

OLIVER ASHWORTH LIMITED

STANDARD CONDITIONS OF PURCHASE

These Conditions apply to any contract entered into by Oliver Ashworth Limited for the purchase of goods and/or services.

1. DEFINITIONS

- 1.1. In these Conditions: -
the following words and expressions have the following meanings: -
- "Authorised Officer"** any of Company's employees who are authorised to deal with the Contract in all respects, and whose identity is notified to the Supplier from time to time.
- "Company"** Oliver Ashworth Limited (Company Number 0936122) whose registered office is at Mill Hill Street, Bolton, England BL2 2AB
- "Conditions"** The general conditions of purchase of the Company set out below and any other special conditions specified in the Purchase Order.
- "Contract"** the Order (or Order Amendment as applicable), the Framework Agreement, these Conditions, Purchase Order, any other documents attached to the Purchase Order and specifically referred to therein and any documents expressly referred to in the Purchase Order but not attached.
- "Customer"** any customers of the Company which purchase the Goods or their customers or ultimate end users of the Goods
- "Framework Agreement"** any bespoke supply agreement between the Company and the Supplier for the provision of Goods and/or Services over a given period which governs the general principles of supply, and which is not an individual Order.
- "Goods"** the goods, materials, parts and mechanism (including any instruments) described in the Order.
- "Intellectual Property Rights"** any registered trademarks, rights to inventions, data base rights, patent, copyright or registered design or any other industrial or intellectual property right or any passing-off acting in any part of the world.
- "Order"** The Company's written order to purchase the Goods and/or Services as set out in the Purchase Order.
- "Order Amendment"** an amendment made to an Order in writing by the Company prior to delivery or performance by Supplier.
- "Parties"** the Company and the Supplier together.
- "Person"** an individual, body corporate, unincorporated association, partnership or entity having a separate legal personality.
- "Price"** The price payable for the Goods and/or Services as stated in the Purchase Order
- "Purchase Order"** the purchase order form delivered (either in PDF format or on paper) by the Company to the Supplier.
- "Services"** the services described in the Order.
- "Specification"** the specification or performance requirements of the Goods or Services as described in the Order.
- "Working Days"** 9am to 5pm Monday to Friday (inclusive) other than on public holidays.
- "Supplier"** The person or firm from whom the Company purchases the Goods and/or services.
- 1.2. The singular includes the plural and vice versa, and words importing one gender include all genders.
References to writing or written including email
In the event of any conflict or ambiguity in a Contract, the order precedence shall be as follows: -
- 1.2.1 the Purchase Order (or Order Amendment);
 - 1.2.2 the framework Agreement (where applicable);
 - 1.2.3 these conditions;
 - 1.2.4 any other documents attached to the purchase Order and specifically referred to therein;
 - 1.2.5 any document expressly referred to in the Purchase Order but not attached.

2. ACCEPTANCE

- 2.1. This Order constitutes an offer by the Company to purchase the Goods and/or Services subject to these Conditions and no Order shall be accepted or Contract come into existence until the supplier either expressly by giving written notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.2. Fulfilling the Order (delivery of the Goods or performance of the Services in whole or in part) shall be deemed unconditional acceptance of the Order by the Supplier.
- 2.3. Subject only to Condition 2.4, all Contracts between the Company and the Supplier are deemed to be exclusively on these Conditions, to the exclusion of any terms and conditions the Supplier may try to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4. No quotation, agreement or variation in any way modifying the Order, the Conditions or the Contract shall be accepted by or binding on Us, unless expressly accepted in writing by an Authorised Officer.
- 2.5. No Goods or Services shall be supplied without an Order.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.7. Any Specification supplied by or specifically produced by the Company provided to the Supplier in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Company grants the Supplier a nonexclusive, royalty free, non-transferrable licence to use the Specification for the purposes of fulfilling the Contract.

