



PMW Dynamics Limited

TERMS AND CONDITION OF PURCHASE

1. Definitions

In these Terms and Conditions unless the context requires otherwise:

- 1.1 "Buyer" means PMW Dynamics Limited.
- 1.2 "Contract" means the Order, these Terms and Conditions and the Acknowledgement which together form a binding contract between the Buyer and the Supplier.
- 1.3 "Goods" means the subject matter of the Order including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery parts, spares, commodities etc and whether one or a number or items, whether or not identical or similar (including any such materials, articles and commodities supplied in the connection with the Services).
- 1.4 "Order" means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Supplier on the Buyer's official purchase order form together with all the documents referenced in it.
- 1.5 "Services" means work and/or services or any of them to be performed by the Supplier to the Buyer pursuant to the Order.
- 1.6 "Supplier" means the company, firm, or person to whom an Order is addressed.

2. Acceptance of Order

The Buyer will not be liable for any Order unless

- 2.1 It is issued or confirmed on the Buyer's official order form and
 - 2.1.1 The Supplier must confirm in writing acceptance of the Buyer's official order form and these Terms & Conditions, including cost and lead time.
- 2.2 Notwithstanding Clause 2.1, the Supplier's execution or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order on the terms hereof by the Supplier. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Terms and Conditions

3. Variation

Neither the Buyer nor the Supplier should be bound by any variation, waiver of or addition to these Terms and Conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

4. Quality etc, remedies

Subject to these Terms & Conditions the Goods and Services to be provided shall:

- 4.1.1 conform as to quantity, quality and description with the Order and any specification or standards stated or referred to in the Order.
- 4.1.2 be of first-class materials and workmanship throughout and be executed with reasonable care and skill by properly trained and experienced persons.
- 4.1.3 be equal in all respects to any samples, patterns, demonstration, or specification provided or given by either party.
- 4.1.4 be capable of any standard of performance specified in the Order.
- 4.1.5 if the purpose for which they are required is indicated on the Order, either expressly or by implication, be fit for that purpose, and.
- 4.1.6 comply with any statutory rule or regulation that may be in force relating to the Goods and/or the Services.
- 4.2 The Supplier will keep the Buyer indemnified in respect of all loss, damage, injury, costs and expenses which result directly or indirectly from defective Goods, workmanship, design or Services supplied or provided by the Supplier or any other defect or fault in the construction of the Goods and in the performance of the Services and, in addition, the Supplier will repair, replace or reinstate at the Buyer's option, any defective item or items free of charge.
- 4.3 Without prejudice to any right or remedy available to the Buyer under statute or common law, the Supplier will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as the result of the supply or use by the Supplier of defective Goods or workmanship in carrying out the Order or which arise as a result of the performance of the Services or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the Contract or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

5. Notification of Changes in Design or Processes

For Supplier-owned design, notification to PMW Dynamics in writing of any design changes for products sold to PMW Dynamics is required. Changes to these processes or designs must be communicated to PMW Dynamics prior to shipping the product.



NOTE: Changes to PMW Dynamics owned drawings/data are not acceptable without PMW Dynamics Engineering Department's written approval. Parts manufactured with revised PMW Dynamics data which has not been accepted/approved by PMW Dynamics will be rejected.

6. Inspection and Test Requirements

If any tests are required, the purchase order and/or supplementary documents would state that information and requirements to the supplier including reference of test specimens. Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable supplies or services in accordance with PMW Dynamics Purchase Order.

6.1 Supplier First Article Inspection (FAI)

If specified in the purchase order, the Supplier shall perform a First Article Inspection on each PMW Dynamics part number which the supplier fabricates for the first time. This shall include drawing revision changes when the changes are of a physical nature. Documented results shall be furnished with the shipment.

6.2 Technical Verification/Validation Inspection

When a Technical/Validation inspection is imposed and specified in the purchase order, all parts fabricated to PMW Dynamics data are subject to inspection at the Suppliers' facility by a PMW Dynamics Quality Representative prior to shipment. Verification of product by the PMW Dynamics inspector(s) does not relieve the Supplier from the responsibility to provide an acceptable product, nor shall it preclude subsequent rejection.

6.3 The Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent of any of them or any government department concerned, may on the Buyer's authority inspect or test the Goods or Services at any reasonable time at the Supplier's works or at the works of any permitted subcontractor or assignee. For this purpose, the Supplier will give to the Buyer, or otherwise arrange for reasonable facilities of access to the supplier's works or any such other works.

