



TERMS CONDITIONS OF PURCHASE

All transactions are based upon and subject to the terms and conditions set out below: -

1. Definitions

1.1 In these conditions the following meanings apply:

- 1.1.1 "Conditions" the standard terms and conditions of purchase set out in this document.
- 1.1.2 "Contract" the contract for the sale and purchase of Goods or the supply of Services incorporating these Conditions and any Special Conditions.
- 1.1.3 "Goods" the goods, including any instalment of the Goods or any part of them, specified on a Purchase Order.
- 1.1.4 "Buyer" the company or entity as named on the Purchase Order.
- 1.1.5 "Purchase Order" the document setting out the Buyer's requirements for Goods incorporating these conditions and any special conditions.
- 1.1.6 "Services" the services to be provided as specified on the Purchase Order including any materials, articles or goods to be supplied in connection therewith.
- 1.1.7 "Special Conditions" additional terms and conditions that the Buyer may specify in relation to any particular Purchase Order.
- 1.1.8 "SPECIFICATION" includes any plans, drawings, data or other information relating to the Goods or Services.
- 1.1.9 "Seller" the Seller or contractor as named on the Purchase Order.
- 1.1.10 "Writing" means letter, email, cable, facsimile transmission and comparable means of communication.

2. Scope of Conditions

- 2.1 These Conditions shall apply to all Contracts for the purchase of the Goods or Services by the Buyer from the Seller to the exclusion of all other express or implied terms and conditions (except those in favour of the Buyer which are not inconsistent with the Conditions) including any terms or conditions which the Seller may purport to apply notwithstanding the same being endorsed upon, delivered with or referred to in any quotation or other document delivered or sent by the Seller to the Buyer.
- 2.2 A Purchase Order shall constitute an offer by the Buyer to purchase the Goods and / or acquire the Services subject to the Conditions and any Special Conditions.
- 2.3 The Order will lapse unless unconditionally accepted by the Seller in Writing within 7 days of its date.

2.4 Despatch or delivery of the Goods or commencement of the Services by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.

2.5 Incoterms 2012 shall apply to Contracts with non-UK resident Sellers.

3. Prevalence of Conditions

3.1 These Conditions and any Special Conditions can only be varied with the written agreement of an authorised representative of the Buyer. No person has the capacity to commit the Buyer to any verbal contract. Such commitments will only be binding on the Buyer when confirmed by a formal Purchase Order.

4. The Price

4.1 The price of the Goods or Services shall be as stated on the Purchase Order and, unless otherwise expressly agreed in writing by the Buyer shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of any appropriate VAT invoice); and

4.1.2 a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and / or containers, carriage, delivery, insurance and all other charges.

4.2 Where off-loading is required, the price shall include the Seller providing any special equipment to ensure delivery to the place directed by the Buyer.

4.3 The price shall include the provision by the Seller of all equipment, materials, consumables and power necessary for the provision of Services unless otherwise specifically agreed in writing by the Buyer.

4.4 The Buyer may set off against the price (including any applicable VAT payable) any amounts due from the Seller whether under the applicable contract of sale or otherwise.

5. Specification

5.1 The Goods shall conform in all respects with any Standards specified in the Contract and where no Standard is specified with the relevant British, European and International Standards. The Goods shall conform in all respects with the requirement of any legislation current at the date of delivery.

5.2 Any Specification supplied by the Buyer (*including items with key characteristics / critical components or having special requirements*) to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer and cannot be changed without prior written consent of the Buyer. The Seller shall not disclose to any third party or use any such Specification, the details of a Purchase Order or the terms of any Contract except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. Note that the seller is required to flow down all requirements as provided by the buyer to the seller's organisation.

5.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

5.4 The Buyer may at any time make changes in Writing relating to this Purchase Order, including changes in the drawings and specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in the cost of, or time required for, the performance of the Contract, an equitable adjustment shall be made to the price, delivery date or both. Any claim or adjustment by the Seller must be approved by the Buyer in Writing before the Seller proceeds with such change.