3. DELIVERY

- 3.1 The Goods shall be delivered DDP (Incoterms 2020) to the place of business of the Company or such other destination specified in the Purchase Order or as may be agreed between the Parties in writing prior to delivery.
- 3.2 Any deliveries made not in accordance with this Contract may (at the Company's discretion) be returned to the Supplier at the Suppliers expense and risk, The Supplier shall pay all costs of packing, handling and sorting of such deliveries incurred by the Company within 30 days of the date the Company renders its invoice for such costs.
- 3.3 All Goods must be delivered at the delivery location specified in the Purchase Order. If Goods are delivered to a location other than that specified in the Purchase Order, the Supplier will be held responsible for any additional expense involved in handling and delivering the Goods to the correct destination.
- 3.4 Delivery of the Goods or performance of the Services shall be made on the date specified in the Purchase Order or on such other date as the Parties may subsequently agree in writing.
- 3.5 The Supplier must notify the Company in writing at least 48 hours before they intend to make any delivery (unless the Company specifically request an earlier delivery).
- 3.6 Time for delivery or performance shall be of the essence.
- 3.7 If delivery or performance is not made on the date specified in the Purchase Order, without prejudice to the Company's rights of action for breach of contract or otherwise the Company reserves the right to
 - 3.7.1 cancel the Contract in whole or in part including any undelivered balance of the Goods
 - 3.7.2 return for full credit at the expense of the Supplier any Goods that in the opinion of the Company can no longer be used as a result of the Contract being cancelled: and
 - 3.7.3 recover from the Supplier any expenditure incurred in obtaining the Goods in substitution from others.
- 3.8 The Supplier shall comply with any reasonable instructions relating to delivery issued by the Company from time to time.
- 3.9 Deliveries will only be accepted by the Company during normal working hours and will not be accepted on bank or other public holidays.
- 3.10 Where the Company agrees to accept deliveries in instalments the contract shall be construed as a single contract for each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Company at their discretion to cancel the Order, including any existing and future instalments without liability.
- 3.11 Where Goods are delivered directly to a destination which is not one of the Companies places of business, the Supplier shall no later than 48 hours after delivery send proof of delivery to the branch of the Company which issued the Order.

The Company shall not be deemed to have accepted the Goods until the Company or, where the Goods are delivered direct to a Customer, the Customer has had 10 days to inspect the Goods following delivery.

4 PACKING, MARKING AND DOCUMENTATION

- 4.1 All Goods shall at the Suppliers expense be packed, marked and delivered in accordance with any requirements set out within the Purchase Order.
- 4.2 All deliveries shall be accompanied by a delivery note, and or bill of lading which, inter alia shall bear the applicable Order number, Order date, delivery date, number of packages, contents and the location to where the Goods are to be delivered. Where the Goods are delivered in part, the delivery note, or bill of lading must show the outstanding balance to be delivered.
- 4.3 Invoices must show the applicable Order number, delivery date and delivery location, each item delivered shall be expressed on a separate line detailing quantities and unit rates which align with that expressed on the applicable Purchase Order.
- 4.4 A separate invoice must be rendered for each individual delivery.
- 4.5 You agree on request to supply Us with any necessary declarations and documents, stating the origin of the Goods.
- 4.5.1 a certificate of conformance (COC) to specification;
- 4.5.2 a certificate of origin (COO);
- 4.5.3 a declaration of performance (DOP)
- 4.5.4 an environmental product declaration (EPD); and
- 4.5.5 any other form of certification or declaration required to satisfy or confirm compliance with national standards, regulations, directives or legislation applicable to the Goods.

5. ORDER AMENDMENTS

- 5.1 The Company may, before delivery or performance, send the Supplier an Order Amendment adding to, deleting or modifying the Goods or Services. Any such Order Amendment shall take precedence over the Order to which it relates. If the Order Amendment results in a change to the Price or delivery date, then the Supplier shall suspend performance of the Contract and notify the Company without delay (but no later than 3 working days from the date of receipt of the Order Amendment), calculating the new price and delivery date at the same level of cost and profitability as the original Price.
- 5.2 The Company will not be bound to accept any increase in the Price, or revision of the delivery date, until an Authorised Officer so confirms in writing. If the Company does not agree to any increase in Price or revision in delivery dates following the issue of an Order Amendment, then the original Contract shall (subject to the Company's right of cancellation pursuant to Condition 6) continue.

6. CANCELLATION

- 6.1 In addition to the Company's other rights under this Contract, the Company may cancel the Order and any Order Amendment in whole or in part thereto without liability if the Order is not completed in all respects in accordance with the Contract.
- 6.2 The Company may cancel the Order and any Order Amendment thereto at any time and for any reason by sending the Supplier a notice of cancellation, whereupon all work on the Contract shall cease. The Company will pay reasonable expenses incurred by the Supplier prior to the Contract being cancelled, all such expenses to be evidenced in writing by the Supplier which shall not exceed the value of the Goods stated on the Purchase Order that constitute the work in progress.
- 6.3 Any such payment shall constitute the Company's sole liability upon cancellation, and the Supplier shall observe the general duty to mitigate its losses by seeking to dispose of the Goods or offer the Services in an alternative manner.
- 6.4 The total of all payments made or due to the Supplier under this Contract, including any cancellation payment, shall not exceed the Price. If the Supplier fails to submit a cancellation claim within two weeks of the date of the Company's notice of cancellation, then the Company shall have no further liability under this Contract.

