

## STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

### 1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

<b>“Conditions”</b>	the standard terms and conditions of purchase as set out in this document and as amended from time to time in accordance with Condition 2.3;
<b>“Contract”</b>	the Supplier’s offer to supply Goods to the Purchaser and the Purchaser’s subsequent acceptance of such offer pursuant to the Order;
<b>“Goods”</b>	any goods agreed in the Contract to be purchased by the Purchaser from the Supplier (including any part or parts of them);
<b>“Indebtedness”</b>	any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);
<b>“Intellectual Property Rights”</b>	any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“Losses”</b>	losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);
<b>“Order”</b>	the Purchaser’s written instruction, incorporating these Conditions, to purchase the Goods from the Supplier;

<b>“Price”</b>	has the meaning given to it in Condition 8.1;
<b>“Purchaser”</b>	Premier Components U.K. Limited registered in England and Wales (company number 03577119) whose registered office is at Building 22 Meon Vale Business Park, Stratford upon Avon, Warwickshire, CV37 8QR;
<b>“Quality Criteria”</b>	any description or specification (including any related plans or drawings) for the Goods as may be supplied or advised by the Purchaser to the Supplier or agreed in writing by the Purchaser and the Supplier;
<b>“Supplier”</b>	the person(s), firm or company who makes an offer to the Purchaser; and
<b>“Working Day”</b>	a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2 In these Conditions (except where the context otherwise requires):

- 1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;
- 1.2.2 reference to **“a person”** includes a natural person, company or unincorporated body (whether or not having separate legal personality);
- 1.2.3 a reference to **“company”** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
- 1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.6 any words following the terms **“including”**, **“include”**, **“in particular”** or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and
- 1.2.7 a reference to **“writing”** or **“written”** includes faxes and email.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

## 2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions are the only conditions upon which the Purchaser is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.

- 2.2 No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document (whether or not any such document is referred to in the Contract), or which are implied by trade, custom, practice or course of dealing, will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3 These Conditions apply to all the Purchaser's purchases and/or acquisitions and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Purchaser.
- 2.4 Each Order shall constitute acceptance by the Purchaser, subject to these Conditions, of the Supplier's offer to supply the Goods to the Purchaser.
- 2.5 No Contract shall be formed where the Purchaser does not issue an Order to the Supplier in accordance with these Conditions and, in such circumstances, the Supplier may offer the Goods to any other third party.

### **3 PERFORMANCE, QUALITY AND DEFECTS**

- 3.1 The Supplier warrants, represents and undertakes that the Goods shall:
- 3.1.1 correspond with the Quality Criteria (if applicable);
  - 3.1.2 be capable of remanufacture (in the reasonable opinion of the Purchaser) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication;
  - 3.1.3 comply with all applicable statutory and regulatory requirements including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
  - 3.1.4 to the extent that a due date for delivery is specified in an Order, be delivered by that due date for delivery.
- 3.2 The Purchaser reserves the right, at any time prior to issuing an Order, to inspect and test the Goods and the Supplier shall provide the Purchaser with all facilities reasonably required for such inspection and testing.
- 3.3 If the results of such inspection or testing indicate that the Goods do not conform or are unlikely to conform to the Quality Criteria, the Purchaser shall inform the Supplier within seven (7) days of the inspection and/or testing and the Supplier shall immediately take such action as is necessary to ensure conformity and the Purchaser shall have the right to require and witness further testing and inspection.
- 3.4 The Purchaser shall only issue an Order following completion of successful inspection and testing pursuant to Conditions 3.2 and 3.3.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 3.6 The Supplier shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and shall comply with all applicable laws and regulations in the performance of the Contract.

- 3.7 If any of the Goods fail to comply with any of the provisions in this Condition 3 the Purchaser shall have available to it the remedies listed in Condition 13, any one or more of which it may exercise in its entire discretion and whether or not the Purchaser has already accepted the Goods.

#### **4 DELIVERY**

- 4.1 Unless otherwise specified in an Order, the Goods shall be delivered Ex Works (as defined in the Incoterms 2010).

- 4.2 Unless otherwise stipulated by the Purchaser, deliveries shall only be accepted by the Purchaser within its usual business hours.

