

Terms and Conditions of Purchase



- 1. General** The supplier shall be deemed by accepting or performing the Order to have accepted these Conditions. No conditions appearing on or in connection with any quotation or delivery note or any other document emanating from the Supplier shall form part of the Contract unless expressly agreed by the Company in writing.

Amendments to Order The Company may direct the Supplier by notice in writing to vary the order and the Supplier shall carry out such variation as if such were incorporated in the Order. Any such variation may include (but shall not be restricted to) additions, omissions, substitution to the goods or services. Where the supplier receives any such direction from the Company which would occasion an amendment to the Order value then the Supplier shall within 7 days advise the in writing to that effect, stating the amount involved and shall provide such further information as the Company may request. Any such amendment shall be subject to agreement by the Company acting reasonably in accordance with the levels contained in the Order and the Suppliers quotation. No variation in price shall take effect unless agreed in writing by the Company or otherwise expressly provided for in the Order.

- 2. Quality** The goods shall conform in all respects with any particulars specified in the Order and be capable of the standard of performance specified in the Order. The company or its representatives shall have the right to inspect and test the materials and workmanship of the goods at all reasonable times and places including where practicable during manufacture and if any such inspection or test is made at the Suppliers premises, the supplier shall furnish, without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or test. The Company reserves the right to return to the supplier any goods delivered in error or rejected goods at the suppliers cost and risk.
- 3. Delivery** Performance of the services or delivery of the goods is to be effected at the place and by the date stipulated in the Order, or if no date is stipulated then by a date separately advised and agreed between the Company and the Supplier, or in the absence of such an agreement then within a reasonable time.
- 4. Delay in Delivery** The supplier shall immediately give notice in writing to the company as soon as it becomes apparent that the delivery date is unlikely to be met and the Company will as soon as practicable, but without prejudice to its right under the Contract, instruct the Supplier regarding the Company's requirements.

If the supplier fails to deliver the Goods or perform the Services in accordance with this condition then the Company may at its option by notice to the Supplier either release itself from any obligation to accept and pay for the goods or services and/or cancel the Order whole or in part. Such cancellation of order shall relieve the Company or its obligation to accept or pay for the Goods or services and any monies paid by the Company in respect of the same together with any losses and expenses incurred by the Company in obtaining other goods or services in replacement shall be paid to the Company by the Supplier. When the goods have not been delivered or the services completed by the date specified in the Order and the contract makes provision for the payment of liquidated damages for late delivery, the Supplier shall pay to the Company on demand such sums as may be specified in the Order. It is acknowledged that such sum represents a genuine pre-estimate of the loss to the Company caused by such a failure to deliver.

If any delivery of goods is delayed or prevented by force majeure (i.e. circumstances beyond the reasonable control of the company or the supplier including, but not limited to, government intervention, war, strikes and lock-outs) such delivery shall be suspended and if it cannot be made within a time after the due date which is acceptable to the Company, the purchase order may be cancelled in writing in whole or in part.

- 5. Delivery and Access** A detailed advice note must accompany the goods on delivery and the only signature of an authorised Company employee on such advice note will be accepted as proof of delivery. Signature on behalf of the Company shall not be construed as acceptance of either the quantity or quality of the goods delivered or as a waiver to any rights or remedies under the contract including the right of rejection. All advice notes must have the Company's order number marked on them and failure to do so may result in the Goods not being accepted for delivery or delay in payment of the Price.
- 6. Packaging and Labelling** Unless otherwise agreed in writing the Supplier shall be responsible for, and the price shall include the cost of suitable packing and delivery. Damage to goods not packed or unsuitably packed shall be at the supplier's cost and no additional charge for demurrage or carriage will be accepted by the Company from the supplier or from any other party and any such charge incurred by the Company shall be paid by the supplier.
Goods packaged in unsuitable packing material (including, but not limited to) polystyrene chips and shredded paper will be rejected. The goods shall be marked in a proper manner and in accordance with the Company's instructions and any statutory requirements and any requirements of the carriers.

