

1, Legal Construction Arbitration

The construction, validity and performance of the contract shall be governed by English Law. Unless otherwise agreed, any dispute arising out of or in connection with the contract shall be submitted to arbitration under the Rules of the London Court of Arbitration in force at the time.

2, Delivery Time

Any time stated for delivery shall be of the essence of any Contract arising from this Purchase order.

3, Assignment

The supplier shall not assign the contract or any rights or obligations thereunder without the previous consent in writing of the purchaser.

4, Sub-Contracting

No part of the contract is to be sub-contracted without prior written notification to the purchaser, with full particulars of each item and the proposed sub-contractor. The purchaser reserves the right, to be exercised within a reasonable period of receipt of such notification, to disallow any sub-contracts to which it objects. The Supplier's right to sub-contract shall not in any way relieve it from any obligations under the contract.

5, Inspection and Testing

The Purchaser shall be entitled at its discretion and on giving reasonable notice to check progress on the purchase order, to inspect the goods and any work thereon, and to make such tests as are prescribed in the purchase order, during manufacture and before delivery. The supplier shall afford the purchaser's representative every facility for such purposes, including access to the supplier's (or sub-contractors) work at all reasonable times. Any such inspection or tests shall not in any way relieve from any of its obligations under the contract, or from those existing either as common law or by statute.

6, Patent Rights

The supplier shall fully indemnify the purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement of any patent, registered design, trade mark, copyright or similar protection which arise from anything done by or for the supplier in relation to the goods supplied under the contract or any use or resale by the purchase of such goods.

7, Safety of Materials

To enable us to comply with our obligations under the Health & Safety at Work Act 1974, you shall provide us with adequate information about the use for which any material supplied by you is designed and tested and about any conditions necessary to ensure such material will be safe for use.

8, Ownership

The property in the materials used in the manufacture of the goods and/or finished goods shall pass on delivery or on payment of the invoice, price whichever is earlier.

9, Risk

The goods shall remain at the sellers risk until delivery is effected as provided in the purchase order.

10, Drawings and Technical Data

Any deviation from or modification to specifications or drawings is subjects to the purchaser's written approval. Drawings supplied by the purchaser in connection with the contract shall be maintained in confidence by the supplier and shall not, without the purchaser's prior written consent, be either disclosed to any third party or used by the supplier except in implementing the contract.

11, Guarantee

During a period of 21 days after the date of delivery or, in the case of plant, after the date of commissioning, the supplier shall with all possible speed and without cost to the purchaser, replace or repair the goods or any part thereof found to be defective due to faulty material, workmanship or design or to any act or omission of the supplier.

12, Price

Unless otherwise stated on the purchase order, price includes packing and delivery to the stated address.

13, Payment

Invoices must quote our order number and itemised prices.

Unless otherwise agreed, payment will be 30 days end of month from receipt of goods.

We reserve the right to withhold payment of any materials supplied or work carried out which is not in accordance with the specification.

14. Anti-Bribery

The Supplier shall: -

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010

(b) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010

(c) promptly report to the client any request or demand for any undue financial or other advantage of any kind

The Supplier shall ensure that any person associated with the Supplier who is performing Services or providing Products in connection with these Conditions does so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Supplier.

15, Compliance with Anti-Slavery and Human Trafficking Laws and Policies

In performing its obligations under the agreement, the Supplier shall :

(a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and

(b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and

(c) 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; and

(d) ensure that each of its subcontractors and suppliers shall comply with the Anti- slavery policy and 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 .

16, General

The provisions of the general conditions shall apply to exclusion of all other written terms and conditions of the seller or the purchaser, save for those set out in the purchase order and nothing said or written in the course of negotiations or otherwise shall have contractual or other legal effect unless it is annexed or referred to within the purchase order.

All the above terms are without prejudice to the purchaser's rights and remedies at law or otherwise.

Date

12/02/2021