6.4 If specified by the Buyer, the Supplier will give adequate notice of works tests which the Buyer is entitled to attend and will provide the Buyer with such test certificates as the Buyer, or its customer may reasonably require.

6.5 Such inspection does not relieve the Supplier of any liability, nor does it imply acceptance of the Goods and Services

6.6 The Buyer reserves the right at its option either to reject any Goods or Services in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the Order or any part of the Order or to delay acceptance of the whole or any part of it without any further payment or charge for storage or delay in any of the following circumstances:



6.6.1 failure by the Supplier to comply strictly with the description, specification and drawings relating to Goods to be supplied or Services to be carried out and/or failure to comply with any British or other standard specification where applicable.

6.6.2 if the Goods or Services are below the specified standard or fail to pass any inspection or test in accordance with these Terms and Conditions or

6.6.3 if the Supplier otherwise fails to comply in all respects with any of its obligations under these Terms and Conditions

7. Special Processes

Special Processes shall be defined as Painting, Anodizing, Plating, Chemical Finishing, etc. The requirement for Special Processes will be specified in the purchase order. Suppliers who perform Special Processes for PMW Dynamics Ltd shall ensure that the required special processes are carried out in accordance with the drawing and/or process specification requirements and that all special processes are performed by competent qualified personnel. In addition, the Supplier shall provide a Process Certification Statement that certifies that the parts were processed in accordance with the drawing and/or specification requirements. This requires the certification to include:

- Full Part Number as specified on the Purchase Order.
- Process Specification as called out on the drawing.

8. Special Requirements, Critical Items, or Key Characteristics

Products and/or services provided by suppliers must be at the highest level of quality, when a drawing, specification, and/or Purchase Order include “key characteristic” requirements the Supplier shall utilise Variation Management to ensure key characteristic integrity. The Supplier shall develop control plans for applicable key characteristics. The supplier is responsible for ensuring items provided under the purchase order are packaged in such a manner that the product integrity is preserved, contamination and corrosion are prevented, no physical damage occurs, and it prevents damage, deterioration, or loss in transit. The supplier shall label the exterior of the container to ensure adequate identification needed to ensure the identity of the product being shipped. The supplier must ensure the handling and shipping methods for a proper and on-time delivery without damage to the product. The supplier shall ensure that any special labelling requirements shall also be listed in the appropriate shipping documents and on each package. The supplier shall comply with all governmental and safety constraints on restricted toxic and hazardous substances used in the processing or production of the product for PMW Dynamics Ltd.

9. Calibration Services

Calibration Laboratories shall comply with standards imposed by the tool manufacturer or by ISO 17025/UKAS standards if tool/test equipment manufacturer standards are not available.



10. Nonconforming Material

When nonconforming material/items are shipped to PMW Dynamics Ltd without authorisation, acceptance of the material/items at PMW Dynamics Ltd does not relieve the Supplier from their responsibility to comply with the drawing, specification, or purchase order requirements. These items may be returned to the Supplier for rework, replacement, or cost reimbursement. Parts or materials not conforming to drawing, specification, and/or purchase order requirements, shall be identified as Non-Conforming Items and be withheld from shipment at your facility. PMW Dynamics Ltd Supplier's Non-Conformance Report notification once received by the Supplier must be submitted to PMW Dynamics Ltd Quality Department and nonconforming material shall include a root cause and corrective action report along with the shipment.

11. Required Record Keeping

In general, the supplier must keep records related to PMW Dynamics Ltd purchase orders for a minimum of three years. The Supplier shall keep accurate work, inspection, and certificate of conformance/compliance records and allow representatives from PMW Dynamics Ltd or regulatory agencies, and/or its customers to review such records. Records will include Shop Travelers and Inspection records, material traceability (CofC's), Test results when applicable, and drawings given to the supplier from PMW Dynamics Ltd for production. When retention time requirements have been satisfied, it is the responsibility of the supplier to notify PMW Dynamics Ltd and request disposition instructions.

12. Quality Escapes

The supplier must immediately notify PMW Dynamics Ltd of any quality escapes from their production line of PMW Dynamics Ltd purchase orders. Notification may be done by mail, email, or phone call. The supplier must have a process in place to correct such quality escapes.

