

In these Conditions

- "Buyer" means the person, firm or company placing a Purchase Order;  
 "Conditions" means the standard terms and conditions set out in this document and any special conditions agreed in writing between the Buyer and the Seller;  
 "Contract" means a Purchase Order for Goods and/or Services which, together with these conditions, form the contract;  
 "Goods" means the goods which are the subject of the Purchase Order;  
 "Group of Companies" means the group of companies comprising the Buyer or the Seller (as the case may be) and all companies which are from time to time its subsidiaries, holding companies or any subsidiaries of such holding companies "subsidiary" and "holding company" to have the meaning ascribed thereto in Section 766 of the United Kingdom Companies Act 1985;  
 "Price" means the price for the Goods and/or Services stipulated in the Purchase Order;  
 "Purchase Order" means purchase order(s) placed by the Buyer on the Seller for the supply of goods and/or the provision of Services;  
 "Services" means any services to be provided by the Seller to the Buyer as described in any Purchase Order;  
 "Seller" means the person, firm or company upon which a Purchase Order is placed;  
 "Warranty Period" means the period of 18 months (or such other period as the Buyer notifies to the Seller in writing from time to time) commencing on the date of delivery of the Goods or, in the case of the provision of Services, the date of completion of the Services.

#### 1. FORMATION OF CONTRACTS

- 1.1 Subject to Condition 1.2, the Buyer only enters into contracts on the basis of these Conditions which the Buyer may amend in writing (whether by a specific term stated on a Purchase Order or otherwise). For the avoidance of doubt, any conditions of sale submitted at any time by the Seller shall not apply to the Contract and any failure by the Buyer to challenge any such conditions of sale shall not imply acceptance by the Buyer.
- 1.2 In the event of a conflict between any of these Conditions and any specific term or condition preferred to on the face of the Purchase Order or any terms and conditions specified in writing by the Buyer, the order of preference shall be as follows:
  - 1.2.1 Any specific written terms shall prevail over the Purchase Order and shall prevail over these conditions (to the extent inconsistent with the Conditions only);
  - 1.2.2 Any specific terms in the Purchase Order shall prevail over these Conditions (to the extent inconsistent with the Conditions only);
- 1.3 Purchase Order(s) shall be deemed to be accepted by the Seller (subject to these Conditions and any specific conditions additionally stipulated by the Buyer) unless the Seller notifies the Buyer in writing as soon as practicable and in any event within 5 days of the date of the Purchase Order that it does not accept the Purchase Order.

#### 2. DELIVERY

- 2.1 The Seller shall comply in all respects with the Buyer's programme for delivery of Goods and performance of Services and any reasonable requests for information about progress against programme shall be provided by the Seller without delay. Without prejudice to the foregoing nothing shall prevent the Seller from providing the Buyer with information about progress against any difficulties in achieving the delivery dates and times required by the Buyer. The Seller shall notify the Buyer in writing without delay.
- 2.2 All Goods supplied shall be properly packed and secured in such a manner as to reach their destination in good condition and free from damage and loss. The Seller shall deliver to the Seller to the Buyer's premises (as stipulated in the Purchase Order) carriage paid, in accordance with the Buyer's instructions and bearing the Buyer's Purchase Order number on each package.
- 2.3 Delivery shall be completed when the Goods have been unloaded by the Buyer at the point of delivery specified in the Purchase Order and the delivery has been accepted by the Buyer by a duly authorised agent, employee or site representative of the Buyer. For the avoidance of doubt, acceptance of deliveries and any signatures on delivery notes otherwise shall not be construed as acceptance of the Goods by the Buyer.
- 2.4 If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises (or such other premises notified to the Seller as the delivery address) the Seller will be liable for all damage which it or its carrier causes to premises and any other property in the course of delivery.
- 2.5 If Goods are delivered before the date specified in the Purchase Order, the Buyer shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date of delivery.
- 2.6 In the event of any strike, lock-out, fire, explosion or accident or any stoppage of the Buyer's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performance of the Services, delivery of the Goods or performance of the Services (or both) and payment for them may be suspended or postponed at the Buyer's option without any liability until such time as the circumstances preventing or hindering the use of the Goods or performance of the Services have ceased.
- 2.7 If a carrier is specified in connection with the Purchase Order such carrier shall be deemed to be an agent of the Seller and not of the Buyer.
- 2.8 Consignment or part deliveries may be rejected unless the Buyer has agreed in writing to accept such deliveries.
- 2.9 Unless otherwise stated in the Purchase Order the Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.
- 2.10 In the case of Goods supplied from outside the United Kingdom, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties, levies or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller.

