



Standard Terms and Conditions of Purchase



1.0 Basis of Purchase

- 1.1 The Company (Powersystems UK Ltd) will be bound only by a Purchase Order placed upon these Standard Conditions of Purchase which shall govern the contract for the supply of the Goods so ordered to the exclusion of all other conditions which the Supplier accepts either in writing or by party performance referable to the Purchase Order. In the case of conflict or variance between these conditions and the Supplier's conditions, these conditions shall prevail unless expressly otherwise agreed in writing.
- 1.2 No variation to the order or these conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Supplier.
- 1.3 The Supplier shall provide the Goods and Services in relation to the Purchase Order issued as the Company's Offer. 'Goods' means all Goods, materials, products and equipment and to the extent applicable computer software and other intellectual property on any specified media. 'Services' means all activities set out in the Purchase Order or implied as being necessary to complete the provision of Goods in accordance with the requirements stated or referred to herein. A contract shall exist between the parties, on receipt of an unconditional acceptance from the Supplier or where no acceptance is received, on receipt of the Goods by the Company or on commencement of specified Services.

2.0 Variations to Goods and Services

- 2.1 The Company reserves the right at any time to make changes in any one or more of the following:
 - 2.1.1 Specifications, drawings and data incorporated in this order where the terms to be furnished are to be specifically manufactured for the Company;
 - 2.1.2 Method of shipment or packing;
 - 2.1.3 Place of delivery; and
 - 2.1.4 Time of delivery.

If any such change causes an increase or decrease in the cost or time required to perform this order, an equitable adjustment shall be made in the purchase order price and delivery schedule or both. Any claim by the Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days of receipt by the Supplier of the change. Price increases or extensions of time for Delivery and/or Services provided shall not be binding on the Company unless approved by the Company in writing.

3.0 Specifications

- 3.1 The quantity and description of the Goods and Services supplied shall, except as provided for in these Conditions, be as described in the Order and any subsequent variations. The quality and standard of the Goods and Services supplied shall be in accordance with the latest applicable British Standards, and/or Codes of Practice or else as specified in writing by the Company, including:

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- 3.1.1 Conform to the particulars stated in the Purchase Order;
- 3.1.2 Be of sound material and workmanship;
- 3.1.3 Conform with all samples, drawings and specifications provided;
- 3.1.4 Be capable of any standard of performance specified in the Purchase Order; and
- 3.1.5 If the purpose for which the Goods are required is indicated in the order either expressly or by implication, to be fit for such purpose.

The Company reserves the right to reject any Goods or Services which do not comply with these requirements, and any Goods or Services so rejected shall be at the risk and expense of the Supplier.

- 3.2 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of ordered Goods and the performance of the Services.
- 3.3 The Supplier shall not unreasonably refuse any request by the Company to inspect and/or test all Goods during manufacture, processing or packing and shall provide all facilities reasonably required. If as such a result of such inspection and testing the Company is not satisfied that the Goods will comply in all respects to the relevant Order and Specification(s), the Supplier shall with due haste take such steps as are necessary to ensure compliance.

4.0 Delivery

- 4.1 The Supplier shall deliver to, and the Services shall be performed at, the time and place and in the manner specified herein (time being of the essence). Should the Supplier be unable to comply with the specified deliver arrangements the Company shall be at liberty to revise the arrangements or cancel the order at no extra cost.
- 4.2 The Supplier shall supply the Company with such information as to enable the Company to effect proper receipt of the Goods.
- 4.3 The Company shall be entitled to reject any Goods delivered which are not in accordance with the specified requirements and shall not be deemed to have accept any Goods until the Company has had a reasonable time to inspect them following delivery or within a reasonable time after any latent defect has become apparent. Items not accepted may be returned to the Supplier at the Suppliers expense. Payment for any article shall not be deemed acceptance thereof.

