TERMS AND CONDITIONS OF PURCHASE

1 INTERPRETATION

1.1 Definitions:

In these Terms and Conditions of Purchase the following words shall have the following meanings:

"**Business Day**" a day (other than a Saturday, Sunday or UK Public Holiday) when banks in London are open for business;

"**Conditions**" the Terms and Conditions set out in this document as amended from time to time in accordance with clause 18.3;

"**Company**" either Broadwater Mouldings Limited registered in England and Wales with company number 01025838, VAT (Value Added Tax) registered number 322857204 and EORI number GB322857204000) or Hatcher Components Limited registered in England and Wales with company number 01025842, VAT (Value Added Tax) registered number 322857302 and EORI number GB322857302000) whose registered offices are at Broadwater Road, Framlingham, Suffolk, IP13 9LL, as set out in the Contract;

"**Contract**" the contract between the Company and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions;

"**Delivery Date**" the date specified in the Order, or, if none is specified, within 14 days of the date of the Order;

"**Delivery Location**" the address for delivery of Goods as set out in the Order;

"Force Majeure Event" an event or circumstance beyond a party's reasonable control (including, but not limited to, strike, lockout, protest or other industrial dispute, fire, explosion, epidemic, flood, storm, tempest, Act of God, stoppage or substantial interference with transport or substantial interference with the supply of gas, water or electricity, prohibition of import or export, Government decree or requirement whether local or national, riots, wars, act of terrorism, civil commotion or any other contingency of any kind whatsoever beyond the control of the Company);

"Goods" the goods (or any part of them) set out in the Order;

"Invoice Date" the date as displayed on the Supplier's invoice for Goods and/or Services supplied in accordance with the Company's Order.

"Order" the Company's order for the Goods and/or Services, as set out in the Company's Purchase Order;

"Services" the services (or any part of them) set out in the Order;

"**Specification**" any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Company and the Supplier;

"**Supplier**" the person or firm from whom the Company purchases the Goods and/or Services.

1.2 Any reference in the Contract or these Conditions to any provision of an Act of Parliament or statutory instrument shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, re-enacted, extended or replaced.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract 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.

2.2 The Order constitutes an offer by the Company to purchase the Goods and/or Services in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing a written acceptance of the Order (the order acknowledgement must confirm the details set out in the Order including, price and all additional charges such as delivery or import duty, and the Delivery Date); and

2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right they might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3 SPECIFICATION / WARRANTIES

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 be free from defects in design, material and workmanship and will correspond with their description and quantity and any applicable Specification. The Supplier may not substitute any similar Goods and/or Services without the Company's prior written agreement;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgment;

3.1.3 be supplied with: (i) an appropriate data sheet which details, as a minimum, key dimensions and performance data; and (ii) a unique identification which may be used for repeat orders;

3.1.4 be marked in accordance with the Company's instructions and any applicable regulations. Unless otherwise stated, we require the Goods to carry the appropriate CE marking;

3.1.5 where the Goods are to be supplied to be incorporated in or alongside other goods of the Company, the Supplier must provide details of how such goods / equipment may be incorporated to ensure CE compliance;

3.1.6 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 the Services shall be carried out by an appropriately qualified and trained personnel with all due care and diligence and to such high standard of quality as it is reasonable for the Company to expect.

3.3 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.

3.4 The Company may inspect and test the Goods during manufacture, processing or storage either at the Supplier's premises or those of a third party at any time before delivery and the Supplier shall provide the Company with all facilities reasonably required for such inspections / tests. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.5 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.7 The Company may at any time before delivery notify the Supplier in writing of a change to the Specification of the Goods and/or Services. If the change to the Specification results in a reduction to the Supplier's costs then the Supplier shall pass on these savings to the Company and shall reduce the price set out in the Order. If the change would increase the Supplier's costs or if the change would be unachievable then the Supplier must notify the Company as soon as practicable in writing. The parties shall then use reasonable efforts to reach a mutual acceptable Contract variation. In no event, agreed or not, will the Company be liable to the Supplier in respect of any Contract variation for more than a reasonable and proportionate reflection of such increased costs as the Supplier could not reasonably have been expected to avoid. The Contract price will not in any circumstance increase except with the Company's express written agreement under, or referring explicitly to, this sub-section.