#### 3. TIME

- 3.1 Where time is specified such provision shall be of the essence of the contract provided that time for payment shall not be of the essence of the contract.
  - 3.2 Failure by the seller to adhere to any provision as to time contained in the Purchase Order or otherwise notified to the Seller in writing shall entitle the Buyer to its option to treat the Contract as repudiated in whole or in part. The Buyer shall be entitled to exercise its option at any time unless a written extension of time has been given to the Seller by the Buyer and the time of any extension has not elapsed.
  - 3.3 Failure by the Buyer to exercise its option under Condition 3.2 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
  - 3.4 Unless an extension of time has been agreed by the Buyer in accordance with Condition 3.2, the Seller's failure to effect delivery of Goods or to perform the Services on the date or dates specified shall entitle the Buyer to purchase substitute Goods and/or Services and to hold the Seller accountable for all losses, claims, damages and additional costs and expenses incurred by it as a result (including, but not limited to, any liabilities that the Buyer owes to its customer as a result of the Seller's failure).
- #### 4. PRICE AND PAYMENT
- 4.1 Unless otherwise agreed by the Buyer in writing:-
  - 4.1.1 All Prices are for exclusive delivery, VAT (if applicable) and any other applicable duties and taxes and such Prices may not be increased without the prior written consent of the Buyer; Invoices shall not be rendered by the Seller until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Purchase Order. Without prejudice to the foregoing, the Seller shall deliver the Goods or perform the Services early, invoices shall not be rendered until the date the Goods were originally agreed to be delivered or the Services performed; and
  - 4.1.3 Payment shall be due 60 days after the end of the month following the month of receipt of the Services.
  - 4.2 The Buyer specifically reserves the right to deduct from any monies due or to become due to the Seller (whether under this Contract or under any other contract between the Buyer and the Seller) any monies due to the Buyer from Seller (whether under this Contract or any other contract between the Buyer and the Seller).
  - 4.3 The Buyer shall not be liable for any Purchase Orders or amendments to Purchase Orders other than those issued or confirmed on the Buyer's official Purchase Order or amendment forms duly signed on behalf of the Buyer.
  - 4.4 The Buyer shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Purchase Order or any variation of it unless authorised in writing by a further priced Purchase Order.
  - 4.5 No payment of or on account of the Price shall constitute any admission by the Buyer as to proper performance by the Seller of its obligations.
  - 4.6 No payment will be made for containers, crates or packing materials of any description except here agreed by the Buyer in writing.
  - 4.7 Inattention to the following details may result in delay in payment but no prompt payment discount shall be forfeited by the Buyer due to the failure of the Seller:-
    - 4.7.1 To send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Purchase Order, or;
    - 4.7.2 To supply all certificates of conformity or other quality documentation required by the Buyer; or
    - 4.7.3 To send a monthly statement of account quoting the invoice numbers applicable to each item caused by it; or;
    - 4.7.4 To mark clearly the Buyer's Purchase Order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating to them.
  - 4.8 Interest on any amounts properly owing to the Seller after the due date for payment shall accrue at the rate of 2.5% above the Bank of England base rate from time to time. The Seller shall not be entitled to charge interest on any amounts which the Buyer has not paid to the Seller in a dispute whether arising from non-conforming or defective Goods or Services or otherwise).

#### 5. PACKAGING

The Buyer shall only be responsible for returning cases or other durable packaging to the Seller if such responsibility is accepted by the Buyer in the Purchase Order.

#### 6. STORAGE

For any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until the date of actual delivery.