- 4.3 If the Goods are not delivered on the due date then, without prejudice to any other rights or remedies which it may have (save for the rights in Condition 4.4 which the Purchaser shall not be entitled to exercise if the Purchaser exercises any of the rights in this Condition 4.3), the Purchaser reserves the right to:

- 4.3.1 terminate the Contract in whole or in part, without liability to the Purchaser;
- 4.3.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 4.3.3 reject any of the Goods that may already have been delivered;
- 4.3.4 recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another Supplier;
- 4.3.5 where the Purchaser has paid in advance for Goods that have not been delivered or provided (or paid for any Goods already delivered but which the Purchaser is now rejecting), to have such sums refunded by the Supplier; and
- 4.3.6 claim damages for any Losses incurred or to be incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

- 4.4 To the extent that a due date for delivery is specified in an Order, if the Goods are not delivered on that due date then the Purchaser may, at its option, deduct from the Price or (if the Purchaser has paid the Price) claim from the Supplier by way of liquidated damages for delay 5% of the Price for every week's delay, provided always that if the Purchaser exercises its rights under this Condition 4.4 it shall not be entitled to any of the remedies set out in Condition 4.3 in respect of late delivery.

- 4.5 The Supplier shall not deliver and/or perform by instalments unless the Purchaser so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver and/or perform any one instalment shall entitle the Purchaser at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 13.

#### **5 USE OF GOODS**

- 5.1 The Supplier shall, where requested by the Purchaser, at its own cost, provide adequate instructions and appropriate training in relation to:

- 5.1.1 the safe use of the Goods; and
- 5.1.2 the safe disassembly/assembly and transportation of the Goods.

5.2 Where the Supplier is required to perform the services described in Condition 5.1, such services shall be performed by appropriately qualified and trained personnel, with the best care, skill and diligence in accordance with best practice in the Supplier's industry, trade or profession.

## **6 INDEMNITY**

6.1 The Supplier shall indemnify and keep indemnified the Purchaser in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Purchaser or for which the Purchaser may become liable arising out of or in connection with:

6.1.1 any defect in the Goods (including any claim made against the Purchaser for death, personal injury or damage to property arising out of, or in connection with, defects in Goods) to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;

6.1.2 any claim made against the Purchaser for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods; and

6.1.3 any claim made against the Purchaser arising out of, or in connection with, the supply of the Goods, 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 sub-contractors.

6.2 This Condition 6 shall survive termination of the Contract.

## **7 RISK AND OWNERSHIP**

The Goods shall remain at the risk of the Supplier until delivery to the Purchaser is complete in accordance with Condition 4 above, when the risk in, and ownership of, the Goods shall pass to the Purchaser.

## **8 PRICE**

8.1 Unless otherwise agreed in writing by the Purchaser, the price of the Goods ("**Price**") shall be that stated in the Order or, if no price is stated in the Order, the price agreed in writing between the Purchaser and the Supplier and unless otherwise agreed in writing by the Purchaser shall be exclusive of value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice) but inclusive of all other charges.

8.2 Neither variation in the Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Purchaser.

## **9 PAYMENT**

9.1 The Supplier shall invoice the Purchaser on or at any time after completion of the Contract. Each invoice shall include such supporting information as is required by the Purchaser to verify the accuracy of the invoice and shall quote the number (if any) of the Order to which it relates.

9.2 Unless otherwise agreed in writing by the Purchaser, the Purchaser shall pay the Price within thirty (30) days after receipt by the Purchaser of a valid invoice, or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the Contract.

- 9.3 Without prejudice to any other rights or remedies it may have, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier under the Contract.
- 9.4 The Supplier shall make all payments due under or in respect of the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 9.5 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown in the Supplier's own terms of sale.
- 9.6 Interest shall be payable on the late payment of any undisputed invoices for Goods accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at 3% per annum above HSBC's base rate from time to time.

## **10 CONFIDENTIALITY**

The Supplier shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents or sub-contractors and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 In respect of the Goods, 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 it will have full and unrestricted rights to sell and transfer all such items to the Purchaser.
- 11.2 The Supplier shall promptly at the Purchaser's request do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such further documents as the Purchaser may from time to time require for the purpose of securing for the Purchaser the full benefit of the Contract.