7. OBSOLETE STOCK

- 7.1 Should the Supplier choose to discontinue any Goods held as a stock item by the Company, then the Supplier shall collect all such Goods and issue a credit to the Company at the full Price expressed on the appropriate Purchase Order.

8. LATE DELIVERY OF SERVICE

- 8.1 If the Services or any part of them are not performed on the date specified in the Purchase Order then the Company reserve the right by written notice to cancel any Services yet to be performed. The Company may have the work performed by alternative means and any additional costs reasonably so incurred shall be at the expense of the Supplier. This shall not affect any other rights the Company may have.

9. QUALITY AND COMPLIANCE

- 9.1 The Goods shall:
- 9.1.1 be without fault and conform with the manufacturers published specification;

- 9.1.2 conform in every respect with the provisions of the Specification, in the event of any conflict between the manufacturers published specification and the Specification, conformity with the Specification will prevail;
- 9.1.3 be properly packed and secured to enable them to reach their destination in good condition;
- 9.1.4 be capable of all standards of performance specified in the Contract;
- 9.1.5 be fit for any purpose expressly made known to the Supplier and in this respect the Company relies upon the skill and judgment of the Supplier;
- 9.1.6 be of first class materials and workmanship
- 9.1.7 correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- 9.1.8 comply with any current legislation;
- 9.1.9 carry the CE and or UKCA Mark if applicable and when appropriate.

- 9.2 The Supplier of the Goods shall ensure that it and any of its manufacturers maintain a quality assurance system, which fully complies with the requirements of and is independently certified to ISO 9001:2015 which the Company reserves the right to audit upon request subject to giving reasonable prior notice.
- 9.3 Without prejudice to Condition 9.1, the Goods, their manufacture, labelling and information relating to them shall comply in all respects with all relevant, national standards, regulations, directives or legislation applicable to the Goods.
- 9.4 The supplier shall upon written request collaborate with the Company by providing evidence relating to the carbon footprint of the Suppliers organisation including;
- i) emissions from sources owned and controlled directly by the Supplier or those which the Supplier cause indirectly (Scope 1 & 2 Emissions);
- ii) those emissions that are not produced from activities or from assets owned or controlled by the Supplier, but by those the Supplier is indirectly responsible for up and down the value chain (Scope 3 Emissions);
- iii) the life cycle of the Goods;
- iv) the percentage of recycled materials incorporated within the Goods when produced; and
- v) the extent to which the finished Goods may be recycled at end of their life cycle.
- 9.5 The Supplier warrants that any information they provide to the Company in accordance with this Condition is complete and accurate.
- 9.6 The Supplier shall comply with and bear all the costs of compliance with all standards, regulations, directives and legislation applicable to the Goods.

10. SUPPLY OF SERVICE

- 10.1 The Services must meet the governing Specifications referred to in the Contract as to quality and description and be performed with best care, skill and diligence in accordance with best industry standard.
- 10.2 The Supplier shall comply with all reasonable instructions, provide all equipment and tools, maintain all licenses and consents required to perform the Services and observe all health and safety rules, regulations and security requirements specific to the site or premises where the Services are to be undertaken.

11. LIABILITY

- 11.1 The Supplier will fully and effectively indemnify the Company on demand from and against all direct losses, damages, injury, costs and expenses of any kind (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
- 11.1.1 defective workmanship, quality or materials;
- 11.1.2 any claim made against the Company in respect of any loss, damage, cost or expense sustained by the Company's employees or agents to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and or Services as a consequence of a breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier; and
- 11.1.3 Any claim made against the Company by a third party for death, personal injury or damage to property caused by, relating to or arising from a defect in the Goods or provision of Services.
- 11.2 Subject to Condition 0, in no event shall the Supplier be liable to the Company, whether under contract, statutory law, tort or otherwise, for any indirect, incidental or consequential loss or damage, including but not limited to loss of profit, loss of use, loss of production or penalty payments.
- 11.3 Nothing in these Conditions or this Contract excludes or restricts either Parties liability for any matter that cannot lawfully be excluded or restricted.
- 11.4 Subject to Condition 0, in no event shall the Company be liable to the Supplier, whether under contract, statutory law, tort or otherwise, for any indirect, incidental or consequential loss or damage, including but not limited to loss of profit, loss of use, loss of production or penalty payment.
- 11.5 The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Suppliers performance of the Contract. This clause 11.5 shall survive termination.