6. Patents, Designs & IPR

- 6.1 The Seller warrants that the sale or use of Goods supplied pursuant to this Contract will not infringe any Patent, Registered Design, Industrial Design, Design Right, Trade Mark or Trade Name or other protected right in any country and undertakes to indemnify the Buyer against all judgements, decrees, orders, damages, costs and expenses arising from actual or alleged infringements of the same.
- 6.2 All proprietary rights (including present and future intellectual property rights) in any Materials or inventions prepared or created by the Seller for use, or intended use, in relation to the performance of a Contract are hereby assigned to and shall vest in the Buyer absolutely. To this intent the Seller undertakes to do all such things and execute all such documents as are reasonably necessary to secure the vesting in the Buyer of such proprietary rights.

7. General Quality Requirements and Acceptance of Goods

- 7.1 The Buyer may by notice in Writing to the Seller reject any Goods or Services that are not in accordance with the Contract and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable opportunity to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent. The Buyer may set off against any payment due to the Seller (whether under this Contract or otherwise) the Price of such Goods. Unless within a reasonable time of receipt of notice in Writing of rejection the Seller collects such Goods the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for the net proceeds of such sale after deduction of all costs and expenses reasonably incurred in relation thereto).
- 7.2 All Goods and Services will be verified by the Seller's quality management systems to ensure they comply fully with the specification and requirements of the Purchase Order and any amendments thereto.
- 7.3 All Goods shall be of satisfactory quality and/or in any applicable specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 7.4 All Services will be carried out with reasonable care and skill and the Seller is deemed to have inspected the relevant premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and premises.

8. Inspection and Right of Access

- 8.1 Prior to delivery to the Buyer the Seller shall adequately inspect and test the Goods and if the Buyer so requires the Seller shall furnish the Buyer with test certificates and certificates of conformity. The Seller shall allow the Buyer or its authorised representative unrestricted access to any area of any premises where the Goods or any part are being manufactured or stored or where any of the Seller's Goods are being kept in order that the Buyer or its authorised representative may inspect test or inspect tests of the same or verify conformance of Goods with the specification requirements of the Buyer. The Buyer shall give not less than 48 hours notice in writing of the visit. The Seller shall afford the Buyer or its authorised representative such use of the Seller's equipment and employees as is reasonable in the circumstances in order to facilitate such inspection testing or verification. The Seller shall ensure that the terms of his subcontracts provide for the rights of the Buyer as stated in this clause.
- 8.2 No inspection or testing by the Buyer pursuant to this Clause shall imply any acceptance of the Goods by the Buyer or in any way relieve the Seller of its obligations and duties under this Contract or otherwise.

9. Delivery & Rejection

- 9.1 Unless otherwise notified by the Buyer, delivery of the Goods and performance of the Services shall be affected at the time or times specified by the Buyer in the Purchase Order and at the

address of the Buyer specified in the Purchase Order. Time of delivery of the Goods or performance of the Services shall be of the essence of the Contract. If delivery or performance is not made when requested the Buyer shall have the right to cancel the Purchase Order without prejudice to its rights of action for breach of Contract or otherwise.