#### 7. RISK AND TITLE

- 7.1 Unless otherwise stated on the Purchase Order, risk in the Goods shall pass to the Buyer upon completion of delivery as specified in Condition 2.3 and title to the Goods or any part of the Goods shall pass upon the earlier of the time of any payment being made for them. The Seller shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery.
- 7.2 Subject to Condition 8.1, all tools, equipment and materials of the Seller required in the Performance of the Seller's obligations under the Contract shall remain at the sole risk of the Seller whether or not they are upon premises of the Buyer or any other premises specified in the Purchase Order.
- 7.3 Where the Seller has contracted to perform Services or work upon goods or materials Without title here to pass to the Buyer, the Seller shall pass to the Buyer in respect of such goods or materials when it takes delivery thereof and shall remain with the Seller until the goods or materials processed or worked upon (as the case may be) are redelivered to the Buyer. Delivery for the purposes of this Condition shall mean the time of parting with physical possession by the Buyer and delivery shall mean upon acceptance of delivery by a duly authorised agent, employee or representative of the Buyer.

#### 8. TOOLING

- 8.1 All tools, patterns, materials, drawings, specifications, programmes and other data (including all programmes and data in machine readable form) provided by the Buyer or the Buyer's customer (as the case may be) in connection with the Purchase Order will at all times remain the property of the Buyer or the Buyer's customer (as the case may be). All such tooling and materials shall be kept in safe custody by the Seller and shall remain the property of the Buyer or the Buyer's customer (as the case may be) in the Seller's possession. Such items shall be marked by the Seller as the property of the Buyer or the Buyer's customer (as the case may be) and shall be delivered up to the Buyer forthwith on request. All such items shall only be used by the Seller for the purpose of completing the Purchase Order and the Seller gives its written consent to any other use.
- 8.2 Any tools (such as jigs, dies etc) which the Seller may construct or acquire specifically in connection with the Goods and for which the Seller makes any charges shall be and remain the Buyer's sole and unencumbered property and the Seller shall deliver up all such tools to the Buyer upon receipt of a request from the Buyer.

#### 9. FREE ISSUE MATERIALS

- 9.1 Where the Buyer or the Buyer's customer issues materials to the Seller for use in connection with the Purchase Order such materials shall be and remain the property of the Buyer or the Buyer's customer (as the case may be).
- 9.2 The Seller shall maintain such materials in good order and condition and at its risk and shall use them only in connection with the Purchase Order.
- 9.3 The Seller acknowledges that there may be scrap materials or surplus materials arising in the ordinary course of supplying the Goods and/or providing the Services. In cases where the materials have been provided to the Seller by the Buyer or the Buyer's customer (as the case may be), the Seller acknowledges that it shall account to the Buyer for all such scrap and surplus materials and shall carry out a reconciliation exercise of materials provided and used and provide evidence to the Buyer in respect of all such scrap and surplus materials. The Seller shall, in addition, account to the Buyer for any such scrap and surplus material.
- 9.4 Any materials wasted as a result of the Seller's bad workmanship or negligence shall be replaced at the Seller's expense.
- 9.5 The Seller shall at any time forthwith upon the Buyer's request deliver up to the Buyer all materials issued by the Buyer or the Buyer's customer (as the case may be).

#### 10. INSPECTION AND STANDARDS

- 10.1 Any inspector or representative of the Buyer and/or the Buyer's customer and/or Any regulatory authority shall be entitled to inspect the Seller's facilities (and the facilities of any permitted sub-contractor or any facility involved) at any time and to inspect the Goods and applicable documents and records in order to complete or in the process of manufacture or completion or, as the case may be, any Services being performed. The Buyer and the Buyer's customer shall be entitled to require all defects or deficiencies to be made good and alterations made in the event of any failure in the opinion of the Buyer to comply with the terms of the Purchase Order, provided nevertheless that the Buyer does not have the right to inspect shall not of itself constitute acceptance or approval of all or any part of the Goods or Services.
- 10.2 The Seller shall maintain in force all quality standards and approvals and all such other standards and approvals (including, but not limited to environmental standards, applicable requirements in original purchasing documents, key characteristics) which the Buyer requires the Seller to hold or which the Seller has represented to the Buyer that it holds. The Seller shall immediately notify the Buyer if it ceases to hold any such standards and approvals.