13. Confidentiality, Non-Disclosure

The Supplier shall keep confidential all technical and proprietary information furnished by PMW Dynamics Ltd in connection with all purchase orders, contracts, request for quotes, etc. and proprietary information includes and up to design, drawings, data, testing procedures, manufacturing, and repair procedures, and all and any other information furnished to Supplier by PMW Dynamics Ltd. Supplier shall not use such items and/or, for its own design, manufacture, production and/or repair of any goods, or for any other purchase or manufacture of production of larger than those specified in PMW Dynamics Ltd Purchase Orders, except with the express consent in writing from PMW Dynamics Ltd. Supplier, including its suppliers, agents, employees, and representative will exercise extreme caution to prevent disclosure of such information to third parties. The obligations of this provision shall survive the completion of performance and expiration or termination of PMW Dynamics Ltd Purchase Orders/Contracts.

14. AS9100/ISO 9000 CONFORMANCE

Suppliers of PMW Dynamics Ltd (unless otherwise specified) are requested to be compliant to the AS9100/ISO 9000 international quality standard. Supplier quality systems shall be formally documented, implemented, and maintained to ensure suppliers' products and/or services conform to the identified purchase order specifications, engineering, or material specification



and/or contract requirements. The suppliers' quality documentation shall be made available to PMW Dynamics Ltd upon request.

15. Certification Of Conformance

If specified on the purchase order, the Supplier shall provide a Certificate of Conformance (CofC) with parts/materials supplied. The certification shall attest to the conformance with the applicable supplied drawing(s) and/or specification requirements issued with the relevant purchase order. One copy of the certification shall be included with each shipment. All CofC's must include:

- Company Name and Address.
- Date when CofC was issued.
- Reference to PMW Dynamics Ltd PO Number.
- Part Number(s) with alternate Part Number(s) when applicable.
- Revision of part numbers fabricated when applicable (this revision level shall correlate to the drawing(s) issued to supplier with PO).
- Quantity of part/material shipped.
- P.O. Line Item (when applicable).
- Certification of Conformance Statement.
- Signature of Supplier's Quality Representative

16. Material/Product Identification and Traceability

The Supplier shall have an established system for traceability during manufacturing or for services performed. All materials and/or products must be traceable to records of inspection acceptance at all stages, including receipt of materials and/or product, storage, production, and delivery. When required by drawings or specifications in the purchase order, the Supplier must identify the parts with the part number, revision, PO number, and date of manufacture by permanent means (ink-stamp, label, etc.). When the parts are too small to part-mark/identify, "bag and tag" methods are accepted.

17. Raw Metals/Material Test Report

Sellers who provide raw material shall furnish chemical and/or physical test reports and certifications that show compliance to standard specification and/or drawing requirements with each shipment and shall be identifiable and traceable to the material submitted. These test reports must contain the specification and lot numbers as applicable, results of the test from the approved agency performing the test and stipulate the acceptance criteria (minimum & maximum tolerance).



18. Shelf-Life Control

Materials that are sensitive to age and temperature shall include, with each shipment, the date of manufacture and/or the manufacturer's recommended shelf life. All shelf-life materials shall be shipped to PMW Dynamics Ltd with a minimum of 75% of the materials' remaining shelf life. The manufacturer's Material Safety Data Sheet (MSDS) must accompany all chemical products.

19. Prevention of Counterfeit Part Use

Suppliers must take appropriate action to ensure that Parts, Products, or Materials supplied by you are not counterfeit. If applicable Suppliers are required to Prevention of Counterfeit Parts Plan in place to ensure conformance to AS9100D, Section 8.1.4.

20. Changes in Products, Process, and Facility Location

The supplier is responsible for notifying PMW Dynamics Ltd of any changes in product and/or process, and changes of manufacturing facility location, including supplier change and must receive approval of such change.

21. Suppliers/Sub-Tier Flow Down

Suppliers of PMW Dynamics Ltd are required to communicate all information and requirements related to the job to any supplier they use to produce PMW Dynamics Ltd products. As required the supplier must flow down all applicable purchase order requirements to their supplier including (where applicable) key characteristics.

22. Supplier Evaluation and Selection

Criteria for evaluation and selection of supplier for placement on PMW Dynamics Approved Supplier List is based on the suppliers' abilities to consistently deliver defect free products and/or services, meet our delivery requirements, be cost competitive, and be responsive to PMW Dynamics needs.

23. Implement A Quality Management System

The supplier's Quality Management System must address the requirements contained in this document.