- 9.2 The Seller shall not deliver the Goods and/or perform the Services by instalments without the prior written consent of the Buyer. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 9.3 If the Goods are to be delivered, or the Services performed, by instalments, the Contract will be treated as a single contract and not severable.
- 9.4 When delivering the Goods or performing the Services at the Buyer's premises, and at any other time when the Seller is at the Buyer's premises, the Seller, its employees, agents and subcontractors shall comply with all safety and other regulations relating to such premises displayed at the premises or notified to the Seller from time to time.
- 9.5 All Goods must be accompanied by a delivery note stating the order number, full details of the consignment, date of despatch and the originator. In addition, each separate item is to be supplied with an individual copy of the mills certificate of conformity giving chemical & physical tests directly relating to it and where appropriate full test certificates conforming to the relevant British, European and International Standards. The Seller shall comply with any packing and marking instructions issued by the Buyer. On delivery, the delivery note together with the certificate of conformity and test certificates must be presented to and signed by the Buyer's representative or the Buyer's nominated carrier.
- 9.6 All Goods must be properly and securely packed. All packing materials shall be supplied at the Seller's expense unless it is otherwise agreed in writing. All packaging materials are included in the Contract price and shall become the property of the Buyer. If the Buyer does not issue any specific packing instructions, the Seller must ensure that the Goods be properly packed to survive transit to destination and to resist pilferage, distortion, corrosion or contamination.
- 9.7 The Seller shall supply the Buyer with such programme of manufacture and delivery as the Buyer may reasonably require. The Seller shall give the Buyer notice if such programme is or is likely to be delayed and the Buyer shall have the right to require the Seller to take steps at the Seller's expense as may be required in order to deliver the Goods by the date for delivery.
- 9.8 If any of the Goods do not comply strictly with any terms of the Contract, the Buyer may reject them within a reasonable time after delivery and irrespective of whether such Goods have been accepted or paid for.
- 9.9 The Seller shall forthwith replace any such rejected Goods with Goods which conform to the Contract.
- 9.10 If the Seller does not replace the rejected Goods forthwith the Buyer shall have the right to purchase elsewhere replacement Goods of the same or similar description and without prejudice to any other rights which the Buyer may have against the Seller to recover from the Seller:
 - 9.10.1 Any payments made in respect of the rejected Goods ; and
 - 9.10.2 The difference between the price of the rejected Goods and the price of the replacement Goods and any costs incurred in obtaining substitute goods from a third party;
 - 9.10.3 Damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out any of its obligations, including a failure to meet any agreed dates, under the Contract.
- 9.11 Seller's documentation relating to the order must be made in the terminology used by the Buyer. All separate cast numbers to be segregated and marked accordingly both in packing and identified on advice notes. Terminology conditions also apply to sellers test certificates provided to the buyer.
- 9.12 The Seller shall maintain in force, with reputable insurance company insurances sufficient to cover the Seller's potential liability under the Contract and for a period of not less than six years

thereafter, and shall, on the Buyer's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium.

- 9.13 Unless agreed in writing by the Buyer and the Seller, if the Goods and/or Services are not delivered on the due date the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damages for delay one percent of the Price for every week's delay, up to a maximum of ten per cent of the Price.

10. Title and Risk

- 10.1 In the event that the Buyer shall make payment for any Goods before they are delivered, the Seller shall keep such Goods separate and apart from all property of other persons and shall clearly mark the Goods being the property of the Buyer as named on the front of the associated Purchase Order. In such circumstances the Buyer is granted irrevocable authority to enter the Seller's premises to take the Goods at any time.

- 10.2 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

- 10.3 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

11. Free Issue Materials

- 11.1 The Seller shall be responsible for and account for the risk, safety, proper use and, if appropriate, maintenance of free issue materials entrusted to it in connection with the Contract. Such materials shall be and remain the property of the Buyer, its customers and / or subcontractors.

12 Payment

- 12.1 The Buyer shall be entitled to set off against sums due to the Seller all and any sums due from the Seller to the Buyer.

- 12.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

- 12.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

- 12.4 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

- 12.5 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services [91 days from the end of the month of receipt of invoice with payment on the first working day of the month.]

13 Defects

- 13.1 The Buyer shall, notwithstanding that the Buyer may have accepted the Goods or Services, be entitled to require the Seller forthwith to replace the Goods or re-perform the Services which are defective, or at the Buyer's sole option, to carry out repairs and / or modifications to the defective Goods or Services so that they cease to be defective.

- 13.2 In all of the above cases, the Seller shall bear the full expense of return, redelivery and installation of the replacement Goods or re-performance of the Services and shall fully indemnify the Buyer in the terms of clause 14 hereof. Any replacement goods or re-performed services shall become the Goods or Services for the purposes of the Contract.

