

## GENERAL TERMS (SUPPLY OF GOODS & SERVICES)

THESE GENERAL TERMS APPLY TO THE CONTRACT (AS DEFINED BELOW) BETWEEN THE PURCHASER AND SUPPLIER 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.

### 1. INTERPRETATION

**1.1** In these General Terms, the following definitions apply:

**Commencement Date** has the meaning set out in clause 2.2;

**Contract** means the contract between the Purchaser and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

**Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a Company;

**Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media;

**Force Majeure Event** means act of God, war, riot, civil commotion, compliance with any law or governmental order, fire, flood or storm;

**General Terms** means these terms and conditions as amended from time to time in accordance with clause 12.7;

**Goods** means the goods (or any part of them) set out in the Purchase Order;

**Goods Specification** means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Purchaser and the Supplier;

**Purchase Order** means the Purchaser's purchase order for the supply of Goods and/or Services as set in the Purchaser's purchase order or in the Purchaser's written acceptance of the Supplier's quotation, as the case may be;

**Purchaser** means the person or firm identified in the Purchase Order who purchases the Goods and/or Services from the Supplier;

**Purchaser Materials** has the meaning set out in clause 8.2;

**Services** means the services, including any Deliverables to be provided by the Supplier

### 1.2

under the Contract as set out in the Service Specification;

**Service Specification** means the description or specification for Services agreed in writing by the Purchaser and the Supplier;

**Supplier** means the person or firm from whom the Purchaser purchases the Goods and/or Services.

**1.2** In these General Terms, the following rules apply: (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by 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 those terms; and (e) a reference to **writing** or **written** includes faxes and e-mails.

### 2. BASIS OF CONTRACT

**2.1** The Purchase Order constitutes an offer by the Purchaser to purchase Goods and/or Services from the Supplier in accordance with these General Terms.

**2.2** The Purchase Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).

**2.3** All of these General Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### 3.

#### 3.1

### SUPPLY OF GOODS

The Supplier shall ensure that the Goods shall: (a) correspond with their description and any applicable Goods Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgment; (c) save only where the Purchaser specifies as not applicable, be free from defects in design, materials and workmanship; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

#### 3.2

The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

#### 3.3

The Purchaser shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

### 4.

### DELIVERY OF GOODS

#### 4.1

The Supplier shall ensure that: (a) the Goods are properly packed and secured in accordance with any packaging requirements notified to the Supplier by the Purchaser from time to time or, if none, in such manner as to enable them to reach their destination in good condition; (b)

each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) if the Supplier requires the Purchaser to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

#### 4.2

The Supplier shall deliver the Goods: (a) on the date specified in the Purchase Order or, if no such date is specified, the date specified by the Purchaser; (b) to such location as is set out in the Purchase Order or as instructed by the Purchaser before delivery (**Delivery Location**); and (c) unless otherwise specified by the Purchaser, during the Purchaser's normal hours of business.

#### 4.3

Unless agreed otherwise by the Purchaser: (a) all Goods shall be Delivered Duty Paid (DDP) (Incoterms); and (b) delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

#### 4.4

If the Supplier delivers less than the quantity of Goods ordered, the Purchaser may reject the Goods. If the Supplier delivers more than the quantity of Goods ordered, the Purchaser may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.

#### 4.5

The Supplier shall not deliver the Goods in instalments without the Purchaser's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.

#### 4.6

Title and risk in the Goods shall pass to the Purchaser on completion of delivery.

## **5. SUPPLY OF SERVICES**

**5.1** The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to the Purchaser in accordance with the terms of the Contract.

**5.2** The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Purchaser.

**5.3** In providing the Services, the Supplier shall: (a) co-operate with the Purchaser in all matters relating to the Services, and comply with all instructions of the Purchaser; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Purchaser; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Purchaser, will be free from defects in workmanship, installation and design; (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises; and (i) not do or omit to do anything which may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services.

