

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
"Charges"	the charges for the Services set out in the Order
"Order"	our written acceptance of your quotation for the supply of goods and services to us
"Prices"	the prices for the Goods set out in the Order
"Specification"	the written technical specification for the Goods set out in the Order

"you" the person named as the supplier in the Order

- 1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.3 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

2. CONTRACT FORMATION

- 2.1 Your quotation constitutes an offer by you to supply the goods set out in the quotation ("**Goods**") and services set out in the quotation ("**Services**") to us on these Conditions and will remain open for acceptance by us for a period of 30 days from and including its date. A contract for the supply of Goods and Services by you to us on these Conditions (the "**Contract**") will be formed when we accept the quotation by issuing the Order to you. For the avoidance of doubt we are under no obligation to accept the quotation.
- 2.2 These Conditions are the only terms and conditions on which we will purchase goods and services from you and will apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3 Delivery, or commencement of performance of the Services, will be deemed conclusive evidence of your acceptance of these Conditions.
- 2.4 You may not cancel the Contract. We may cancel the Contract in whole or in part immediately by giving written notice to that effect to you at any time before delivery of the Goods in accordance with **Condition 4.1**. If we exercise our right of cancellation under this **Condition 2.4** our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.5 You may not deliver the Goods by separate instalments unless we give our prior written consent to this. If we give such consent, you will invoice the Price for each instalment separately in accordance with **Condition 8.4** and we will be entitled, at our sole discretion, to exercise our rights and remedies (whether under these Conditions or otherwise) in respect of the relevant instalment or the whole Contract.

3. **THE GOODS**
 - 3.1 The quantity and description of the Goods will be as set out in the Order.
 - 3.2 We have the right to inspect and test the Goods at any time prior to Delivery. You will permit us, our officers, employees, agents and sub-contractors to enter upon your premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide us with all facilities reasonably required.
 - 3.3 If, following inspection or testing under **Condition 3.2**, we give written notice to you that we are not satisfied that the Goods will comply with **Condition 5.1**, you will take all steps necessary to ensure compliance. Any breach of this obligation by you will be deemed to be a material breach entitling us to terminate the Contract under **Condition 10.1**.
 - 3.4 No inspection or testing under **Condition 3.2** will reduce or otherwise affect your obligations under the Contract.
4. **DELIVERY**
 - 4.1 You will deliver the Goods to the address specified in the Order during the hours of 9:00 am to 5:00 pm on the date specified in the Order. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods ("Delivery") will occur when they have been off-loaded at the delivery address.
 - 4.2 You will ensure that:
 - 4.2.1 the Goods are marked in accordance with our instructions and any applicable laws and are properly packed and secured so as to reach their destination in an undamaged condition;
 - 4.2.2 the delivery is accompanied by a prominently displayed delivery note which shows the Order number, date of Order, type and quantity of Goods, code numbers of Goods (if applicable), any special storage instructions and, where delivery by instalments is permitted under **Condition 2.5**, the outstanding balance of Goods remaining to be delivered;
 - 4.2.3 on or before Delivery we are supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
 - 4.3 If you fail to deliver the Goods on the date specified in **Condition 4.1**, without prejudice to any of our other rights or remedies (whether express or implied), we may:
 - 4.3.1 terminate the Contract immediately by giving written notice to that effect to you, in which case:
 - 4.3.1.1 you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered; and
 - 4.3.1.2 we will be entitled to recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of your failure to supply Goods and Services, including in obtaining substitute goods and/or services from another supplier.
 - 4.4 Risk in and ownership of the Goods will pass to us on Delivery.
5. **DEFECTIVE GOODS**
 - 5.1 You will ensure that the Goods will:
 - 5.1.1 be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;
 - 5.1.2 conform to the Specification;
 - 5.1.3 be free from defects in design, materials and workmanship; and
 - 5.1.4 comply with all relevant applicable laws and the requirements of any relevant statutory and regulatory bodies.
 - 5.2 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of **Condition 5.1** we may (whether or not the Goods have been accepted):
 - 5.2.1 terminate the Contract immediately by giving written notice to that effect to you; or
 - 5.2.2 require you, at our option, to within five Business Days of request, repair or replace the relevant Goods free of charge or to refund the Price for the relevant Goodsand, in either case, we will be entitled to recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of the non-conformity of the Goods, including in obtaining substitute goods from another supplier.
 - 5.3 **Condition 5.2** will apply to any repaired or replacement Goods supplied under **Condition 5.2.2**.
6. **INDEMNITY**
 - 6.1 You will indemnify us against all losses, liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by you of any of your obligations under the

Contract (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations). This **Condition 6.1** will not apply to any breach of, or failure or delay in performing, or negligent performance or non-performance of, any of your obligations under **Condition 9**.