- 13.3 Should the Seller fail to replace, repair or modify the Goods or install Goods or re-perform the Services as aforesaid the Buyer shall have the right without prejudice to any other rights of the Buyer, at the Seller's expense, to purchase such replacement Goods and Services elsewhere.
- 13.4 The Seller shall further be liable to the Buyer for all damages sustained by the Buyer arising out of said defects in the Goods.
- 13.5 The Buyer has the right to refuse to accept any subsequent delivery of the Goods (in full or by way of instalment) which the Seller attempts to make.
- 13.6 The Seller shall be liable to the Buyer for any costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out any of its obligations, including a failure to meet any agreed dates, under the Contract;

14 Guarantee and Indemnity

- 14.1 Without prejudice to the Buyer's rights under any condition warranty or other term implied by statute or by Common Law or under any term of the Contract, the Seller will be liable to the Buyer for and indemnify and keep the Buyer indemnified against all claims, liabilities, loss or damage and expenses, including legal expenses
 - 14.1.1 caused by any defect in any Goods supplied by the Seller or by their not complying with the appropriate specification pursuant to the Purchase Order.
 - 14.1.2 in the event of delays, defaults or non-deliveries arising other than as a result of negligence on the part of the Buyer, against any increase in:-
 - 14.1.2.1 the cost of labour or material required to produce the Goods.
 - 14.1.2.2 the cost of transportation.
 - 14.1.2.3 the cost of any other item in connection with the Goods which would not have been incurred but for such delay, default or non-delivery.
 - 14.1.2.4 the costs and losses of profit incurred by the Buyer under contracts entered into by the Buyer the performance of which has been delayed or resulted in a claim or claims made on the Buyer by a customer of the Buyer or rendered impossible by the Seller's breach of its obligations hereunder.
 - 14.1.3 and including costs arising directly or indirectly out of any breach by the Seller of this Contract.
Any sums expended by the Buyer so caused or arising shall be reimbursed to the Buyer by The Seller on demand.
- 14.2 In connection with any liability claim proceeding loss or damage under this Clause the Seller must provide all such facilities assistance or advice as requested by the Buyer for the purpose of contesting the same and further must, if so requested by the Buyer, accept as final and binding the decision of any Court (whether in the United Kingdom or anywhere else in the world) in relation to the same.
- 14.3 The Seller consents to the Buyer transferring any guarantee or similar rights given by the Seller to the Buyer in relation to the Goods supplied to any other person or company to whom the Buyer sells hires or disposes of such Goods to the intent that such guarantee or similar right may be enforced against the Seller not only by the Buyer but also by any person or company claiming through the Buyer.
- 14.4 The Seller shall maintain adequate insurance in relation to any possible claim for public / product liability damages in relation to the Goods supplied.
- 14.5 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 14.5.1 breach of any warranty given by the Seller in relation to the Goods and/ or Services;
 - 14.5.2 any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 14.5.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

- 14.5.4 any act of omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
- 14.5.5 any act or omission of any of the Seller's employees, agents or sub-contractors in connection with the performance of the Services; and
- 14.5.6 any breach.

15 Warranties and Liabilities

- 15.1 All representations, statements or warranties made or given by the Seller, its servants and agents whether orally in writing or in any of the Seller's brochures, catalogues and advertisements regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the contract of sale.
- 15.2 The Seller shall ensure that all the Goods shall be manufactured, stored, tested and packed in accordance with the relevant British, European and International Standards and that all the Goods are of satisfactory quality and comply with specification.
- 15.3 The Seller shall permit the Buyer to inspect and test the Goods during their manufacture and processing.
- 15.4 If the Buyer is not reasonably satisfied that the Goods or their manufacture or processing comply in all material respects with the contract, the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance.
- 15.5 Where any specifications or designs of the Goods or any of the Goods have been provided by the Buyer the copyright, design right or other intellectual property in them shall remain the property of the Buyer.