24. Supplier Monitoring

Approved supplier performance will be measured monthly. Suppliers must score at least a minimum of 87% in their Performance Rating in the monthly Supplier Rating system. Failure to do so may require the supplier to submit a corrective action plan for improvement. The supplier may be contacted to discuss development goals to assist in the improvement of their performance. Supplier performance shall be measured by their ability to meet PMW Dynamics expectations and requirements. To remain on the Approved Supplier List, suppliers must meet the minimum requirements defined.

25. Right Of Entry

The Supplier shall provide access to their facilities to PMW Dynamics Ltd and its customers, and if applicable regulatory agencies upon request for inspection and audits of product, documentation, processes, procedures, equipment, and tests performed as required by the applicable purchase orders.

26. Supplier Expectations

This Supplier Quality Standard Terms and Conditions has been created to assist our suppliers in understanding the purchasing expectations and quality requirements for products and/or services supplier to PMW Dynamics Ltd. This document communicates the operating principles, general expectations, and procedures of PMW Dynamics Ltd. Adherence to the guidelines described within required by all PMW Dynamics Ltd suppliers. Acceptance of any and/or all purchase orders constitutes acceptance and commitment on behalf of the recipient to comply with this document's content. These guidelines are provided as supplement to, and do not replace or alter, any purchase agreement which are included as requirements of applicable drawings, specifications, and other contractual documents. This document describes the minimum requirements for which the supplier has responsibility. PMW Dynamics Ltd requires all suppliers to meet on-time delivery requirements. To further clarify this, we consider unauthorised early (more than 10 business days) and unauthorised late and partial deliveries (more than 2 business days) or over shipments to be unacceptable. The quality shipped per order cannot deviate from specified quality without prior written consent. Unless otherwise instructed, a supplier shall ship, as directed by PMW Dynamics Ltd. Any excess transportation costs, due to the supplier not meeting the shipping instruction requirements, will be deducted from the purchase price.

27. Statistical Product Acceptance

Acceptance criteria for the sampling and testing conducted by the supplier shall be adequate to assure that fabricated parts meet appropriate specification(s) and appropriate statistical quality control criteria as a condition for their approval and release. The statistical quality control criteria shall include appropriate acceptance levels and/or appropriate rejection levels.

28. Contribution To Product/Service Conformity

This is being written to notify you, and for you to notify your personnel to ensure you are aware of your contribution to product or service conformity.

29. Product Safety

You are to support Product Safety by ensuring robust management of special requirements, critical items, and key characteristics (as defined in the applicable purchase order) addressed within this document and as defined by AS9100D.

30. Ethical Behaviour

It is necessary to understand the importance of ethical Behaviour in your business operations and treat all personnel in an ethical and fair manner while doing business with PMW Dynamics Ltd

31. Performance delay

Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance, or completion shall be the essence. The Supplier shall immediately notify the Buyer of any anticipated delay in delivery, despatch, completion, or performance.

31.1 The Buyer reserves the right to reject Goods or Services not delivered or performed on time and/or to cancel the whole or any part of the Order in which such Goods or Services form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Buyer irrespective of the cause of delay without prejudice to the Buyer's right to damages and any other remedies against the Supplier for breach of contract and without any liability of whatever nature on the Buyer.

31.2 No concession with respect to delays in delivery, despatch, completion, or performance shall be construed as a waiver of any of the Buyer's rights and remedies unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Buyer.

32. Delivery, packing etc.

32.1 Deliveries made in advance of the Buyer's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Buyer's option. If the Buyer accepts them the Buyer shall be entitled to defer payment until the month following the month in which delivery should have taken place.

32.2 A scheduled Order indicates the Buyer's estimated requirements for the Goods or Services described in it. Buyer will not accept delivery or performance of or be in any way liable to pay for any Goods or Services described in a scheduled Order unless the Buyer has given the Supplier written release or performance instructions which are directly attributable to that scheduled Order.

32.3 No responsibility is accepted for Goods delivered or Services performed in excess of the Order.

32.4 All goods must be adequately protected against damage and deterioration in transit and delivered carriage paid in accordance with the Buyer's instructions (if given) and the packages of Goods must bear the description and the quantity of the contents and the Buyer's Order number.

32.5 All Electrostatic Sensitive Materials Device/Materials (ESDS) shipped to PMW Dynamics Ltd (such as Digital PCU's, Video Monitors, Electronic Boxes, etc.) shall be properly labelled with ESDS warning labels and shall be packaged with ESDS protective bags/containers, etc. Suppliers who provide ESDS materials will ensure that ESDS materials/parts are accompanied by a certificate, test report, test status, etc.