**5.4** The Purchaser shall: (a) where applicable, provide the Supplier with reasonable access at reasonable times to the Purchaser's premises

for the purpose of providing the Services; and (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Purchaser considers reasonably necessary for the purpose of providing the Services.

## **6. PURCHASER'S REMEDIES**

**6.1** If the Supplier fails to deliver the Goods (or instalment thereof) and/or perform the Services by the applicable date, the Purchaser shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to extend the applicable date; (b) to claim damages for any additional costs, loss or expenses payable by the Purchaser which are in any way attributable to the Supplier's failure to meet any date, including any liquidated or other damages payable by the Purchaser to its customer(s); (c) where the Purchaser has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded in full by the Supplier; (d) to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party; (e) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; and (f) to terminate the Contract with immediate effect by giving written notice to the Supplier.

**6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Purchaser shall have one or more of the following rights, whether or not it has accepted the Goods: (a) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); (b) to claim damages for any additional costs, loss or expenses payable by the Purchaser arising from the Supplier's failure to supply Goods in accordance with clause 3.1, including any quantity of product which the Purchaser disposes of as a result of Supplier's failure to supply Goods in accordance with clause 3.1 and/or liquidated or other damages payable by the Purchaser to its customer(s); (c) to recover

from the Supplier any costs payable by the Purchaser in obtaining substitute goods from a third party; (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; and (f) to terminate the Contract with immediate effect by giving written notice to the Supplier.

**7.5** These General Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**7.6** The Purchaser's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

## **7. CHARGES & PAYMENT**

**7.7** The price for the Goods: (a) shall be the price set out in the Purchase Order or the price otherwise agreed between the parties; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Purchaser. No extra charges shall be effective unless agreed in writing and signed by the Purchaser.

**7.8** The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Purchaser, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

**7.9** Unless specified otherwise in the Purchase Order: (a) in respect of Goods, the Supplier shall invoice the Purchaser on or at any time after completion of delivery; and (b) in respect of Services, the Supplier shall invoice the Purchaser on completion of the Services. Each invoice shall include such supporting information required by the Purchaser to verify the accuracy of the invoice, including the relevant Purchase Order number.

In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise agreed between the parties, the Purchaser shall pay the invoiced amounts within 60 days of the end of the calendar month in which either the correctly rendered invoice is received by the Purchaser or the Goods are received by the Purchaser (whichever occurs later) to a bank account nominated in writing by the Supplier.

All amounts payable by the Purchaser under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time.

The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Purchaser to inspect such records at all reasonable times on request.

The Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

The Supplier shall have no right to suspend subsequent performance of the Services and/or delivery of the Goods in the event of disputed or late payment of any amounts payable by the Purchaser under the Contract.

The Supplier represents and warrants to the Purchaser that the price for the Goods and the charges for the Services offered to the Purchaser under the Contract are no less favourable than the prices and charges offered to any other party purchasing similar quantities. In the event the Supplier offers more favourable prices or charges to any other party, the Supplier will promptly notify the Purchaser of such event and offer such more favourable prices or charges to the Purchaser commencing upon the date such more favourable prices or charges were offered to the other party.