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- 7. Guarantee and Year 2000 Compliancy** The supplier warrants that neither the performance nor the functionality of the goods will be adversely affected by any effect upon the date format (being the field configuration and associated processing which contains date information within any part of the goods) of the advent of the year 2000. In particular and without prejudice to the generality of the foregoing:

 - No valid value for the current date will cause any interruption in the operation of the Goods
 - All manipulations of time-related data will produce the desired results for all valid date values within the application domain.
 - All elements in interfaces and data storage will permit specifying the century to eliminate date ambiguity.
 - Where any date element is represented without a century, the correct century shall be unambiguous for all manipulations involving that element; and
 - The year 2000 must be recognised as a leap year
- 8. Invoicing and Payment** Invoices are to be rendered to the Company Head Office .A separate Invoice is required for each individual order. Each invoice must quote the relevant order number. If no order number is quoted, the invoice may be rendered to the supplier for proper identification and payment delayed as a result. Unless otherwise agreed in writing, payment will be made after final receipt and acceptance of the Goods or services including necessary documentation and within 30 days of receipt of a correctly submitted and valid VAT invoice. The supplier shall have no right to charge interest or any other additional sum on any amount owed by the Company.
- 9. Passing of Property and Risk** The property and risk in goods shall remain with the supplier until they are delivered in accordance with the purchase order, provided that where advance payments are made by the Company to the supplier in respect of goods then title therein shall pass to the Company upon such payment but risk therein shall remain with the supplier until the goods are delivered in accordance with the purchase order.
- 10. Confidentiality** All information contained in the Order or in the documents referred to therein, or other information relating to the Company's business which may come into the Suppliers possession in the course of executing the order, shall be treated as confidential and shall not be disclosed to any party or used for advertisement, display or publication or for any other purpose without the Company's written consent. The Supplier shall ensure that where assignment or sub-contracting is authorised by the company such provisions are incorporated therein. The supplier shall not refer to the Company or the Order in any advertisement without the Company's prior written agreement.
- 11. Assignment and Sub-contracting** The supplier shall not without the Company's consent in writing, assign or sub-contract the Order in whole or in part. Any assignment or sub-contracting shall not relieve the Supplier of its obligations arising under the contract.
- 12. Law** The contract and all matters pertaining thereto shall be governed by the Law of Scotland and the Supplier agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.
- 13. Year 2000 Compliance** The supplier shall guarantee that the performance or functionality of goods supplied will not be adversely affected by any effect upon the date format field configuration, and associated processing that contains date information within any part of the goods.
- 14. CE Marking** The Supplier shall guarantee that goods supplied by them will conform to European Directive 93/68/EEC. In the event that a request for goods does not meet this criterion, except where items are specified by the Company, they will hold and highlight pending company approval and written acceptance of non-approved electrical equipment.
- 15. Anti-Bribery Compliance** The Supplier shall: comply fully with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; read and comply fully with the Company's Statement of Ethics (refer to Company website for copy); maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant laws; immediately report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement; ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.
- 16. WEEE Compliance** By 1st July 2007, supplier will insure that goods supplied will comply with European Directive 2002/96/EC. All goods covered by this directive supplied prior to this date will have the WEEE symbol marked on the equipment.

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17. **ROHS Compliance** The supplier will ensure compliance with the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS). This came into force on the 1st July 2006, and is an article 95 single market directive. In short, it ensures that new products brought onto the market after 1st July 2006 do not contain more than an agreed amount of "black listed" chemical substances. The supplier is bound by our terms and conditions to comply with this legislation.

18. **ATEX Compliance** – The supplier must ensure that all hazardous area equipment is compliant to the ATEX directive 94/9/EC that became mandatory on 30 June 2006 except where items are specified by the Company. In the event that a request for goods does not meet this criterion, the supplier will hold and highlight pending company approval and written acceptance of non-approved electrical equipment.