#### 11. QUALITY AND LIABILITY

- 11.1 All Goods supplied by the Seller shall for the Warranty Period be fit for purpose, of good quality and shall be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the Purchase Order and, unless otherwise agreed in writing, shall conform to all applicable standards, specifications and conditions. All work and Services performed by the Seller shall be performed with all due care and diligence and shall conform with all specifications and standards stipulated by the Buyer and shall be in accordance with best practice and pass such inspections as may be required by the Buyer, its customers or their agents or any government department concerned. Any and all changes in production, staff, process, tooling, subcontract, or any other applicable changes must be notified to the Buyer in writing before any such changes take effect. Any changes not notified by the seller and not approved by the buyer shall render the product as defective/non conforming and will become subject to Condition 11.6, 11.7 and 11.8.
- 11.2 The Seller warrants that it is able to supply the Goods and Services to the standards set out in Condition 11.1 and all other standards stipulated by the Buyer in writing and warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and Services prior to the Purchase Order.
- 11.3 Nothing contained in these Conditions shall in any way detract from the Seller's obligations under common law of statute or any express warranty or condition in the Purchase Order.
- 11.4 Notwithstanding anything to the contrary in any other contract between the Seller and the Buyer:
- 11.4.1 The Buyer has accepted all or part of the Goods; or
- 11.4.2 Where the Contract is for the sale of specific goods, the title in the Goods has passed to the Buyer; the breach by the Seller of any express or implied condition to be fulfilled by it may (subject to Condition 11.6) be treated as a ground for rejecting the Goods and treating the Contract as repudiated.
- 11.5 The Buyer shall be entitled to require the Seller to perform the obligations contained in the Condition

- 11.6 or, at the Buyer's option, and without prejudice to any other rights or remedies of the Buyer, reject the Goods and treat the Contract as repudiated at any time prior to expiry of the Warranty Period. Alternatively, the Buyer may, at its discretion, choose to accept the defective/non-conforming Goods in which case the Buyer shall be entitled to adjust the Price to reflect its acceptance of defective/non-conforming Goods.
- 11.7 Without prejudice to any of the Buyer's other rights or remedies, where the Buyer notifies the Seller of any defective or damaged Goods (whether due to defective design, materials or workmanship or otherwise) or defects or failures in the provision of the Services, the Seller shall be responsible for making good with all possible speed the defective or damaged Goods (fair wear and tear excepted) or, including full replacement where necessary together with all costs of delivery to site and installation and all other liabilities, damages, claims, costs and expenses incurred by the Buyer including but not limited to claims made against the Buyer by the Buyer's customer and all costs in relation to the premises at which the Goods are situated or the plant and machinery in or on or near to the premises.
- 11.8 Without prejudice to any other rights or remedies available to the Buyer, the Seller agrees to assign to the Buyer upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or Services or any part thereof.

#### 12. HEALTH AND SAFETY

- 12.1 The Seller warrants that:-
- 12.1.1 in the design, manufacture, supply and installation of the Goods (including all work on site) and the provision of information relating to them it will comply with the duties imposed on it by the Health and Safety Act etc. Act 1974 (UK) or any amendment thereto or re-enactment thereof and any other applicable laws, rules, regulations and orders which apply to them; and
- 12.1.2 the Seller's sites (including any sub-contractors' sites) and the Goods and 12.1.2 that all the Goods supplied will be supplied with all necessary safety guards and devices sufficient to comply with current statutory requirements. Where Goods are to be supplied without guards or safety devices then the Seller must:-
  - (a) ensure such to be the case in writing in its quotation or acknowledgement of order; and
  - (b) specify clearly in writing such guards and devices as will be required to be purchased by the Buyer.