4 DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 the Goods are clean, free from sharp edges, grease or oil or other substances used in the manufacture process and are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods must be accompanied by a delivery note, advice note or similar document which shows the date of the Order, the Order number, 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. Invoices will not be passed for payment without a delivery note, advice note or similar document; and

4.1.3 if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods and/or Services:

4.2.1 on the Delivery Date;

4.2.2 at the Delivery Location; and

4.2.3 during the Company's normal business hours, or as instructed by the Company.

4.3 Regardless of any Incoterm noted in the Contract, Delivery of the Goods shall be deemed to have been completed once the Goods have been unloaded at the Delivery Location.

4.4 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Company to the remedies set out in clause 5.

4.5 If the Company is required to sign any delivery note, advice note, consignment notice or similar document on receipt of the Goods, the signature is given on the assumption that the Company has not had an opportunity to inspect the Goods (including any appropriate tests which the Company sees fit), to ascertain whether the delivery conforms to the Company's Specification.

4.6 If the Contract refers to abbreviated terms such as FOB and CFR which bear defined meanings in the current edition of Incoterms, those defined meanings will apply unless expressly stated otherwise.

4.7 The Supplier's employees, personnel, subcontractors or any other persons attending any of the Company's premises (the **"Supplier Personnel"**) to perform delivery of Goods or Services shall ensure that they comply with best industry standards in relation to health and safety. The Supplier Personnel must comply with all regulations, laws, Company policies and practices relating to security, health and safety, times and areas of access and otherwise. The Company may refuse or terminate access to any individual whom the Company reasonably considers is not complying with any health and safety regulations or laws (as applicable).

5 REMEDIES

5.1 If the Goods and/or Services are not delivered on the Delivery Date, or the Supplier does not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not the Company has accepted the Goods, the Company may exercise any one or more of the following remedies:

5.1.1 to terminate the Contract;

5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

5.1.3 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);

5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.1.5 to recover from the Supplier any costs or expenses incurred by the Company in obtaining substitute goods from a third party.

5.1.6 to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 If the Goods and/or Services are not delivered on the Delivery Date the Company may, at its option, claim or deduct 2% of the price of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% of the total price of the Goods and/or Services. If the Company exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.4 The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6 TITLE AND RISK

6.1 Risk to the Goods shall pass to the Company on completion of delivery;

6.2 Title to the Goods shall pass to the Company on the earlier of either: (i) completion of delivery; or (ii) if payment has been made in advance, in whole or in part, upon payment having been made.

7 PRICE AND PAYMENT

7.1 The price of the Goods and /or Services shall be the price and the currency set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

7.2 The price of the Goods and/or Services:

7.2.1 excludes amounts in respect of value added tax (VAT), which the Company shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2 includes the costs of packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of the Goods to or at the Delivery Location and of any duties or levies other than VAT.

7.3 No extra charges (including, but not limited to, increased material, labour or transport costs, fluctuation in exchange rates) shall be effective unless agreed in writing with the Company.

7.4 The Company shall receive any discount customarily offered by the Supplier for prompt payment or bulk purchases.

7.5 The Supplier shall supply the Company with any maintenance, training, spare parts, consumables or other goods, rights or services relating to the Goods for a period of at least 36 months following completion of delivery at fair and reasonable market price without taking advantage of the Company's dependence on the Supplier for their supply.

7.6 The Supplier may invoice the Company for the price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or within 90 days after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Company's Order Number, the Suppliers' VAT registration number and any supporting documents that the Company may reasonably require.

7.7 Unless otherwise agreed in writing, the Company shall pay correctly rendered invoices on the last Business Day of the month, two months following that in which the Goods and/or Services are received (i.e. 60 days EOM). Payment shall be made to the bank account nominated in writing by the Supplier. Payment may be delayed for invoices received without correct bank details.