12. FORCE MAJEURE

- 12.1 Neither Party shall be liable to the other for a failure to perform under a Contract due to circumstances beyond a Parties reasonable control including, without limitation: acts of God, governmental actions, war or national
- 12.2 In the event of a failure by the Supplier to perform as required by a Contract arising from any of the causes or events set forth in Condition 0, the Company shall be entitled to obtain the Goods or Services elsewhere for the duration of such failure and to correspondingly reduce the quantity, or amount of the Goods or Services ordered from the Supplier under such a Contract.
- 12.3 In the event of any failure by the Supplier to perform as required by a Contract arising from any of the causes or events set forth in Condition 12.1 occurs and its effect continues for a period of 30 days, the Company shall be entitled to terminate the Contract without liability to the Supplier.
- 12.4 For the purposes of this Condition, any strikes, lock outs, or industrial disturbance, or financial impunity or lack of funds on the part of the Supplier or any delays in the Suppliers supply chain shall not be deemed to be beyond reasonable control of the Supplier.

13. PRICE

- 13.1 The Supplier will sell the Goods to the Company and/or perform the Services for the Price specified on the Purchase Order.
- 13.2 No increase in price will be accepted without prior written agreement of the Company
- 13.3 Unless otherwise agreed in writing by the Company the Price specified on the Purchase Order shall be exclusive of value added tax but inclusive of all other charges.

14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, the Company shall be entitled to terminate the Contract without liability to the Supplier by giving notice at any time if: -
- 14.1.1 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), obtaining a moratorium, 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
- 14.1.2 the Supplier becomes insolvent; or
- 14.1.3 the Supplier commits a material breach of the Contract (which shall include without limitation failing to comply with the Company's instructions and failing to maintain progress of Services as required); or
- 14.1.4 the Supplier suspends, threatens to suspend, or ceases, or threatens to cease, to carry on business; or
- 14.1.5 the Company reasonably believes that any of the events mentioned above are about to occur; or
- 14.1.6 the Supplier commits any offence under the Bribery Act 2010 or any other act of fraud or corruption (which includes without limitation any anti-competitive conduct) whether under or in connection with this Contract or otherwise; or
- 14.1.7 the Supplier loses any industry accreditations or quality standards the Company considers as necessary for the Supplier to continue the Contract.
- 14.2 Termination of the Contract, however arising shall not affect the Company's rights accrued up to the date of termination. The Conditions which have effect after termination shall continue to be enforceable notwithstanding termination.

15. TRANSFER OF TITLE

- 15.1 Title in the Goods shall pass to the Company upon receipt by the Supplier of payment in full for the Goods or if earlier when the Company resell the goods in the normal course of the Company's business.
- 15.2 The Supplier shall have no right to claim or retake possession of Goods once title in the Goods has passed to the Company.
- 15.3 Risk of damage to or loss of the Goods shall pass to the Company only when the Company have unloaded the Goods. The Company will insure the Goods once they have been unloaded at the premises of the Company, but that is without prejudice to the Company's right to reject those Goods in accordance with this Contract if they later prove substandard or defective.

16. WARRANTY AND REMEDIES

- 16.1 The Supplier warrants that the design, construction and quality of any Goods to be supplied to the Company comply in all respects with any statute, statutory rule, order or regulation which may be in force at the time and will be fit and suitable for the purpose intended, be of merchantable quality, of good material and workmanship and be free from defect. The warranties provided for in in this Condition shall be in addition to those implied by or available by law and shall exist notwithstanding the Company's acceptance of all or any part of the Goods in respect of which such warranties and remedies are applicable.