#### 13. INDEMNITY

- 13.1 The Seller agrees to indemnify the Buyer and keep the Buyer fully and effectively indemnified from and against the loss or costs, damages, expenses and claims, and any other losses, claims, damages, expenses and claims, caused to and made against the Buyer which would not have been caused or made had the Seller fulfilled its express or implied obligations under the Contract;
  - 13.1.2 any claims for infringement of any patents, design right, copyright, registered design, or trade mark; or claims for the use of the Seller's name or likeness or for the use of the Seller's name, logo or trade mark in connection with the Goods or Services supplied by the Seller; and
  - 13.1.3 against all losses, cost, damages, expenses and claims which the Buyer may incur or have to bear or for which the Buyer may become liable as a result of such claims for infringement;
  - 13.1.4 All claims for which the Seller is liable shall be payable by the Seller in respect of the Goods; and
  - 13.1.4 all claims arising out of errors and omissions in drawings, calculations, packing details or other particulars supplied by the Seller; and
  - 13.1.6 All claims made against the Buyer arising out of the acts and omissions of the Seller, its employees, agents or its sub-contractors.
- #### 14. MARKING OF GOODS AND PUBLICITY
- 14.1 Unless otherwise agreed in writing no maker's name or mark shall appear on any Goods supplied pursuant to the Purchase Order.
  - 14.2 Neither the Purchase Order nor the name of the Buyer shall be disclosed to any third party or used by the Seller or any sub-contractor for advertisement or publicity purposes without the Buyer's prior written consent.
  - 14.3 The Seller shall not either during the period of the Purchase Order or at any time thereafter disclose to any person, firm or company any intellectual property, manufacturing process or trade secret of the Buyer.

#### 15. SUB-CONTRACTING

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

#### 16. TERMINATION

- 16.1 Without prejudice to any other rights or remedies to which it may be entitled, the Buyer may terminate a Purchase Order and/or any part of it if the Seller or any member of the Seller's Group of Companies shall become bankrupt or, under Section 123 of the United Kingdom Insolvency Act 1986, be deemed to be unable to pay its debts or makes an arrangement with its creditors or if a resolution shall be passed or proceedings commenced for the liquidation of the Seller or any member of the Seller's Group of Companies (other than for a voluntary solvent winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager shall be appointed of all or any part of the assets or undertaking of the Seller or any member of the Seller's Group of Companies or if any of the foregoing occurs in relation to the Seller or any member of the Seller's Group of Companies under the laws of any jurisdiction, or if the Buyer reasonably anticipates that any of the foregoing are likely to occur in relation to the Seller or any member of the Seller's Group of Companies; or
- 16.1.2 The Seller shall commit any breach of its obligations under the Contract and fail to rectify such breach within 7 days or, in the case of breaches which, in the opinion of the Buyer, require more immediate attention, within the time specified in the Buyer's written notice) of receipt of written notice from the Buyer requiring it to be remedied;

- 16.1.3 if the Buyer has reasonable grounds for believing the Seller will be unable to substantially fulfil its obligations, the Buyer may require the Seller to provide reasonable written evidence that the Seller will fulfil its obligations. If the Seller fails to provide such evidence within 14 days of the Buyer's request, the Buyer may treat the failure as a breach of contract and terminate the Contract and any other Contracts in exercise between the Buyer and the Seller or any member of the Seller's Group of Companies;

- 16.1.4 The Buyer may terminate the Contract in the event that there is a change of control of the Seller. For these purposes a "change of control" shall mean the acquisition of a controlling interest in the Seller by a third party occurring or coming to the attention of the Buyer after the date of the Buyer's Purchase Order. A "controlling interest" shall be any interest sufficient to give the power to secure by law or corporate action the ability to direct and conduct the business of the Seller.
- 16.2 Upon termination of a Contract however arising, the Seller shall, at its cost, immediately return to the Buyer all tooling and materials. In relation to any specifications, drawings, data (including data in machine readable form) and other information provided to the Seller, all such specifications, drawings, data and information and all copies thereof shall be immediately returned to the Buyer (at the Seller's cost) or, on the instructions of the Buyer shall be destroyed.

#### 17. VALUE ADDED TAX

All Sells who are registered for value added tax (or any equivalent tax in any other jurisdiction) are required to issue a proper tax invoice in accordance with the relevant legislation before the Buyer shall be required to make payment for Goods or Services supplied in accordance with the Purchase Order.

