

Terms and Conditions for Purchase Orders

1. Definitions In these Terms and Conditions:

- a. "Buyer" means TECNI-FORM LIMITED.
- b. "Supplier" means the party to whom the Purchase Order is addressed.
- c. "Goods" means the physical products to be supplied under the Order.
- d. "Services" means the services to be performed by the Supplier under the Order.
- e. "Deliverables" means all documents, products, and materials developed by the Supplier or its agents as part of or in relation to the Services.
- f. "Intellectual Property Rights" means patents, rights to inventions, copyright, trademarks, business names, rights in get-up, goodwill, rights in designs, database rights, rights to use confidential information, and any other intellectual property rights, in each case whether registered or unregistered.
- g. "Order" means the Purchase Order, incorporating these Terms and Conditions by reference.

2. Acceptance

- a. The Supplier shall be deemed to have accepted the Order upon the earlier of: (i) signing and returning a copy of the Order or providing an Order Acknowledgement; or (ii) commencing performance of the Order. Any variation to these Terms is binding only if agreed in writing by an authorised representative of the Buyer.
- b. These Terms and Conditions shall prevail over any terms and conditions contained in or referred to in any quotation, acknowledgment, invoice, or other document issued by the Supplier. Any such terms and conditions are hereby expressly excluded and shall have no effect.

3. Price and Payment

- a. Prices are fixed and exclusive of VAT (which shall be added at the applicable rate) but inclusive of all other costs, including but not limited to, other taxes, duties, packaging, and delivery, unless otherwise stated on the face of the Order.
- b. Provided the Goods and/or Services have been accepted by the Buyer, correctly rendered invoices will be paid in accordance with the payment terms specified on the face of the Order.
- c. If no payment terms are specified on the Order, the Buyer's default payment term of 60 days following the end of the month of invoice receipt shall apply.

4. Delivery, Title and Risk

- a. Delivery of Goods shall be DDP (Incoterms 2020) to the Delivery Address specified in the Order or otherwise stated on the face of the Order. Services shall be performed at the time and location specified in the Order.
- b. Time is of the essence for the delivery of Goods and performance of Services. The Supplier shall immediately notify the Buyer in writing of any anticipated delays.
- c. Risk in the Goods shall pass to the Buyer upon completion of delivery at the Delivery Address. Title (legal ownership) in the Goods shall pass to the Buyer upon the earlier of (i) completion of delivery or (ii) payment in full for the Goods.
- d. If delivery is delayed beyond the specified date, Buyer may: (i) source replacement goods at Supplier's expense; (ii) claim liquidated damages of 0.5% of order value per day of delay up to 10% maximum; or (iii) terminate the Order.

5. Inspection and Acceptance

- a. The Buyer shall have the right to inspect and test Goods within 30 days following delivery, this period may be extended by mutual agreement for complex goods requiring extensive testing. The Buyer may reject any Goods that do not conform to the Order specifications or are materially defective. Rejected Goods shall be returned to the Supplier at the Supplier's risk and expense.
- b. Acceptance of the Services and any associated Deliverables shall occur after the Buyer has had a reasonable opportunity to verify that they conform to the requirements of the Order but in no event longer than 30 days from completion.

6. Warranty

- a. The Supplier warrants that for a period of 12 months from the date of acceptance: i. The Goods shall be new, free from defects in design, material, and workmanship, and conform to all specifications of the Order. ii. The Services and any Deliverables shall be performed with all due skill, care, and diligence, in accordance with best industry practice, and conform to all specifications of the Order. Any repaired or replaced Goods carry a fresh 12-month warranty from redelivery.
- b. The Supplier shall, at the Buyer's sole option, promptly repair, replace, re-perform, or provide a full refund for any non-conforming Goods or Services at no cost to the Buyer.
- c. If the same defect occurs three times within the warranty period, Buyer may terminate the Order and claim full refund plus consequential damages.