5.0 Price and Payment Terms

- 5.1 The prices in respect of the Goods and Services to be supplied shall remain fixed for the duration of the contract and as stated in the order. The price shall be fully inclusive of packing carriage, insurance and delivery to the site specified unless specifically agreed to the contrary in writing. Unloading the Goods upon delivery shall be the Suppliers responsibility unless otherwise stated in writing. All prices shown on this order are exclusive of Value Added Tax unless otherwise stated.
- 5.2 Unless otherwise stated in the order, the Company shall pay the price of the Goods and Services received within 30 days after the end of the month in which the related invoice Goods are accepted and a proper invoice received.
- 5.3 Each invoice shall bear the Company's official order number or payment may be delayed.
- 5.4 Retention of 5 % shall be withheld against the value of this order until all required data as referenced in Clause 12 has been received and emailed in the required format to Powersystems UK Ltd Project Manager.
- 5.5 The Company shall be entitled to set-off against the price any sums owed to the Company by the Supplier.
- 5.6 Payment by the Company shall not constitute an acceptance of the quality of the Goods and/or Services, nor shall it impair the Company's right to exercise any of its statutory, common law and other contractual remedies.

6.0 Title and Risk of Goods

- 6.1 Risk of damage to or loss of the Goods shall pass to the Company upon receipt of the Goods in accordance with these conditions.
- 6.2 Title and risk of Goods to be supplied to the Company shall remain with the Supplier until the Goods are delivered at the point specified in the Purchase Order. Where the Company makes a payment to the Supplier prior to receipt of the Goods, the title of those Goods shall pass to the Company, but the risk shall remain with the Supplier until delivery is complete.
- 6.3 The Supplier shall be liable for any loss or expense incurred by the Company arising from delayed or incomplete delivery of Goods or failure to carry out Services with due diligence or times agreed within this Purchase Order. Any such loss or expense may be deducted from any monies which may become due and payable by the Company to the Supplier, without prejudice to the Company's right to recover the full amount of such loss and expense.

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7.0 Warranties

- 7.1 By accepting this order, the Supplier shall warrant that the Goods shall:
- 7.1.1 Conform to the particulars stated in the Purchase Order as to quantity, quality and description.
 - 7.1.2 Be equal in all respects to the samples, patterns or specifications provided or given by either party in relation to the order.
 - 7.1.3 Be fit for the purpose described in or implied by the order and any discussions leading to the purchase of Goods.
 - 7.1.4 Be free from defects in material and workmanship (including damage due to unsatisfactory packaging by the Supplier).
 - 7.1.5 Be new and free from any lien or charge or other encumbrance.
 - 7.1.6 Comply with all legislation, statutes and other relevant provisions.
 - 7.1.7 Not infringe the patent, copyright, design right, trademark etc. of any third party expect to the extent that the claim arises from compliance with any Specification supplied by the Company.
- 7.2 The warranties supplied by the Supplier shall not be deemed to be exclusive, and altogether with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to the Company, its successors, assigns, clients and the end user of this product.
- 7.3 The Supplier shall be and remain liable under any warranty and condition implied by law or usage attached to the Goods supplied under this order in addition to any express warranties or conditions stipulated by the Company. The price is deemed to include 24 months warranty on materials/labour from the completion of the main contract.
- 7.4 Notwithstanding the provisions of Clause 7, the Company's signature on a delivery note or electronic device and acceptance of the Goods and Services provided shall not relieve the Supplier of any of their responsibilities in accordance with the Purchase Order and these Standard Terms and Conditions.
- 7.5 The Company may reject Goods or Services not supplied in accordance with these Conditions and shall be entitled to require the Supplier to provide replacement Services or to return the rejected Goods to the Supplier at the Suppliers risk and expense. In such cases the Supplier will provide with due haste replacement Goods or Services that will comply with the requirements of the Order.

8.0 Health & Safety at Work

- 8.1 Whilst working on the Company's site, the Suppliers' employees, agents or representatives carrying out work within the Company's site shall be subject to the site safety and other regulations during their presence on site. It is the Suppliers responsibility to ensure that all its employees, agents, representatives and subcontractors have seen and understood the Company's Safety and other site regulations and attended any site induction course necessary and comply with all requirements thereby imposed.
- 8.2 Documentation in accordance with C.O.S.H.H legislation shall be supplied as necessary.

9.0 Subletting

- 9.1 The Supplier shall not assign, sublet or subcontract all or any part of the supply of Goods and Services to a third party unless otherwise agreed in writing. Any consent to assignment, transfer or subletting of this order shall not relieve the Supplier of any obligations imposed by these conditions.

10.0 Cancellation

- 10.1 The Company shall be entitled to cancel the Order in respect to all or part of the Goods and Services to be supplied by giving notice to the Supplier at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Supplier the reasonable costs for the Goods or Services in progress at the time of receipt of cancellation, less the Suppliers net saving of costs arising from the cancellation. The Supplier will supply auditable information and data to support these costs.

