

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

Contract: the agreement between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Customer: CWM Automation Limited (company number: 05893689).

Customer Materials: has the meaning set out in clause 8.

Delivery Date: the date specified in the Order, or, if none is specified, within 5 Business Days of the date of the Order.

Delivery Location: North Warren Road, Gainsborough, DN21 2TU or if different as set out in the Order.

Goods: the products (or any part of them) set out in the Order.

Mandatory Policies: the Customer's business policies and codes listed in Schedule 1 or as added or amended by notification to the Supplier from time to time.

Order: the Customer's acceptance of the Supplier's Quotation, creating a contractual intent to be bound by reference to these Conditions and no others.

Quotation: Supplier's binding intimation of a price for the Goods in accordance with the Specification and these terms and referenced by the Customer in the Order.

Specification: any specification for the Goods, including any related plans and drawings, intimated by the Customer to the Supplier in an invitation to treat for supply of the Goods and inviting a response with Quotation.

Supplier: the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a **party** includes its successors and permitted assigns.

- (c) A reference to **legislation** or a **legislative provision** is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression are illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes emails.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order is acceptance by the Customer to purchase the Goods from the Supplier in accordance with these Conditions and no others.
- 2.3 The Order shall be deemed to be dated on the earlier of:
 - (a) the Customer issuing the Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. The Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 36 months after delivery; and or 12 months from machine site acceptance test by any ultimate customer of the Customer, which ever is later;
 - (d) comply with all applicable statutory and regulatory requirements relating to manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2 The Supplier shall always ensure that it has and maintains all licences, permissions, authorisations, consents and permits needed to carry out its obligations under the Contract.
- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite such inspection or testing which shall not reduce or otherwise affect the Supplier's obligations under the Contract. Supplier grants to the Customer an irrevocable licence to enter Supplier's premises at reasonable times of any Business Day for the purposes of such inspection generally and also (without prejudice to the generality of the foregoing) to ensure that no incidences of modern slavery or human trafficking or of corruption are taking place on the site and to satisfy itself that information provided by Supplier about country of origin of any components used in manufacturing Products is accurate.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 Supplier will on request immediately send to Customer Supplier's written policies about bribery and corruption and also modern slavery and human trafficking and such other policies as Customer may reasonably require.
- 3.7 Supplier will notify Customer if any member of Supplier staff is or becomes related to any member of Customer's staff or a relationship of cohabitation exists.
- 3.8 Supplier will not attempt to provide gifts to any named individual employed by Customer.
- 3.9 At a minimum, Supplier will comply with applicable laws and regulations on pay and benefits for their workers.
- 3.10 Supplier is expected to comply with applicable laws and regulations on working hours.

4. Delivery

- 4.1 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), country of origin information, special

storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

- (c) all parts are labelled clearly with their corresponding part number as a minimum requirement, it will be at the Customer's discretion if parts will be accepted without labelling;
- (d) if the Supplier requires the Customer to return packaging material to the Supplier, that fact is clearly stated on the delivery note. Any packaging material shall be returned to the Supplier at the Supplier's cost.

4.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date (time being of the essence);
- (b) at the Delivery Location; and
- (c) promptly after 8.30am and in any event prior to 3.15pm on any Business Day or as instructed by Customer.

4.3 Delivery of the Goods shall be completed when the Goods are unloaded at the Delivery Location or, if required in the Order, when successfully installed.

4.4 If the Supplier delivers:

- (a) less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- (b) more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver Goods in instalments without the Customer's prior written consent. Where it is agreed that Goods may be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Customer to the remedies in clause 5.

5. Customer remedies

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings in clause 3.1, then, without limiting any of its other rights or remedies, and even if it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies, to:

- (a) terminate the Contract;
- (b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

- (c) require the Supplier to repair or replace rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (d) refuse to accept any subsequent delivery of Goods which the Supplier attempts to make;
 - (e) recover from the Supplier any costs incurred by the Customer in obtaining substitute Goods from a third party;
 - (f) claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 If the Goods are not delivered on the Delivery Date the Customer may, at its option, claim or deduct by way of liquidated damages 15% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by the Customer, up to a maximum of 30% of the total price of the Goods. If the Customer exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies in clause 5.1 for the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6. **Title and risk**

