicile of that other party, nor shall the taking of them in one or more jurisdiction preclude the taking of them in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.