32.6 The Buyer accepts no liability for packing materials or cases and shall not accept a charge for packing materials or cases unless previously agreed.

- 32.7 The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.
- 32.8 The Supplier agrees on request to supply the Buyer with any necessary declarations and documents stating the origin of the Goods.

33. Passing of title to the goods

Unless other delivery terms are stated on the face of the Order, title in the Goods shall pass to the Buyer on receipt of the Goods at the delivery address specified in the Order without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Terms and Conditions or otherwise.

- 33.1 If the Supplier postpones delivery at the Buyer's request, title to the Goods shall nevertheless pass to the Buyer on the date when, but for such postponement, the Goods should have been delivered.
- 33.2 Goods shall be at the risk of the Supplier until actually delivered even where the delivery has been delayed or postponed by the Buyer or at the Buyer's request.
- 33.3 All goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.

34. Price and payment

Unless the Order expressly accepts or stipulates any provision for price variation and the basis of such variation, the price or rate for the Goods and any Services is fixed and not subject to variation unless the Buyer expressly agrees in writing signed by a duly authorised representative of the Buyer.

- 34.1 Failure by the Supplier to attend to any of the following details may mean delay in payment (but with no prompt payment discount to be forfeited by the Buyer).
- 34.2 failure by the Supplier to send on the day of despatch for each consignment of Goods or on the performance of the Services, a separate advice note and invoice for each such delivery or performance; or
- 34.3 failure by the Supplier to clearly mark the Order number on the consignment package, packing notes, invoices, monthly statements, and all other correspondence relating to them.
- 34.4 payments will be made sixty (60) days after the date of invoice. All payments will be made without prejudice to the Buyer's rights should the Goods or any Services prove unsatisfactory or not in accordance with the Order.
- 34.5 The Buyer reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Buyer on any account.

34.6 Where Goods or Services are subject to purchase tax, value added tax or any other similar taxation, the amount legally demandable is to be rendered as a separate item of account and if required by the Buyer the Supplier will produce bona fide evidence of the amount paid or to be paid in respect thereof.

35. Buyer's property

All designs, tools, patterns, drawings, dies, materials, specifications, or other items supplied by the Buyer or provided by the Supplier shall be or become the Buyer's property; shall be maintained by the Supplier in good condition; shall be kept confidential and not be used for any purpose other than carrying out the Order and shall be returned or delivered to the Buyer carriage paid on demand. The Supplier will be responsible for making good any loss of or damage to such items howsoever arising.

35.1 The Order and its subject matter shall be treated as confidential between the Supplier and the Buyer and shall not be disclosed by the Supplier (or any permitted subcontractor or assignee or supplier) to any third party or used by the supplier (or any permitted subcontractor or assignee) for advertisement, display, or publication without the Buyer's prior consent in writing.

35.2 The Supplier agrees neither to quote nor to supply parts made with the Buyer's designs, tools, patterns, drawings, discs, or specifications to any third party without the Buyer's prior consent in writing.

35.3 The supplier shall keep the Buyer's property separate from all property of others and shall clearly mark the Buyer's property as being the property of the Buyer. The Buyer's property shall not be removed from the Supplier's premises without the Buyer's written authority (except for the purpose of fulfilling the Order).

35.4 The supplier shall keep a separate account of all the Buyer's property and shall furnish statements of request giving details, description, and location thereof, both before and after repair or processing (as the case may be) as well as any other information regarding the Buyer's property asked for by the Buyer. The Buyer and persons authorised by it shall be entitled at all reasonable times to check and inspect the Buyer's property and the Supplier's records therefore and may enter the Supplier's land and buildings for those purposes.

35.5 The Supplier shall promptly pay to the Buyer on demand the full value of any of the Buyer's property which is not returned.

35.6 Notwithstanding the other terms contained in this clause 10, should the Supplier be approached by any third party with a request to quote for or to supply the Goods and or Services stated in the Order or any Good or Services which the Supplier has any reason to believe may belong to or contain Buyers property as defined in this clause 10 then the Supplier should immediately contact the Buyer to make the Buyer aware of such approach and should take no further action unless the Buyer confirms in writing that such approach

has been properly authorised.