16.2

Without prejudice to any other right or remedy the Company may possess, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract or a defect in design, specification, materials, workmanship or operating characteristics develops in the Goods during the first 24 months from the later of either (1) the delivery date or (2) being put into service by the Company (or a Customer) and where such failure is capable of remedy the Supplier fails to remedy such failure within 7 days of receiving written notice from the Company requesting the same, the Company shall at their discretion be entitled to avail themselves of any one or more of the following remedies, whether or not any part of the Goods have been accepted:

- 16.2.1 to rescind the Order;
- 16.2.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and expense of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith to the Company;
- 16.3.3 at the Company's option and at the Suppliers expense give the Supplier the opportunity either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 16.2.4 at the Company's option and the Suppliers expense either to remedy any defect in the Goods or to obtain replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; and
- 16.2.5 to refuse to accept any further deliveries of the Goods but without any liability to the Supplier.

The Supplier shall guarantee any replacement, altered or repaired part or parts of the Goods for a period of a further 24 months.

16.3

Without prejudice to any other rights or remedy the Company may possess, if any defect in the Services develops during the first 24 months from the date of performance the Supplier shall without limitation to other legal rights and remedies of the Company, carry out all necessary alterations or corrections at their expense. If the defective Services cannot be corrected, the Supplier shall promptly refund the full price paid. The Supplier shall guarantee any corrective work carried out for a period of a further 24 months.

17. INTELLECTUAL PROPERTY

17.1

The Supplier shall indemnify the Company against all claims, costs and expenses resulting from any infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and assist in the defence of any action brought against the Company. The Supplier shall not be liable under this Condition if any such infringement is due solely to manufacture of Goods strictly in accordance with designs, plans or specifications supplied by the Company.

18. ASSIGNMENT AND SUB CONTRACTING

18.1

The Parties shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party. Any such consent shall not relieve either Party of any obligation to comply with these Conditions.

19. CONFIDENTIALLY

19.1

The Parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, prices, margin, project pricing, commercial strategy, or initiatives which are of a confidential nature and have been disclosed by one Party to the other or its agents and any other confidential information concerning either Parties business or products which either may obtain. The Parties shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging their obligations and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

19.2

The obligations set forth in Condition 19.1 shall cease to apply to knowledge or information which:

- i) has or may come into the public domain (provided that such information does not result from the receiving party's unauthorised disclosure to the public); and
- ii) is required to be disclosed by a regulatory authority, by law or by an order of a court of competent jurisdiction.

20. TERMS OF PAYMENT

20.1

Payments will be made in accordance with the terms of the Order. If no terms are specified in the Order, then payment will be made on the Company's standard terms of payment (which as at the date of these Conditions, is 60 days from the end of the month during which a proper invoice is raised).

21. RECOVERY OF SUMS DUE

21.1

Whenever under the Contract any sums of money shall be recoverable from or payable by the Supplier, the Company may deduct from them any sums then due from the Company to the Supplier, or which at any later time may become due to the Supplier under the Contract.

22. INSURANCE

- 22.1 The Supplier shall hold satisfactory insurance cover with a reputable insurer to fulfil their insurance obligations for the duration of this Contract and for 6 years thereafter including:
- 22.1.1 public and products liability insurance cover of at least £5M (five million pounds Sterling) in respect of each and every claim
 - 22.1.2 employer's liability insurance in accordance with applicable legislation.
 - 22.1.3 professional indemnity insurance only where the Supplier provide design or advisory services to the Company for the period where the advice or design services are provided for a minimum amount of £2million in respect of each and every claim.
- 22.2 Satisfactory evidence of insurance and payment of current premiums shall be made available to the Company upon request. The Supplier shall ensure that third party and public liability insurance contains an indemnities to principals clause.

23. SEVERABILITY AND THIRD-PARTY RIGHTS

- 23.1 In the event that any one or more of the Conditions shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.
- 23.2 A Person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24. NOTICES

- 24.1 Unless otherwise stated in the Contract Documents (and except for routine communications of an administrative nature), any notice or communication required by the Contract to be given by either Party to the other shall be in writing addressed to its registered address or principal place of business. Such notice or communication shall be given by first class post or recorded delivery or by hand. Notice given by hand shall be effective immediately. Notice by recorded or postal delivery shall be of effect two working days after the date of posting.

25. ANTI BRIBERY AND CORRUPTION

- 25.1 The Supplier shall comply with all applicable anti-bribery and anti-corruption legislation including without limitation, the Bribery Act 2010 and any other applicable directives.

26. GOVERNING LAW AND JURISDICTION

- 26.1 The construction, validity and performance of the Contract shall be governed by the Laws of England and Wales.
- 26.2 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.