- 6.2 Without prejudice to **Condition 6.1**, if any person claims that the possession and/or use and/or sale of the Goods and/or use of the Services by us and/or our customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person ("**IPR Claim**"), you will indemnify us, our customers, officers, employees, agents and sub-contractors against all losses, liabilities, costs, damages and expenses that we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer, all claims or proceedings made, brought or threatened against us, our customers, officers, employees, agents or sub-contractors by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim. The indemnity in this **Condition 6.2** will not apply to the extent that an infringement is caused by any specification for the Goods which is created by us.

7. **SERVICES**

- 7.1 You will, in performing the Services:
- 7.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
 - 7.1.2 fulfil all requirements set out in the Order;
 - 7.1.3 fully co-operate with our agents, representatives and contractors; and
 - 7.1.4 comply with all relevant applicable laws, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions.
- 7.2 You will perform the Services on the performance dates set out in the Order. Time for provision of the Services will be of the essence of the Contract.

8. **PRICE AND PAYMENT**

- 8.1 Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and Charges to you in accordance with this **Condition 8**.
- 8.2 The only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Prices and the Charges which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses.
- 8.3 Any sum payable under the Contract is exclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid value added tax invoice.
- 8.4 You will invoice us for the Prices for the Goods following Delivery.
- 8.5 You will invoice us for the Charges for the Services following completion of performance of the Services.
- 8.6 Subject to **Conditions 8.8 and 8.10** each invoice will be payable by us at the end of the month following the month in which the invoice is received by us. You will send invoices to the address specified in the Order.
- 8.7 No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.
- 8.8 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a "**Disputed Sum**"), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 8.9 If any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 2% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this **Condition 8.9** but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The parties agree that this **Condition 8.9** is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

- 8.10 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.
9. **ANTI-CORRUPTION**
- 9.1 You will, and will procure that your officers, employees, agents and any other persons who perform services for you or on your behalf in connection with the Contract will:
- 9.1.1 not commit any act or omission which causes or could cause us or you (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
- 9.1.2 comply with our anti-corruption policy as updated from time to time;
- 9.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 9.1**, and permit us to inspect those records as reasonably required;
- 9.1.4 promptly notify us of:
- 9.1.4.1 any request or demand for any financial or other advantage received by you (or that person); and
- 9.1.4.2 any financial or other advantage you (or that person) give or intend to give whether directly or indirectly in connection with the Contract; and
- 9.1.5 promptly notify us of any breach of this **Condition 9.1**.
- 9.2 We may terminate the Contract immediately by giving written notice to that effect to you if you are in breach of **Condition 9.1**.
- 9.3 You will indemnify us against all losses, liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach of any of your obligations under **Condition 9.1** (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including the costs of procuring the Goods and Services from a person other than you. You will have no liability to us under this **Condition 9.3** for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for our criminal liability.
- 9.4 You will indemnify us against all losses, liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any proceedings under section 7 Bribery Act 2010 being brought against us as a result of your conduct or the conduct of any of your officers, employees, agents or any other persons who perform services for or on your behalf in connection with the Contract, where such proceedings do not result in a conviction against us, including the costs of procuring the Goods and Services from a person other than you.
10. **TERMINATION**
- 10.1 If you commit a breach of the Contract we may terminate the Contract immediately by giving written notice to that effect to you.
- 10.2 We may terminate the Contract immediately by giving written notice to that effect to you if you:
- 10.2.1 have a receiver, administrator or provisional liquidator appointed;
- 10.2.2 are subject to a notice of intention to appoint an administrator;
- 10.2.3 pass a resolution for your winding-up (save for the purpose of a solvent restructuring);
- 10.2.4 have a winding up order made by a court in respect of you;
- 10.2.5 enter into any composition or arrangement with creditors (other than relating to a solvent restructuring);
- 10.2.6 cease to carry on business; or
- 10.2.7 have any steps or actions taken in connection with any of these procedures
- and you will notify us immediately upon the occurrence of any such event or circumstance.
- 10.3 Following expiry or termination of the Contract:
- 10.3.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 10.3.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 10.4 Within five Business Days after the date of expiry or termination of the Contract each party will, subject to the exception set out in **Condition 10.5**,