16 Care and Return of Buyer's Property

- 16.1 All patterns, dyes, moulds and other tooling supplied by the Buyer to the Seller or prepared or obtained by the Seller for and at the cost of the Buyer shall be the property of the Buyer and shall be labelled / identified accordingly.
- 16.2 The Seller shall maintain all such items in good order and condition (fair wear and tear expected).
- 16.3 The Seller shall at its own cost return all such items to the Buyer upon demand in good order and condition.
- 16.4 Should the Seller fail to return the items, the Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller to the value of the items until return of the items.
- 16.5 The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Contract unless authorised in Writing by the Buyer.

17 Cancellation and Right to Terminate

- 17.1 If the Seller becomes insolvent or (if an individual) becomes the subject of bankruptcy proceedings or makes any arrangement with its creditors or becomes subject to an administration order or has a receiver appointed over any of its assets or property or winding up proceedings are issued against it (other than voluntarily for amalgamation or reconstruction) or an encumbrance takes possession of any of its assets or property of the Seller ceases or threatens to cease to carry on business or if the Buyer reasonably believes any of the above is about to happen then the Buyer may, without prejudice to any other rights it may have thereunder, terminate the Contract forthwith by written notice to the Seller or any other person in whom the Seller's affairs have become vested.
- 17.2 In addition to other rights within these Conditions, the Buyer may cancel the Purchase Order whether in whole or in part by written notice to the Seller.
- 17.3 No payments will be due or made hereunder by the Buyer unless and until a properly documented and complete claim is submitted by the Seller and agreed by the Buyer. The Buyer shall pay to the

Seller fair and reasonable compensation for work-in-progress at the time of the termination but such compensation shall not include loss of anticipated profits or any consequential loss.

17.4 The Buyer shall be entitled to terminate this Contract at any time without liability and without prejudice to the Buyer's other rights in any of the following circumstances: -

17.4.1 the Seller fails to deliver the Goods on the Delivery Date time being of the essence;

17.4.2 the Seller in the sole opinion of the Buyer comes under the ownership or control of a competitor of the Buyer;

17.4.3 any breach of the Seller of a term of the Conditions of the Purchase Order or these Terms and Conditions.

18 Force Majeure

18.1 The Seller must use its best endeavours to carry out and complete the Contract in line with the Purchase Order requirements but the Seller shall be relieved of its obligations while it is unable to carry out or complete the Contract because of any act of God, war, riot, fire or flood. At the cessation of these events, the Seller will resume its obligations unless the Buyer has elected to treat the Contract as terminated.

18.2 If the Seller is to invoke this clause it must advise the Buyer by notice in writing within 14 days of the start of any of the above events. On receiving such notice the Buyer shall have the right to cancel the Contract without liability to the Seller.

19 Sub-Contracting and Assignments

19.1 A Purchase Order or any part thereof shall not be subcontracted or assigned without the prior written consent of the Buyer. The Seller is responsible for its subcontractors in all respects. The consent of the Buyer shall not however, be required for the subcontracting of materials or minor items or for any item for which the subcontractor is named in the Contract.

19.2 The Seller shall be responsible for all work done and Goods supplied by subcontractors as if the work had been done or the Goods supplied by itself.

19.3 Without prejudice to the generality of the foregoing the Seller is hereby notified that the Goods supplied will be supplied by the Buyer for the manufacture of Goods by third parties. The terms of the contract between the Buyer and a third party often provide for the payment of liquidated sums in respect of warranty claims. The Seller shall indemnify the Buyer in respect of all such claims where the Buyer in its absolute discretion rules that the claim arises wholly or partly from the supply or failure to supply or late delivery of Goods by the Seller or the supply of defective Goods by the Seller.

20 Confidentiality

20.1 The Seller shall hold confidential all information, details, specifications, drawings and any other matter relating to the Goods to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person except such of his employees and permitting subcontractors and suppliers as may be necessary for the performance of his obligations under his contract. All documents and drawings containing such information and any copies thereof shall upon completion of the Contract or its termination for any reason, be returned to the Buyer.