#### 18. CANCELLATION

Without prejudice to any other specific provision of these Conditions or any other right available to it, the Buyer shall have the right to cancel the Contract in whole or in part at any time by giving written notice to the Seller whereupon all work under the Purchase Order (or the cancelled part) shall be discontinued and the Buyer shall pay to the Seller the costs incurred by the Seller in relation to the Purchase Order up to the point of cancellation (such costs to be reasonable and the Seller shall provide the Buyer with such information and evidence as is requested by the Buyer in relation to such costs. This does not include re-stocking charges where items are of a standard nature and would be carried in stock by the Seller under normal trading conditions) and on such payment to further sum or sums shall be due by way of damages, loss of profit or otherwise from the Buyer to the Seller by reason of such cancellation.

#### 19. RECORDS

- 19.1 When drawings, circuit diagrams, cable layouts and schedules, parts, lists and operating and maintenance instructions or like documentation are supplied by the Seller, these may be used by the Buyer and the Buyer's customer for the installation, operation and maintenance of plant, such right to include the production or purchase by the Buyer, for its use, of any part or parts of the Goods for the purpose of repairing them or replacing parts. All such documents must be retained in a suitable environment for a minimum of 5 years or other time specified on such documents.
- 19.2 All material, drawings, information, drawings, samples, specifications and other technical data prepared by the Buyer or the Buyer's customer (as the case may be) in connection with the Contract shall be and shall at all times remain the property of the Buyer or the Buyer's customer (as the case may be) and shall be entitled to reproduce and use all such material, drawings and data at any time for any purpose. The Seller shall not be entitled to use any such material, drawings, patterns, specifications and data except in connection with the Contract.
- 19.3 Notwithstanding Conditions 20.1 and 20.2, the Seller shall be responsible for ensuring that any designs, specifications, inventions, patents, know-how, improvements and similar materials and all information provided to the Seller pursuant to Conditions 20.2 is adequate and suitable for the supply of the Goods and the provision of the Services to the standards set out in these Conditions and any other standards specified in writing by the Buyer.
- 19.4 The Seller shall ensure that all illustrations, performance details, examples of installations and methods of assembly and all other data and information provided by the Seller shall be complete and correct.

#### 20. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 20.1 All designs, specifications, inventions, patents, know-how, new technology, improvements and all similar materials, drawings, information, drawings, samples, specifications and other technical data shall be the sole property of the Buyer or the Buyer's customer (as the case may be) and the Seller shall procure an charge to the Buyer the execution of any and all papers necessary to perfect ownership by the Buyer or the Buyer's customer (as the case may be).
- 20.2 All material, drawings, information, drawings, samples, specifications and other technical data prepared by the Buyer or the Buyer's customer (as the case may be) in connection with the Contract shall be and shall at all times remain the property of the Buyer or the Buyer's customer (as the case may be) and shall be entitled to reproduce and use all such material, drawings and data at any time for any purpose. The Seller shall not be entitled to use any such material, drawings, patterns, specifications and data except in connection with the Contract.
- 20.3 Notwithstanding Conditions 20.1 and 20.2, the Seller shall be responsible for ensuring that any designs, specifications, inventions, patents, know-how, improvements and similar materials and all information provided to the Seller pursuant to Conditions 20.2 is adequate and suitable for the supply of the Goods and the provision of the Services to the standards set out in these Conditions and any other standards specified in writing by the Buyer.
- 20.4 The Seller shall ensure that all illustrations, performance details, examples of installations and methods of assembly and all other data and information provided by the Seller shall be complete and correct.

#### 21. FORCE MAJEURE

If the Buyer is delayed or hindered in the performance of its obligations by circumstances beyond its reasonable control (including any form of government intervention or strikes and lock outs not involving the parties) or other force majeure work forces then delivery of the Goods or performance of the Services shall be suspended and if such delivery cannot be effected within a reasonable time after the due date the delivery may be cancelled by either party in writing without liability on either side.