- 8. INTELLECTUAL PROPERTY & CONFIDENTIALITY**
- 8.1** In respect of the Goods and any goods that are transferred to the Purchaser as part of the Services under the Contract, including the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Purchaser, it will have full and unrestricted rights to sell and transfer all such items to the Purchaser.
- 8.2** All materials, equipment, tools, tooling, moulds, drawings, plans, specifications, prototypes, operating instructions, software, inventions, processes, photographs, data and other documents and information which have been either: (a) supplied by the Purchaser to the Supplier; or (b) procured by or on behalf of the Supplier at the Purchaser's cost; or (c) created or developed by or on behalf of the Supplier in contemplation of the supply of the Goods and/or Services (**Purchaser Materials**) shall be and remain the exclusive property of the Purchaser and the Supplier shall hold all Purchaser Materials in safe custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser, and not dispose or use the Purchaser Materials other than in accordance with the Purchaser's written instructions or authorisation.
- 8.3** The Supplier hereby assigns to the Purchaser, with full title guarantee and free from all third party rights, all intellectual property rights in and to: (a) the products of the Services, including the Deliverables; and (b) the Purchaser Materials procured or created by or on behalf of the Supplier in accordance with clause 8.2.
- 8.4** The Supplier shall obtain waivers of all moral rights in: (a) the products of the Services, including the Deliverables; and (b) the Purchaser Materials procured or created by or on behalf of the Supplier in accordance with clause 8.2, to which any individual is now or may be at any future time entitled.
- 8.5** The Supplier shall, promptly at the Purchaser's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Purchaser may from time to time require for the purpose of securing for the Purchaser the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to the Purchaser in accordance with clause 8.3.
- 8.6** To the extent that the Supplier requires any of the intellectual property rights belonging to the Purchaser (including the Purchaser Materials) or any member of its group in the supply of the Goods and/or Services, those intellectual property rights will be made available to the Supplier, but only to the extent and for so long as they are needed, strictly on the basis of personal, non-transferable, revocable and non-exclusive licence (without the right to sub-licence) for use by the Supplier solely for the purposes of supplying the Goods and/or Services.
- 8.7** A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 8.8** Clauses 8.2, 8.3, 8.5, 8.6 and 8.7 shall survive termination of the Contract.
- 9. INDEMNITY & INSURANCE**
- 9.1** The Supplier shall keep the Purchaser indemnified against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser as a result of or in connection with: (a) any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 9.2** During the term of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance, public liability insurance and, where requested by the Purchaser, professional indemnity insurance, in each case to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 9.3** Clauses 9.1 and 9.2 shall survive termination of the Contract.
- 10. TERMINATION & ITS EFFECT**
- 10.1** Without limiting its other rights or remedies, the Purchaser may, at any time and without liability, terminate the Contract with immediate effect if: (a) any contract(s) between the Purchaser and its customer(s) upon which the Contract depends in whole or part is terminated or discharged, in which circumstances the Purchaser will provide the Supplier with as much notice as reasonably possible; or (b) there is a change of Control of the Supplier.
- 10.2** In any of the circumstances in these General Terms in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 10.3** Without limiting its other rights or remedies, the Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so; or (b) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of applicable insolvency legislation or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of applicable insolvency legislation or (being a partnership) has any partner to whom any of the foregoing apply; or (c) 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 (d) 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 (being a company); or (e) the

Supplier (being an individual) is the subject of a bankruptcy petition or order; or (f) 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 14 days; or (g) 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 (being a company); or (h) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; or (i) 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 (j) 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 mentioned in clauses 10.3(b)-(i) (inclusive); or (k) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

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**10.4** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, and clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**10.5** On termination of the Contract for any reason, the Supplier shall immediately deliver and/or return to the Purchaser all Deliverables (whether or not then complete) and all Purchaser Materials. If the Supplier fails to do so, then the Purchaser may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

## **11. FORCE MAJEURE**

**11.1** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such

a delay or failure result from a Force Majeure Event, provided that in all cases the Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

**12.3**

If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 14 days, the Purchaser may terminate the Contract immediately by giving written notice to the Supplier.

**12.4**

## **GENERAL**

**12.1** The Purchaser may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Purchaser.

**12.5**

In these General Terms: (a) any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail; (b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the third day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, at 9.00am on the next working day after transmission; and (c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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**12.7**

**12.8**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**12.9**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

Except as set out in these General Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Purchaser.

In performing its obligations under the Contract, the Supplier shall (and shall procure that each member of its group shall) comply with all applicable laws, statutes, regulations and codes from time to time in force (including the Data Protection Act 2018, UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act

2018), the Bribery Act 2010 and the Modern Slavery Act 2015).

The Contract, 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 the law of Northern Ireland, and each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).