Title and risk in the Goods shall pass to the Customer on delivery in accordance with clause 4.
- 7. **Price and payment**
 - 7.1 The price of the Goods shall be the price in the Order.
 - 7.2 The price of the Goods:
 - (a) **excludes** value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; but
 - (b) **includes** the costs of packaging, insurance and carriage of the Goods.
 - 7.3 No extra charges shall be effective unless agreed in writing with the Customer.
 - 7.4 The Supplier may invoice the Customer for the price of the Goods plus VAT on or at any time after delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

- 7.5 The Customer shall pay correctly rendered invoices within 60 days of the end of the month following receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. It is the Supplier's responsibility to advise the Customer of any changes to the nominated bank account in writing on letter headed paper, within 30 days before the change takes effect.
- 7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each Day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 5 Business Days after the dispute is resolved until payment.
- 7.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

8. Customer Materials and drawings

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk subject to Conditions of confidentiality, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

9. Indemnity

- 9.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with any claim made against the Customer:
- (a) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

- (b) by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 The Customer's total liability under the Contract is such sum as is equivalent to the price in the Order.

9.3 This clause 9 shall survive termination of the Contract.

10. Insurance

During the term of the Contract and for 7 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information to exercise the party's rights or perform its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under the Contract.

12. Compliance with relevant laws and policies

12.1 In performing its obligations under the Contract, the Supplier shall comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) the Mandatory Policies.

12.2 The Customer may terminate the Contract immediately for any breach of clause 12.

13. Termination

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:

- (a) commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of being required in writing to do so;
- (b) takes any step or action about entering administration, provisional liquidation or any composition or arrangement with its creditors (other than a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for 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;
- (c) takes any step or action about being made bankrupt, entering any composition or arrangement with its creditors, 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;
- (d) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) has a financial position which deteriorates so far as to reasonably justify an opinion that its ability to perform this agreement is in jeopardy.

13.3 On termination or expiry of the Contract, the Supplier shall immediately return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13.4 Termination or expiry of the Contract, however arising, shall not affect any of the Customer's rights and remedies that have accrued at termination or expiry, including the right to claim

damages for any breach of the Contract which existed at or before the date of termination or expiry.

- 13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 10 Business Days, the party not affected may terminate the Contract by giving 10 Business Days written notice to the affected party.

15. General

15.1 Assignment and other dealings

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

- 15.2 **Subcontracting.** The Supplier may not subcontract all or any of its rights or obligations under the Contract without the Customer's prior written consent. If the Customer consents to subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

- 15.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 15.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

- 15.5 **Waiver.** Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

15.7 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next Business day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) Sent by email and if sent by Customer to the address used by the Customer in placing the relevant Order and if sent by Supplier to purchasing@cwm-automation.com
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 11.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.7(b)(iii), business hours means 8.30am to 4.30pm Monday to Thursday, 8.30am to 3.30pm Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of proceedings or other documents in a legal action or, where applicable, any arbitration or other method of dispute resolution.

15.8 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or similar legislation to enforce any term of the Contract.

15.9 Governing Law and Dispute Resolution. English Law shall govern the formation, existence, construction, performance, validity and all aspects of the Contract and the parties submit to the non-exclusive jurisdiction of the English courts. However before resorting to litigation each party undertakes to collaborate with the other in referring any dispute which cannot be settled amicably to the Centre for Effective Dispute Resolution of 70 Fleet Street London EC4Y 1EU ("CEDR") for mediation (in the case of a commercial dispute) or expert determination (if a

technical one) and such mediation or expert determination shall follow the then current CEDR rules. Only if mediation or expert determination has not been fixed or successfully concluded within 40 days of a reference to CEDR may either party commence litigation, in which case the arbitral language shall be English and if the Customer seeks judgment only for a money debt it may commence proceedings in any jurisdiction in which the Supplier has its seat.

15.10 Jurisdiction. Subject to clause 15.9 each party irrevocably agrees that the courts of England and Wales shall have non-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.

ANY SPECIAL CONDITIONS OF PURCHASE SPECIFIED IN THE ORDER SHALL TAKE PRECEDENCE OVER THESE GENERAL TERMS AND CONDITIONS OF PURCHASE

Schedule 1 CUSTOMER'S MANDATORY POLICIES

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Anti-Bribery and Anti-Corruption Policy.
- Data and Privacy Policy.
- Such other policies as are notified to the Supplier by Customer on notice pursuant to clause 15.7.