36. Indemnity

- 36.1 The supplier shall indemnify and keep the Buyer fully indemnified (except in respect of designs provided by the Buyer) against all claims whatsoever nature (including those for royalties, damage or other losses) directly or indirectly arising from or consequential upon any infringement of patents, registered designs, unregistered designs, design rights, copyrights, trade marks or any other intellectual property rights in relation to the Order and in relation to the Order and in relation to the use of articles or processes pursuant to the Order.
- 36.2 The supplier will keep the Buyer indemnified against any claim in respect of loss or damage to any moveable or immovable property of any nature or type whatsoever of the Buyer or any third party and against any claim in respect of the death or personal injury to any persons whether in contract or tort or otherwise arising under common law, statute or otherwise as a result of breach of any statutory or common law duty or any act or omission on the part of the Supplier or any of its employees, subcontractors, assignees or agents or as a result of the performance of the Order or otherwise however arising wherever such loss, damage, death or personal injury occurs (including but not limited to the Buyer's premises)

37. Termination

If the Supplier being an individual becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or being a company is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator, the Buyer shall be at liberty (but not bound) at any time after that:

- 37.1 to cancel all or any part of the Order immediately by notice and to collect immediately all material, goods, tools, or articles of any description sent to the Supplier for any purpose; or
- 37.2 to give the Supplier or the receiver, liquidator, or other person the option of carrying on with the Order subject to his providing a guarantee up to an amount to be agreed for the due date and faithful execution of the Order.

38. Excusable delays

- 38.1 Neither the Buyer nor the Supplier shall be liable to the other for a failure to perform under the Order arising from causes or events beyond the reasonable control of the Buyer or the Supplier respectively.
- 38.2 In the event of a failure by the Supplier to perform as required by the Order arising from any causes or events beyond its reasonable control, the Buyer shall be entitled to obtain the Goods or the Services elsewhere for the duration of such failure and to reduce, pro rata, and without any obligation upon the Buyer, the quantity or amount of the Goods or the Services ordered from the Supplier under the Order. If the supplier is unable to resume

performance within a reasonable time after the due date, the Buyer may cancel the Order by notice in writing to the Supplier and shall be under no liability whatsoever to the Supplier in respect of such cancellation.

39. Assignment and subcontracting

Neither the Order or any part thereof shall be assigned, subcontracted, or transferred in any other manner to a third party without the Buyer's prior written consent. Any such consent to subcontracting shall not relieve the Supplier of any obligation to comply with these Terms and Conditions or the Order.

40. Inventions and improvement

When the Order includes manufacture to the Buyer's designs the Supplier agrees to inform the Buyer of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier and any such invention or improvement and any patent or registered rights in respect thereof and copyright in any drawings, documents and specifications relating thereto shall be the property of the Buyer. The Supplier will give the Buyer at the Buyer's expense all necessary assistance to enable the Buyer to obtain patent, registered design, and similar rights throughout the world.

41. Health and safety

The Supplier warrants that the Goods or materials to be supplied in accordance with the Order will be safe and without risk to health when properly used and the Supplier will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Buyer)

42. Licences

If the performance of the Order requires the Buyer to have any permit or licence from any government or other authorities at home or overseas, the Order shall be conditional upon such permit or licence being available at the required time.

43. Insurance

The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurance liabilities under the Order and in respect of the Goods or Services. The Supplier will provide all facilities, assistance and advice required by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

44. Changes

The Supplier shall not make any changes whatsoever in the colour, specification, design or composition of the Goods or the Services

45. Waiver

The failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no



single or partial excuse of any right or remedy under this Contract should prevent any further exercise of the right or remedy.

46. Notices

- 46.1 Any notice or other document to be served under this agreement must be in writing and may be delivered or sent by prepaid first-class letter post or facsimile transmission.
- 46.2 Any notice or document shall be deemed served, if delivered, at the time of delivery, if posted 48 hours after posting and if sent by facsimile transmission, at the time of transmission.

47. Invalidity

In the invalidity, illegality, or unenforceability of any provision of these Terms and Conditions shall not affect the other conditions.

48. Modern Slavery

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance.

49. Law and application

- 49.1 The Contract (and any proceedings by which one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 49.2 these Terms and Conditions shall have precedence over any condition appearing on any quotation, acceptance form, delivery form, invoice or other document or letter emanating from the supplier and such conditions shall have no effect whatever except insofar as they are expressly accepted in writing by the Buyer.
- 49.3 nothing in these Terms and Conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Buyer is entitled in relation to the Contract by virtue of statute or common law. The rights and remedies conferred on the Buyer by these Terms and Conditions are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Buyer or implied by law.
- 49.4 Should there be any conflict between these Terms and Conditions and any other terms contained on the face of the Order then the terms on the Order shall take precedence.