## **12 TERMINATION**

- 12.1 The Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Purchaser shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2 The Purchaser shall, without prejudice to any other rights or remedies it may have including under Conditions 4.3.1 and 13.1.1, have the right at any time by giving notice in writing to the Supplier to terminate the Contract, without liability to the Purchaser, forthwith if:
- 12.2.1 the Supplier commits a material or persistent breach of the Contract;
- 12.2.2 the Supplier is in the reasonable belief of the Purchaser, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends

payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;

- 12.2.3 any of the Supplier's Indebtedness is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
  - 12.2.4 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Supplier's assets and is not discharged or stayed within twenty one (21) days;
  - 12.2.5 the Supplier begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its Indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
  - 12.2.6 a moratorium is declared, or in any event comes into existence, over any of the Supplier's Indebtedness;
  - 12.2.7 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken together by the Supplier or any third party for, or which may lead to:
    - a) the suspension of payments, winding up, dissolution, administration, receivership (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Supplier;
    - b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or
    - c) (where the Supplier is an individual), bankruptcy, an individual voluntary arrangement or debt relief order;
  - 12.2.8 any event similar to any of those set out in Conditions 12.2.2 to 12.2.7 occurs in relation to the Supplier (including in any jurisdiction to which it is subject);
  - 12.2.9 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
  - 12.2.10 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
  - 12.2.11 the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of the Purchaser the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Purchaser existing at termination.
- 12.4 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

## 13 REMEDIES

- 13.1 Without prejudice to any other rights or remedies the Purchaser may have, if any Goods are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 3, or if the right to terminate the Contract has arisen under Conditions 4.3.1, 12.2 or 14.2, the Purchaser shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods has been accepted by the Purchaser:
- 13.1.1 to terminate the Contract, without liability to the Supplier;
  - 13.1.2 to reject the Goods (in whole or in part and whether or not title has passed) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
  - 13.1.3 where the Purchaser has paid in advance for Goods that have not been delivered or provided, to have such sums refunded by the Supplier;
  - 13.1.4 at the Purchaser's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - 13.1.5 to refuse to accept any further deliveries of the Goods which the Supplier attempts to make;
  - 13.1.6 to carry out at the Supplier's expense any work necessary to make the Goods with the Contract;
  - 13.1.7 to claim such Losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by the Purchaser in obtaining the Goods in substitution from another supplier; and
  - 13.1.8 to claim damages for any Losses incurred or to be incurred by the Purchaser which are in any way attributable to the Supplier's failure.
- 13.2 These Conditions shall extend to and apply in respect of any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

## 14 BRIBERY AND MODERN SLAVERY

- 14.1 The Supplier agrees with the Purchaser that it shall, and that it shall procure that its employees and officers, agents, sub-contractors and any other person who performs services for the Supplier in relation to the Contract shall comply with all applicable laws, statutes, regulations and codes relating to: (i) bribery and other corruption including the Bribery Act 2010, (ii) modern slavery including the Modern Slavery Act 2015 (together the "**Regulatory Requirements**"). Without limiting the foregoing, the Supplier shall:
- 14.1.1 not take or knowingly permit any action to be taken that would or might cause or lead the Purchaser to be in violation of the Regulatory Requirements;
  - 14.1.2 at the Purchaser's request and cost, provide the Purchaser with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Regulatory Requirements.
- 14.2 The Supplier agrees that in addition to the Purchaser's termination rights set out elsewhere in these Conditions, the Purchaser may (without prejudice to any other right available to it)



immediately terminate the Contract in the event of any breach of this Condition 14 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.

## **15 ASSIGNMENT**

- 15.1 The Purchaser may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 15.2 The Supplier shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Purchaser.

## **16 FORCE MAJEURE**

- 16.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.
- 16.2 If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 16.1 for a continuous period of one (1) month, the Purchaser may, without liability to the Supplier, terminate the Contract forthwith by giving notice to the Supplier.

## **17 COMMUNICATIONS**

- 17.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by fax:
- 17.1.1 (in the case of communications to the Purchaser) to its registered office or main fax number or such changed address or fax number as shall be notified to the Supplier by the Purchaser; or
- 17.1.2 (in the case of communications to the Supplier) to its registered office (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or to its main fax number or such other address or fax number as shall be notified to the Purchaser by the Supplier.
- 17.2 Communications shall be deemed to have been received:
- 17.2.1 if delivered personally, at the time of delivery to the address;
- 17.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;
- 17.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting;  
and
- 17.2.4 if sent by fax or email, at 9.00am on the next Working Day after transmission provided a transmission report is generated by the sending party's fax machine recording a message from the recipient party's fax machine confirming all pages were successfully transmitted.

17.3 Communications addressed to the Purchaser shall be marked for the attention of the Head of Legal.

17.4 This Condition 18 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

## **18 GENERAL**

18.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Purchaser's behalf or otherwise bind the Purchaser in any way.

18.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Purchaser's rights or remedies under any other provision of these Conditions (or the exercise thereof).

18.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**void provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

18.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

18.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Purchaser by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

18.6 Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18.7 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 and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.