7.8 The Supplier's invoice must clearly state the Order number, the Supplier's full legal identity and company registration number (if applicable), the Supplier's address and VAT number (if applicable).

7.9 The Supplier's invoice will be automatically be rejected if the Invoice Date is before the date the Goods and/or Services were actually received.

7.10 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of Barclays Bank plc from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

7.11 The Company may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier.

8 COMPANY MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Company to the Supplier (**"Company Materials"**) and all rights in the Company's Materials are and shall remain the exclusive property of the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company and not dispose or use the same other than in accordance with the Company's written instructions or authorisation.

9 INDEMNITY

9.1 The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 us as a result of or in connection with:

9.1.1 any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

9.1.3 any claim made against the Company by a third party arising out of or in connection with the supply of the Goods and/or 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.

9.1.4 This clause shall survive termination of the Contract.

10 INSURANCE

10.1 During the term of the Contract and for a period of 5 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance equivalent to that held by the Company to cover the liabilities that may arise under or in connection with the Contract or as otherwise notified by the Company in advance.

10.2 This clause shall survive termination of the Contract.

10.3 The Supplier shall, on the Company's request, produce both the insurance certificate giving details of cover and confirmation of payment for the year's premium in respect of each insurance.

11 CONFIDENTIALITY

11.1 A party (**"receiving party"**) shall keep in strict confidence all technical or commercial know-how, specifications, patterns, drawings, 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. The receiving party must not use such information to help the Company's competitors, poach the Company's staff or damage the Company's reputation.

11.2 This clause shall survive termination of the Contract.

12 SECURITY AND ACCESS

12.1 The Supplier, its employees, agents and subcontractors shall, while on the Company's premises or other designated site, conform with all reasonable requests concerning access, conduct, the environment, safety and security.

12.2 Whilst on the Company's premises or other designated site, Supplier Personnel shall follow all reasonable instructions, whether written or verbal, issued by Company Personnel. Supplier Personnel shall:

12.2.1 act in a polite and courteous manner;

12.2.2 not use abusive, offensive or inappropriate language;

12.2.3 not behave in any way that could bring the Company's name into disrepute, including making comments about the Company, its Associates or Employees on any Social Media platform or Website;

12.2.4 not use photographic or recording equipment of any kind;

12.2.5 have the ability to complete the work. This includes being appropriately skilled, alert and able to follow instructions. The use of illegal substances and alcohol by Supplier Personnel is forbidden on Company premises.

12.3 **Information Security**

Without limitation to any other information governance requirements set out in this Agreement, the Supplier shall:

12.3.1 notify the Company forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Company's Policies; and

12.3.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

13 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

13.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

13.2 The Company may immediately terminate the Contract for any breach of this clause.

14 DATA PROTECTION

The Company and the Supplier undertake to comply with the Data Protection Act 1998 and any replacement legislation from time to time in force including, but not limited to, the UK General Data Protection Regulation to the fullest extent necessary.

15 ANTI-SLAVERY AND HUMAN TRAFFICKING

15.1 The Company and the Supplier undertake to comply with all applicable Anti-Slavery and Human Trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

15.2 The Supplier shall have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance. It shall further ensure that each of its subcontractors and suppliers comply with the Anti-Slavery Policy and with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

15.3 The Supplier agrees not to engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015.

16 TERMINATION

16.1 The Company may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

16.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

16.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

16.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; and

16.2.5 the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

16.2.6 the Supplier suspends, or threatens to suspend, payment of debts, or is unable to pay debts as they fall due or admit inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay his/her debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;

16.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

16.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

17 FORCE MAJEURE

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 delay or failure results from any Force Majeure Event. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Contract by giving 14 days written notice to the affected party.

18 GENERAL

18.1 **Assignment and other dealings**

18.1.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

18.1.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.2 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.3 **Variation.** Except as set out in these Conditions, 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 Company.

18.4 **Waiver.** Except as set out in clause 2.4, 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.

18.5 **Severance.** 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.

18.6 **Notices.**

18.6.1 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 email.

18.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business 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 email, one Business Day after transmission.

18.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

18.7 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

18.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

18.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.