#### 22. GENERAL

- 22.1 If any provision of these Conditions shall be held to be invalid or unenforceable in whole or in part, the unaffected provision shall remain in full force and effect.
- 22.2 No waiver of or failure by the Buyer to exercise any rights or remedies shall prejudice any future or further exercise thereof.
- 22.3 All notices to be given to the Buyer by the Seller shall only be valid if addressed to the Managing Director of the Buyer.
- 22.4 The Seller shall keep as confidential all information disclosed to it by or on behalf of the Buyer or the Buyer's customer which could reasonably be considered as confidential. This shall include, but not be limited to, all information disclosed by the Buyer which comprises intellectual property and know-how belonging to the Buyer or the Buyer's customer and all information relating to the Buyer's business or the business of the Buyer's customer which is not in the public domain. The Seller shall not use any information so provided to it other than to enable it to perform its obligations under the Contract.
- 22.5 The Buyer shall have no liability whatsoever to the Seller under any Contract whether in contract, tort (including negligence) or for breach of any statutory duty and whether for any direct, indirect, special or consequential losses or damages whatsoever. Notwithstanding the foregoing, nothing in these Conditions shall be construed as in any way limiting the Buyer's liability for death or personal injury caused by its negligence or for any fraudulent misrepresentation by the Buyer.
- 22.6 Where Purchase Orders are placed on the Seller and the Buyer is incorporated in the United States of America, the Contract shall be governed by the laws of the State of New York and the courts of New York shall have jurisdiction over the Contract. Where disputes arising between the Buyer and the Seller, Where Purchase Orders are placed on the Seller and the Buyer is incorporated in India, the Contract shall be governed by the laws of the State of Karnataka, India and the courts of the State of Karnataka, India, shall have exclusive jurisdiction to deal with any disputes between the Buyer and the Seller. All other Contracts shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes between the Buyer and the Seller. For the avoidance of doubt, the application of the United Nations Conventions for the International Sale of Goods is hereby expressly excluded.

- 22.7 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contract (Rights of Third Parties) Act 1999 (the "Act") to enforce any terms of the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 22.8 The Seller shall not be entitled to hold itself out as an agent or representative of the Buyer nor shall the Buyer be entitled, in any way, to bind the Buyer without the prior written consent of the Buyer (any such consent to be signed by a director of the Buyer).
- 22.9 For the avoidance of doubt, there shall be no joint and several liabilities between the companies comprising the Buyer's Group of Companies in respect of Purchase Orders placed by each of them.

#### This Assurance Requirements

- A.1 This order is in aid of an MOD contract and maybe subject to quality assurance activity at your works by MOD QAR who will advise you accordingly.
- A.2 Purchases in aid of this order shall be in accordance with the requirements MOD DEFSTAN 05-61 (part 3). A Certificate of Conformity is required.
- B. To be manufactured and certified in the conditions of Air Navigation Regulation and the general requirements of the Civil Aviation Authority.
- C. To be manufactured tested, inspected and certified in accordance with the requirements of the Rolls Royce document RR9000 SABRE.
- D. To be manufactured, tested, inspected and certified by their own approved inspection organisation and certificates detailing chemical composition and mechanical properties to be forwarded to the Buyer and the Seller. All other Contracts shall be governed by English law.
- E. To be manufactured tested, inspected and certified in accordance with the requirements of Garrett Turbine Engine Co. document QPST17.
- F. Parts subject to the requirements of QPST Turbine Engine Co. document QPS165 and MCS014 appear as:-
- G. To be manufactured tested, inspected and certified in accordance with the requirements of the Pratt & Whitney document
- H. To be manufactured tested, inspected and certified in accordance with the requirements of BS 1090 (9001).
- I. To be manufactured tested, inspected and certified in accordance with the requirements of British Aerospace document
- J. Subject to inspections before release at your work by our inspection organisation.
- K. Parts subject to Rolls-Royce JES125 manufacturing change requirements.
- L. First Article Inspection Required by manufacturer or as required by any of company's customers.
- M. To be manufactured tested, inspected and certified in accordance with the requirements British Nuclear Fuels document
- N. To be manufactured tested, inspected and certified in accordance with the requirements of EN AS9100.
- N. To be manufactured tested, inspected and certified in accordance with the requirements of BRIS