



Conditions of Purchase

1. INTERPRETATION.

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

'Conditions of Purchase' means the terms and conditions set out in this document. This shall apply to the Contract unless the Order refers to a Specific Contract, in which case the specific contract shall apply in conjunction with these terms and conditions but at all times the specific contract shall take precedence; together with any other terms or conditions incorporated into the Contract by express written agreement between Cheshire Seals and Components Ltd ("CS&C") and the Supplier.

'Contract' means the contract for supply of the Goods and/or Services and comprises these Conditions of Purchase, the Order and where appropriate any specification, description, drawing or sample of the Goods or Services, delivery schedule or other document referred to in the Contract.

'Delivery Address' means the delivery address specified in the Order.

'Goods' means the goods (if any) to be provided by the Supplier and as specified in the Order.

'Order' means the purchase order (which is subject to these Conditions of Purchase) setting out details such as whether there is a specific contract, the specification, quantity, price, delivery time, Delivery Address, date and invoicing requirements which may be expressed either in hard copy by mail or in some form of electronic communication.

'Services' means the services (if any) to be provided by the Supplier and as specified in the Order.

'Specific Contract' means a consultancy agreement or contract between the Supplier and CS&C where the terms and conditions of the 'Specific Contract' shall take precedence over any contained in these Conditions of Purchase.

'Supplier' means the person, firm or company identified as the supplier in the Order and CS&C means Cheshire Seals and Components Limited, having its place of business at Birch Court, Grosvenor Grange, Woolston, Warrington, WA1 4GD, United Kingdom. Registered Number 7280790.

The headings in these Conditions of Purchase are for convenience only and shall not affect their construction.

2. AGREEMENT TO PURCHASE.

2.1 The Supplier shall be deemed to have accepted all the Conditions of Purchase

for the Contract to the exclusion of any other terms or conditions contained in any quotation, tender, acknowledgement, acceptance of order, delivery note, or any other document of the Supplier unless agreed otherwise in writing by CS&C.

2.2 These Conditions of Purchase shall apply to the Contract to the exclusion of any other terms and conditions (unless the Order states that a Specific Contract applies for the Supply of Goods and/or Services) on which any quotation has been given to CS&C or subject to which the Order is accepted or purported to be accepted by the Supplier.

2.3 No variation of the Conditions of Purchase or Order shall be binding unless made by written agreement between CS&C and the Supplier.

3. PRICE.

3.1 The price of the Goods and Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of value added tax (which shall be payable by CS&C subject to receipt by CS&C of a value added tax invoice) and inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the Delivery Address and any other duties or imposts other than value added tax.

3.2 CS&C shall be entitled to set off against any sum due to the Supplier any sum owed to CS&C by the Supplier.

4. QUALITY AND DESCRIPTION.

4.1 Any Goods supplied shall be of first class quality and durability and be fit for their stated purpose. Any Services supplied shall be carried out with all reasonable skill, care and diligence. Any Goods or Services supplied shall conform as to quality, quantity and description with the specifications, stipulations and other information contained in the Order as supplied by CS&C to the Supplier or agreed in writing by CS&C and shall correspond in all respects with any samples or patterns provided by the Supplier to CS&C or by CS&C to the Supplier.

4.2 The Supplier shall comply with any applicable regulation and other legal requirements concerning the manufacture, packaging, carriage, packing and delivery of the Goods and/or the performance of the Services.

4.3 The Supplier shall, if requested by CS&C, supply details of any Quality Management System that they operate and evidence of any approval to ISO 9001 or other similar quality system specification. Furthermore, if CS&C requires further evidence of the Supplier's ability to meet satisfactory quality standards, the Supplier shall allow CS&C to carry out an appraisal of their systems.

5. INSPECTION AND TESTING.

5.1 The Supplier shall permit CS&C to inspect and test the Goods at any time during manufacture, processing or storage and to inspect and test performance of the Services at the premises of the Supplier or any third party and the Supplier shall provide or procure the provision of all such facilities and accommodation as may reasonably be required by CS&C for Inspection and testing. The Supplier shall at the request of CS&C supply to CS&C a copy of the Supplier's test sheets certified by the

Supplier to be a true copy.

