

CONDITIONS OF PURCHASE

General Condition.

Unless otherwise agreed in writing these General Conditions represent the only conditions upon which Unilathe Limited (the Company) is prepared to procure the goods specified (Goods) and/or the services specified (Work) for the person to whom this order is addressed (the Supplier).

1. Conformity of Order.

The quantities specified in the order shall not be exceeded nor the specification modified without prior authorisation of the Company on the Company's official order form. The cost and modification of any kind introduced by the Supplier, without such prior authorisation shall be met entirely by the supplier.

1.1 It is the Suppliers responsibility to inform the Company about the presence of any ECHA candidate listed substances reference REACH, Regulation (EC) No 1907/2006, supplied in any existing products and products supplied to the Company in the future.

2. Delivery and Passing of Title.

2.1 The Goods shall be delivered or Work performed strictly in accordance with the terms of the order and the Supplier will only be excused delay in delivery or performance in the event that it can show to the reasonable satisfaction of the Company that such delay was caused by circumstances outside its control.

2.2 Title to the Goods and risk of loss or damage to the Goods shall pass to the Company once offloaded at the destination specified in this order.

2.3 The representatives of the Company and/or Customer quality assurance representative including regulatory authorities shall have the right to visit the Supplier at all reasonable times to inspect the goods and to monitor the progress of the Work undertaken however such inspection shall not constitute acceptance.

3. Goods in transit.

3.1 Any Goods despatched by the Supplier for delivery to the Customer shall be accompanied by a delivery note prepared by the Supplier marked with the order number from the Purchase Order. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether the packaging must be returned to the Supplier.

3.2 Where some or all of the Goods have been damaged in transit (or have failed to arrive at the Customer post-despatch by the Supplier), the Supplier shall either repair to the satisfaction of the Company or replace the Goods in question (choice of repair or replacement to rest with the Company) provided that:

a). in the case of damage in transit the Company has informed the Supplier of the damage within 30 days of receiving the Goods;

b). in the case of non-delivery and where the Supplier has notified the Company of the intended date of delivery, the Company has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.

4. Inspection, Rejection and Guarantee.

4.1 The Supplier shall permit the Company to inspect the Goods and shall provide all reasonable assistance in undertaking an inspection if so required.

4.2 The Company shall not waive any rights under this contract (and its right to reject the Goods) if it does not carry out an inspection or if it approves the Goods following an inspection.

4.3 The Company may, either in writing or by email, give notice to the Supplier that it rejects any of the Goods which fail to meet the requirements of this Contract provided the Company gives such notice within 30 days of receiving the Goods.

4.4 If the Company rejects any of the Goods pursuant to this clause it shall be entitled:

- a). to have the Goods concerned either repaired by the Supplier to the satisfaction of the Company or at the choice of the Company replaced by the Supplier with Goods which comply with this Contract; or
- b). to obtain a refund of any payment it has made to the Supplier.

4.5 Subject to any alternative guarantee arrangements made between the Company and the Supplier, the guarantee period applicable to the Goods shall be 12 months from the Company putting the Goods into service or 18 months from delivery (whichever is shorter).

5. Price and Payment.

The price specified in the order shall remain fixed and binding. Invoices will be posted to the Company on the day on which the Goods are despatched or Work completed, and a monthly statement sent as soon as possible after the end of the month in which the Goods were delivered or the Work completed. Payment will fall due 60 days from the end of the month following the invoice submittal date.

6. Patent Liability.

If any allegations should be made or any claim asserted against the Company that the use or sale, or other disposition of the Goods constitutes a violation or infringement of letters patent, copyright, registered design or inventions held by others, the Supplier will indemnify the Company against and maintain the Company harmless from any loss or damage of any nature or kind (including all costs and expenses) arising out of such allegation or claim at its own cost and expense provided that this indemnity shall be of no effect if the allegation or claim made is the direct result of the Supplier following express design instructions furnished by the Company.

7. Sub-contracting.

Neither the order nor any part thereof may be assigned or sub-contracted to another party without the prior written consent of the Company.

8. Unilateral Limited Property.

All materials, tooling and other equipment which the Company may order or loan or provide to the Supplier for the execution of the order shall be at the Supplier's risk in respect of loss or damage, until returned to the Company. Such items shall be retained by the Supplier in good condition for a minimum of 3 years after completion of this order and shall not be disposed of other than in accordance with the Company's written instruction nor shall such items be used otherwise than for the purpose of this order without the prior written consent of the Company. The Supplier shall ensure that such materials, tooling, and other equipment are at all times readily identifiable as being the property of the Company.

9. Proprietary Information.

All information which the Company has divulged or may divulge to the Supplier and any information relating to that of the Company's business or products which may have come or may come into the possession of the Supplier in the course of carrying out the order shall be treated by the Supplier in confidence and shall not, without the prior written consent of the Company be disclosed to any third parties, nor used for any purpose other than the execution of this order.

10. Advertising.

The Supplier shall not refer to the Company's name, trademarks or products in connection with any advertising without the written prior permission of the Company.

11. Termination of the Order.

The Company shall have the right to terminate this order in whole or part at any time by giving the supplier notice in writing whereupon all Work on the order shall be discontinued. The Company shall pay a fair and reasonable price for all Work in progress at the time of the termination and the Supplier shall afford the Company assistance to ascertain the extent of such work in progress. The Company shall not be liable for the loss of anticipated profits or for any consequential loss whatsoever. Any claim the Supplier may have against the Company shall be submitted within 2 months of such termination after which the claim will only be met in exceptional circumstances.

12. Compliance with Law.

In carrying out its business in connection with the contract the Supplier shall comply with all the applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities.

12.1 It is a condition of the purchase order that any information the Supplier holds is under a duty to provide pursuant to clause 6 and shall be clearly marked on the goods or on any packaging in which the goods are customarily supplied by notice formally fixed to each unit of the Goods.

12.2 The Supplier shall comply with the Modern Slavery Act 2015 including ensuring that neither the Supplier nor any of its officers, employees or other persons associated with it, is engaged in slavery or human trafficking.

12.3 Where the Supplier is based outside the EU, the Supplier shall, where relevant, act as importer of the goods into the EU for the purposes of the Customer and ensure adherence to requirements of the order and the provisions of clause 12.

13. Health, Safety and Environmental.

The Supplier shall ensure compliance with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities, including where applicable to the goods, the Registration Evaluation and Authorisation of Chemicals (REACH) regime, the Waste Electrical and Electronic Equipment (WEEE) regime, the Batteries Directive, the Restriction of Hazardous Substances in Electronic and Electrical Equipment (RoHS) regime, Classification Labelling and Packaging of Substances and Mixtures (CLP) regime.

14. Product Safety.

The Supplier shall be responsible for adherence to the requirements of the contract / purchase order to fully mitigate any potential risk to product safety.

15. Ethical Dealings.

The Supplier will have systems and procedures in place to ensure the highest standards of behaviour & ethics when dealing with any product / service relating to the Customer.

16. Counterfeit / Unapproved parts.

The Supplier will have systems in place to prevent the shipping of counterfeit / unapproved parts to the Customer.