11.0 Termination

- 11.1 The Company shall be entitled to terminate the contract without liability to the Supplier by giving notice at any time to the Supplier if:
- 11.1.1 The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency act 1986) or becomes subject to an administration order or goes into liquidation or
 - 11.1.2 A Receiver is appointed to administer any of the properties or assets of the supplier or
 - 11.1.3 The Supplier ceases or threatens to cease to carry on trading or
 - 11.1.4 The Company reasonably understands that any of the above is likely to occur in relation to the Supplier.

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12.0 Use of Designs, information and Data etc.

- 12.1 The Supplier agrees to keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the Company and use such items solely in production of the Goods and Services under this order or other orders from the Company and not for any other purpose unless written consent is obtained from the Company.
- 12.2 The Company require copies of the following documentation to be submitted to achieve completion of this Purchase Order:
- 12.2.1 Certified working and As Built drawings in Auto CAD format.
 - 12.2.2 Operating and Maintenance Manuals and Parts literature.
 - 12.2.3 Wiring Diagrams where applicable.
 - 12.2.4 Installation instructions.
 - 12.2.5 FAT Certifications.
 - 12.2.6 Certificates of Conformity.
 - 12.2.7 Warranties where applicable.
 - 12.2.8 Commission and Testing information and certificates where applicable.

All information to be provided in required electronic format and emailed to Powersystems UK Ltd Project Manager.

13.0 Indemnity and Insurance

- 13.1 The Supplier shall be responsible for and indemnify the Company against any claims resulting from any damage, loss (including theft) injury or death caused by the Suppliers employees, subcontractors, servants and agents whilst working for the Company on the Clients property. The Supplier shall at all times hold insurance and shall produce evidence of this within the Company's vetting process prior to the placement of Purchase Orders.

14.0 Gifts, inducements and Rewards

- 14.1 The Supplier, in all dealings with the Company shall comply with the Bribery Act 2010. If the Supplier has improperly offered or given any material or financial inducement in relation to the award or execution, then without prejudice to the Company's rights, the Company shall be entitled to cancel the Purchase Order in whole or in part without liability and be refunded any payment or deposit in full.

15.0 ISO 9001 Compliance

- 15.1 The Supplier agrees to allow suitable qualified nominees of the Company to have access on reasonable notice to relevant premises and records of the Supplier for the purpose of auditing the extend of compliance with ISO 9001. Any such audit will be conducted in strictest confidence and the results shall be notified to the Supplier.

16.0 Social Responsibility

- 16.1 The Supplier shall not engage in any activity, practice or conduct which could constitute, facilitate or cause (in whole or in part) an infringement of the fundamental principles and rights stated in the United Nations Declaration of Human Rights, the European Union Charter of Fundamental Rights and the conventions made under the International Labour Organisation (including those relating to child labour and forced or obligatory labour).
- 16.2 The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 16.3 The Supplier shall ensure that it has and maintains throughout the term of this Purchase Order suitable policies and procedures to prevent the infringement of the fundamental principles and rights referred to in Clauses 16.1 and 16.2 by the Supplier or any officer, partner, employee or representative of the Supplier.
- 16.4 The Supplier shall at all times during the term of this Purchase Order, properly enforce such policies and procedures and shall carry out periodic monitoring of its compliance with such policies and procedures on an annual or more frequent basis. The Supplier shall, at the Company's request, promptly provide to the Company all such policies and procedures and sufficient evidence so as to satisfy the Company (acting reasonably) that such policies and procedures are properly enforced and such periodic compliance monitoring is taking place.

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- 16.5 In the event that the Supplier engages any third party in relation to any activity connected with this Purchase Order (including, without limitation, where the Supplier subcontracts any work to any third party), it shall ensure that:
- (a) provisions equivalent to Clauses 16.1, 16.2, 16.3 and 16.4 are included within the terms of engagement under which that third party is appointed to carry out the relevant activity connected with this Purchase Order; and
 - (b) the Company shall be entitled to enforce the above mentioned provisions (as against the relevant third party) as if it were the Supplier.

17.0 Jurisdiction

- 17.1 The Contract shall be constructed and take effect according to the laws of England and the jurisdiction of the English Courts.