21 Anti Bribery

21.1 The Seller, (which for the purposes of this clause 21 shall include all of the Seller's employees, agents, representatives, affiliates and any person employed by or acting on behalf of the Seller) agrees with the Buyer that it will not, in connection with the Goods and Services to be supplied under this Contract or in respect of any other agreement or understanding between the Buyer and the Seller, bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage charitable donations, facilitation payments, and/or political contributions (whether of money or anything of value)) the Buyer or any of the Buyer's employees, agents, representatives, affiliates or persons employed by or acting on behalf of the Buyer, any customers, potential customers, public or government

officials or employees, public international organisations, political parties, or private individuals or other entities ("**Relevant Party**").

- 21.2 The Seller represents and warrants to the Buyer that it has not, prior to the date of this Contract, bribed or attempted to bribe any Relevant Party in order to secure and/or retain any business with the Buyer whether in connection with this Contract or otherwise.
- 21.3 The Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.
- 21.4 The Seller agrees that it will not take or knowingly permit any action to be taken that would cause the Buyer to be in violation of any applicable anti-bribery or anti-money laundering laws.
- 21.5 The Seller agrees that its books, records and all accounts shall accurately reflect any and all transactions with the Buyer whether under this Contract or otherwise, and the Buyer (and the Buyer's authorised representatives) shall have the right to inspect, audit and to take copies of the Seller's books, records and accounts at any time on prior written notice. Records shall be retained indefinitely. Records shall be stored and maintained in such a way that they are readily retrievable, in an environment that prevents deterioration, damage and loss. They shall be stored in a manner to mitigate against loss in case of fire, theft, flood, electronic data loss and any other perceived threat / risk. Records relating to product realisation shall not be disposed of without written permission from the Buyer, and should be made available to the Buyer in the event of cessation of trading.
- 21.6 If the Seller discovers that it has or may have violated any of the provisions in this clause 21, the Seller shall immediately notify the Buyer and cooperate with any investigations by the Buyer into such matters.
- 21.7 Without prejudice to the generality of clauses 21.1 to 21.6 inclusive, the Seller covenants with the Buyer to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Seller's behalf.

22 General

- 22.1 Failure or waiver to enforce any of these Conditions will not be construed as a waiver of the Buyer's rights.
- 22.2 Where the Seller is aware expressly or by implication that the Goods are required to enable the Buyer to fulfil a contract with a specific customer this Contract will be deemed to be made subject to the contract conditions between the Buyer and his customer, relevant sections of which are available on request.
- 22.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 22.4 All notices required under a Contract shall be in Writing and delivered either in person or by a means evidenced by delivery receipt to the address specified on the Purchase Order. Such notices will be effective upon receipt.
- 22.5 Any waiver of the provisions of a Contract, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.
- 22.6 The Headings to conditions shall not effect their interpretation.

23 Proper Law

- 23.1 All Contracts shall be construed and take effect in accordance with the laws of England and all correspondence and communication concerning this Contract shall be in English, the parties

hereby submit to the exclusive jurisdiction of the English Courts for the determination of any disputes arising under a Contract or these Conditions.

24 Import Terms

Where the Goods are supplied for import into the United Kingdom, the following provisions shall (subject to any special terms and conditions agreed in Writing between the Buyer and the Seller) apply:

- 24.1 The goods shall be delivered (FOB) the air or sea port of shipment.
- 24.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the United Kingdom and for the payment of any duties on them.

25 Arbitration

- 25.1 If any dispute or difference shall arise between the parties in connection with or arising out of the Contract which cannot be settled amicably, then either party shall give to the other 30 days' written notice to such effect and such dispute or difference shall be referred to a single arbitrator agreed between the parties within 30 days after the date of the said written notice, or in default of agreement, as may be nominated by the president for the time being of the Chartered Institute of Arbitrators.

PLEASE SIGN AND RETURN WITHIN 10 BUSINESS DAYS TO:]

[NAME, ADDRESS]

SIGNED:

For and on behalf of the Seller

[NAME OF COMPANY]

SIGNED:

For and on behalf of the Buyer

[NAME OF COMPANY/ENTITY]

Issue 1. Feb 2017.