5.2 If, as a result of such inspection or testing, CS&C is of the opinion that the Goods and/or Services do not comply with the Contract or are unlikely on completion of manufacture or processing so to comply, upon CS&C so informing the Supplier, the Supplier shall immediately take such steps as may be necessary to enable the Supplier to comply with the Contract.

5.3 For the avoidance of doubt such inspection or right to inspect on the part of CS&C shall not constitute acceptance or approval by CS&C of the Goods and/or Services.

6. DELIVERY.

6.1 The Goods shall be delivered and the Services shall be performed at the Delivery Address or as may be directed by CS&C on the date or within the period stated in the Order in either case during CS&C's usual business hours where the date of delivery of the Goods or of performance of the Services is not specified in the Order, the Supplier shall give CS&C reasonable notice of the date therefore.

6.2 CS&C shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until CS&C has had a reasonable time to inspect them following delivery or, if later, when a reasonable time after any latent defect in the Goods has become apparent.

6.3 Time of delivery of the Goods and of performance of the Services, shall be of the essence to the Contract.

6.4 Any extension of time for delivery or performance must be agreed in advance between CS&C and the Supplier in writing.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments the Contract will be treated as a single contract and not severable.

6.6 Delivery shall not be affected until the Goods have been unloaded and accepted by an authorised officer, employee or representative of CS&C. The Services shall not be deemed completed until they have been accepted by an authorised officer, employee or representative of CS&C.

6.7 The Order Number must be quoted in all correspondence relating to the Order. A delivery or advice note must accompany all Goods despatched to the Delivery Address. Goods or Services not accompanied by a delivery or advice note may be refused. The Supplier shall give CS&C in good time any instruction or information required to enable CS&C to take delivery of the Goods and/or performance of the Services.

7. TITLE AND RISK.

7.1 Property in and title to the Goods shall pass to CS&C upon delivery unless payment is made prior to delivery in which case it shall pass to CS&C once payment has been made and the Goods have been appropriated to the Contract.

7.2 Risk of damage to or loss of the Goods supplied shall pass to CS&C upon delivery

in accordance with the Contract.

7.3 The Supplier shall insure the goods to their full value against all risks of damage or loss prior to completion of delivery by whosoever affected.

8. WARRANTIES AND LIABILITIES.

8.1 The Supplier warrants to CS&C that the Goods will:

- 8.1.1 be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by CS&C,
- 8.1.2 be free from defects in design, material and workmanship,
- 8.1.3 correspond with any specification or sample,
- 8.1.4 comply with statutory requirements and regulations relating to the sale of the Goods.

8.2 The supplier warrants to CS&C that the Services will be performed by appropriately qualified and trained personnel acting with all reasonable skill, care and diligence and to a high standard of quality as it is reasonable for CS&C to expect in all the circumstances, and in accordance with all relevant standards and statutory requirements and regulations relating to the provision of the Services.

8.3 The Supplier shall indemnify CS&C against all liabilities, costs, damages, expenses (including legal expenses) and claims made against or awarded against, or incurred or paid by CS&C as a result of or in connection with:

- 8.3.1 any breach of any warranty given by the Supplier in relation to the Goods or Services,
- 8.3.2 any claim that the Goods infringe or the importation, use or resale infringes the patent, copyright, design, right, trademark or other intellectual property rights of any other person except to the extent that any such claim arises from compliance with a specification or design supplied by CS&C,
- 8.3.3 any liability under the Consumer Protection Act 1987 in respect of the goods,
- 8.3.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying delivering and installing the Goods or in performing the Services,
- 8.3.5 the supply, delivery and installation of the Goods and the performance of the Services provided however, that nothing in this sub-clause 8.3.5 shall render the Supplier liable to indemnify CS&C insofar as the matter in respect of which CS&C seeks indemnity has been caused by the negligence of CS&C or its employees acting in the course of their employment.

8.4 Without prejudice to any other remedy, if any Goods are not supplied or performed in accordance with the Contract, then CS&C shall be entitled to:

- 8.4.1 require the Supplier to repair the Goods or to supply replacement Goods or Service in accordance with the Contract within 7 days at the Supplier's cost; or
- 8.4.2 at CS&C's sole option and whether or not CS&C has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as undischarged by the Supplier's breaches and require the repayment of any money which has been paid to the Supplier.
- 8.4.3 Nothing in this contract shall prejudice any rights which CS&C may have including rights of rejection or termination.