- 10.4.1 return to the other party all Confidential Information (including all copies and extracts) and all other property (whether tangible or intangible) of the other party in its possession or control; and
- 10.4.2 cease to use the Confidential Information of the other party.
- 10.5 Each party may retain any Confidential Information of the other party which it has to keep to comply with any applicable law. **Condition 11** will continue to apply to retained Confidential Information.
11. **CONFIDENTIALITY**
- 11.1 **"Confidential Information"** means any information (whether written, oral, in electronic form or in any other media) that:
- 11.1.1 is disclosed by us (the **"Discloser"**) to you (the **"Recipient"**) in connection with the Contract and that relates (in whole or in part) to the Discloser or its business; and/or
- 11.1.2 relates to the existence or terms of the Contract,
- but excluding any information that falls within the exclusions set out in **Condition 11.4**.
- 11.2 The Recipient will:
- 11.2.1 keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by the Contract; and
- 11.2.2 use the Confidential Information only to the extent necessary for the performance of its obligations under the Contract.
- 11.3 The Recipient may disclose Confidential Information:
- 11.3.1 to such of its officers and employees and, in our case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under the Contract;
- 11.3.2 to the extent necessary in order to be able to refer a dispute for resolution in accordance with **Condition 14.2**; and
- 11.3.3 to the extent required by applicable law or a court of competent jurisdiction or the rules of any listing authority, stock exchange, the Panel on Takeovers and Mergers or a regulatory authority.
- 11.4 The Recipient's obligations under this **Condition 11** will not extend to Confidential Information which the Recipient can prove:
- 11.4.1 has ceased to be secret without default on the Recipient's part;
- 11.4.2 was already in the Recipient's possession prior to disclosure by or on behalf of the Discloser;
- 11.4.3 has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation;
- 11.4.4 was independently developed by the Recipient without any breach of the Contract; or
- 11.4.5 at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.
12. **NOTICE**
- 12.1 Any notice or other communication given under or in connection with the Contract will be in writing, in the English language and:
- 12.1.1 sent by pre-paid first class post to the relevant party's address;
- 12.1.2 delivered to or left at (but not, in either case, by post) the relevant party's address.
- and, in the case of any notice or other communication to be given to us, marked for the attention of our specified representative. Our address and representative are set out below and your address are those detailed in any quotation, acknowledgement of order or other document received by us from you, and may be changed by the relevant party giving at least five Business Days notice in accordance with this **Condition 12**.
- Address : Unit 18, Laverock Road, Stirling Road Industrial Estate, Airdrie, North Lanarkshire, ML6 7UD
For the attention of: Graham Davy
- 12.2 Any notice or communication given in accordance with **Condition 12.1** will be deemed to have been served:
- 12.2.1 if given as set out in **Condition 12.1.1**, at 9.00 a.m. on the Second Business Day after the date of posting; and
- 12.2.2 if given as set out in **Condition 12.1.2**, at the time the notice or communication is delivered to or left at that party's address.
- provided that if a notice or communication is deemed to be served before 9.00 am on a Business Day it will be deemed to be served at 9.00 am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be served at 9.00 am on the immediately following Business Day.
- 12.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 12.1** were complied with.

13. **GENERAL**

- 13.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 13.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract; and
- 13.1.2 nothing in this **Condition 13.1** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 13.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 13.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 13.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 13.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 13.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 13.7 The parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 13.8 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 13.9 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract.

14. **GOVERNING LAW AND JURISDICTION**

- 14.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 14.2 Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).