7. Liability and Indemnity

- a. The Supplier shall indemnify and hold the Buyer harmless against all liabilities, costs, expenses, damages and losses arising out of or in connection with: i. any claim made against the Buyer 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 or Deliverables up to a maximum of £5,000,000 per claim and £10,000,000 in aggregate per Order; or ii. any claim made against the Buyer for death, personal injury or damage to property arising out of, or in connection with, defective Goods or negligent performance of the Services up to a maximum of £5,000,000 per claim and £10,000,000 in aggregate per Order.
- b. Nothing in these Terms shall limit or exclude the Supplier's liability for: i. death or personal injury caused by its negligence; ii. fraud or fraudulent misrepresentation; iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or iv. any matter in respect of which it would be unlawful to exclude or restrict liability.
- c. Supplier shall be liable for direct and reasonably foreseeable consequential damages arising from breach, including business interruption costs, up to 50% of the Order value.

8. Force Majeure

- a. Neither party shall be liable for any failure or delay in performing its obligations under the Order to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control. Notice must be given within 14 days of the event or as soon as reasonably practicable.
- b. If the Force Majeure Event prevents, hinders or delays the Supplier's performance for a continuous period of more than 30 days, the Buyer may terminate the Order immediately by giving written notice to the Supplier.
- c. During Force Majeure Events, Supplier shall reimburse Buyer's reasonable additional costs for alternative sourcing or storage.

9. Termination

- a. The Buyer may terminate the Order with immediate effect by giving written notice if the Supplier: i. commits a material breach of these Terms and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so; or ii. becomes insolvent, enters administration, liquidation or any similar proceeding.
- b. The Supplier may terminate the Order with immediate effect by giving written notice if the Buyer: i. fails to pay undisputed invoices within 120 days of the payment due date; or ii. commits a material breach of these Terms and fails to remedy that breach within 14 days of being notified in writing to do so.

10. Cancellation for Convenience

- a. The Buyer may cancel the Order, in whole or in part, for its convenience at any time by giving written notice to the Supplier.

b. Upon such cancellation, the Buyer shall pay the Supplier for: (i) the Goods already completed and accepted by the Buyer; (ii) the Supplier's verified, reasonable, and non-cancellable costs for work-in-progress and raw materials. The Supplier shall use all reasonable endeavours to mitigate its costs. The Buyer shall have no further liability for such cancellation.

11. Insurance

a. The Supplier shall at its own cost maintain in force with a reputable insurance company public liability insurance of not less than £5,000,000 per claim, product liability insurance of not less than £5,000,000 per claim, and (if supplying Services) professional indemnity insurance of not less than £2,000,000 per claim to cover the liabilities that may arise under or in connection with the Order, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

12. Intellectual Property

a. The Supplier warrants that the supply of the Goods and Deliverables shall not infringe any third-party Intellectual Property Rights.

b. For bespoke Deliverables created specifically for the Buyer: All Intellectual Property Rights in any Deliverables created by the Supplier specifically for the Buyer under this Order shall vest in and be the absolute property of the Buyer upon creation. The Supplier hereby assigns to the Buyer, with full title guarantee, all its right, title, and interest in such Intellectual Property Rights.

c. For standard Goods and existing IP: The Supplier grants the Buyer a perpetual, irrevocable, non-exclusive licence to use any pre-existing Intellectual Property Rights in Goods or standard deliverables necessary for the Buyer's intended use.

13. Data Protection

a. Both parties will comply with all applicable requirements of data protection legislation. The Supplier shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

14. Compliance with Laws and Policies

a. In performing its obligations under the Order, the Supplier shall comply with all applicable laws, statutes, regulations, and codes from time to time in force, including but not limited to those relating to anti-bribery, anti-corruption, and modern slavery.

15. Confidentiality

a. Each party shall keep confidential all information disclosed by the other and not disclose it without prior written consent, except as required by law.

16. Dispute Resolution

a. The parties shall attempt to resolve any dispute arising under this Order through good faith negotiations for a period of 30 days before commencing formal proceedings.

b. If negotiations fail, disputes shall be referred to mediation under the Centre for Dispute Resolution (CEDR) Model Mediation Procedure before litigation.

17. Governing Law

a. These Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

18. Notices

a. All notices must be in writing, sent to the addresses specified in the Order. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at 5:00 pm on the third business day after posting. A notice sent by email shall be deemed to have been received at the time of transmission.

19. Assignment

a. The Supplier shall not assign, transfer, or subcontract any part of the Order without the Buyer's prior written consent.

20. General

a. These Terms constitute the entire agreement between the parties in relation to the Order. No waiver of any right or remedy is effective unless in writing. If any provision is found to be invalid or unenforceable, the remainder of these Terms shall not be affected and shall remain in full force and effect.