9. FORCE MAJEURE.

9.1 CS&C shall not be liable for any failure to take or make use of the Goods or Services or for any delay in taking or making use of the same which is due wholly or partially to any strike,

lock-out or other industrial action.

10. TERMINATION.

10.1 CS&C may by notice in writing to the Supplier terminate the Contract immediately if the Supplier fails at any time to perform the Contract with due diligence and expedition or if the Supplier breaches the Contract in any other way or if the Supplier becomes bankrupt or insolvent or has a receiving order made against it or being a company, is ordered by the court to be wound up or if it passes or purports to pass a resolution to enter into liquidation (whether compulsory or voluntarily) or if it ceases or threatens to cease to carry on its business for any reason. Upon such termination, CS&C shall be at liberty to enter into any agreement with such other persons, companies or firms as CS&C may think fit in respect of the provision of the Goods and/or Services and CS&C shall be entitled to recover from the Contractor all costs and damages incurred by CS&C in consequence of the termination of the Contract. The termination or expiry of the Contract shall not prejudice or affect any right of action or remedy which has accrued or shall accrue to either party.

11. GENERAL.

11.1 The Order is personal to the Supplier and the Supplier shall not without the written consent of CS&C sub-contract or assign all or any of its rights or obligations under the Contract or any part of the Contract.

11.2 Any consent given by CS&C to the Supplier under Condition 11.1 shall not impose any duty on CS&C to enquire as to the competency of any sub-contractor and the Supplier shall ensure that any sub-contractor is competent and that performance of the Contract is properly carried out.

11.3 No waiver by CS&C of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of these Conditions of Purchase is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Purchase and the remainder of the provisions in question shall not be affected thereby.

11.5 Any notice required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.6 Neither the existence or terms of the Order shall be used by the Supplier for the purposes of advertisement or publicity without the prior written consent of CS&C.

11.7 The Contract does not confer (and is not intended to confer) any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

11.8 This Contract does not either, create a partnership between CS&C and the Supplier, or make one of the parties the agent of the other for any purpose.

11.9 The Supplier warrants that it owns all intellectual property rights in all documents,

drawings, computer software and other work specifically prepared or developed by the Supplier under the Contract ("**the Materials**") and that the use by CS&C of the Materials shall not infringe the rights of any third party. The Supplier hereby assigns the Materials with full title guarantee to CS&C and waives all moral rights in relation to the same. The Supplier shall provide CS&C with copies of all materials and or documents relied upon or referred to in the creation of the Materials with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such works in connection with the use of the Materials.

11.10 The Supplier undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of CS&C any trade or business secret or other information by its nature or expressed to be confidential supplied by CS&C to the Supplier. The provisions of this will survive any termination of the Contract for a period of two years from termination.

11.11 The Supplier shall comply with all its obligations under the Data Protection Act 2018 and, if Processing Personal Data on behalf of CS&C, shall only carry out such Processing for the purposes of providing the Goods and/or Services in accordance with instructions from CS&C and in full compliance with GDPR.

11.12 This Contract shall be governed by English Law and the Parties shall submit to the exclusive jurisdiction of the English courts.

11.13 The Supplier shall remove all surplus material and rubbish arising from the supply of Goods or Services and shall leave the working area clean, tidy and to the satisfaction of CS&C.

11.14 The Supplier warrants that any software, whether contained within Goods supplied or otherwise, is guaranteed to have been fully tested to ensure that it shall be free from malicious code of any kind.

12. TERMS OF PAYMENT.

12.1 Payment terms are 60 days from date of invoice (the 'due date') unless otherwise agreed in writing.

12.2 If any undisputed monies are not paid by the due date, then the Supplier or CS&C (as applicable) may charge interest on such undisputed monies on a day to day basis from the date falling 10 days from when payment fell due, (or such other date as may be agreed in writing between the parties), to the date of payment (both dates inclusive) at the rate of eight (8) per cent per annum over the base lending rate of the Bank of England from time to time. The parties agree that this clause provides each of the parties with a substantial remedy in respect of any late payment of sums due for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998).

13. ENVIRONMENTAL POLICY.

13.1 CS&C is committed to minimising the environmental impact of its and its supplier' activities. Accordingly, in supplying the Goods/Services the Supplier is required to be cognisant of the requirements of an Environmental Policy that complies with, or is leading to ISO 14001 or similar standard.

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