

TERMS AND CONDITIONS OF PURCHASE

1. These general conditions, together with the terms and special conditions appearing on a purchase order, schedule agreement, and or/framework order ("Order") are the express conditions on which ADP Precision Engineering Limited ("Purchaser") procure goods ("Goods") or work ("Work") specified on an Order from the person to whom the Order is addressed ("Supplier"). The Supplier will accept an Order by acknowledging receipt.

CONFLICT MATERIALS

2. Suppliers must provide ADP Precision Engineering Limited with written declarations to ensure that procedures and policies are in place to ensure that conflict free materials only are used in materials supplied to ADP Precision Engineering Limited. To ensure and guarantee the non-use of Conflict Materials and that materials used or products supplied are not sourced from mines in conflict areas.

MODERN SLAVERY AND TRAFFICING

3. Suppliers must provide ADP Precision Engineering Limited with written declarations to ensure that there is no modern slavery or human trafficking in their supply chains or in any part of their business. ADP's anti-slavery policy requires that our suppliers commit to acting ethically and with integrity in all business relationships and to implement due diligence and contractual compliance in an effort to ensure slavery and human trafficking is not taking place in the supply chain.

DRAWINGS & EQUIPMENT, CONFIDENTIALITY, PUBLICITY

4. If performance of the Order is required, wholly or in part, on the basis of the Purchaser's drawings and/or using equipment provided specially by one of the parties or by a third party, the Purchaser shall retain title to the drawings and/or the equipment used by the supplier
5. The Supplier agrees that all confidential information disclosed by the Purchaser shall not be used for any purposes other than those required or permitted by the Order and shall not be disclosed to any third party except insofar as this may be required for the proper performance of the Order and then only under equivalent confidentiality provisions.
6. The Supplier shall not refer to the Purchaser's name, the company's trademarks or products in connection with any publicity without the prior written permission of the Purchaser.

PRODUCTION SCHEDULE AND ACCEPTANCE TEST

7. If specified in the Order, the Supplier shall, at the request of the Purchaser, submit a production schedule and shall undertake to keep the Purchaser regularly informed of the progress made. The Purchaser is entitled to inspect and examine the Work done during production and on completion prior to delivery
8. If specified in the Order, an acceptance test shall be held before delivery takes place. Unless otherwise agreed, the acceptance test shall be held at a place of production. An acceptance test is only valid if a representative of the Purchaser is present. Failure to meet the contract requirements during the acceptance test shall not release the Supplier from its obligation to deliver in accordance with the Order.
9. If the Purchaser refrains from exercising its right of inspection or examination, or from holding an acceptance test, this shall not be interpreted to the detriment of the Purchaser in any subsequent assessment of defects. The same shall also apply if inspection, examination or the acceptance test is performed and defects are subsequently show to exist that relate to features or aspects that were not examined separately.

DELIVERY, QUALITY CONTROL

10. If no specific delivery terms are agreed, delivery shall take place inclusive of all duties and taxes into the Purchasers works ('DDP INCOTERMS') in packaging that meets industry standards. If other delivery terms are agreed separately, they shall be interpreted in conformity with the official definitions of the different INCOTERMS that exist when the Order was made. Unless otherwise agreed by the Purchaser delivery of Goods shall not be made more than 5 days before the stipulated delivery date. Title to Goods shall pass to the Purchaser on delivery.
11. Goods and Work will be inspected and released by the Supplier in accordance with the Purchasers standard quality control requirements unless specified otherwise in the Order. The Purchaser, their customer and duly authorised representatives shall be entitled to inspect Goods to be delivered against the Order before despatch. Such inspection shall not relieve the Supplier from responsibility or liability nor be interpreted in any way to imply acceptance of such Goods.

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TIME FOR DELIVERY, DELAY

12. If the stipulated delivery date is not met, and exception under the grounds stated in Clause 20 cannot be invoked, the Purchaser shall be entitled to liquidated damages calculated from the day delivery should have taken place. The liquidated damages shall correspond to 1 (one) per cent of the total purchase price for each commenced week that delivery is delayed. The liquidated damages shall not exceed 10 (ten) per cent of the agreed purchase price. The liquidated damages can be settled with by direct deduction from the Suppliers invoice.
13. If it is apparent to the Supplier that he will not be able to deliver by the stipulated delivery date, the Supplier has an obligation to notify the Purchaser at once of the expected or the actual delay and its cause. The Supplier undertakes to limit the delay as much as possible and any detrimental effects arising therefrom. This also entails an obligation to cover additional transport costs and if possible, with the written agreement of the Purchaser, to procure the ordered product from other manufacturers or dealers.
14. If the delay continues after the Purchaser is entitled to receive the maximum amount of liquidated damages, or if it appears highly probable to the Purchaser that the Supplier will be unable to fulfil the contract, the Purchaser may terminate the contract by giving written notification thereof to the Supplier. In the event of termination on these grounds or if the Purchaser is prepared to accept such late delivery the Purchaser is entitled to demand additional compensation for the loss it has sustained as a result of the breach of contract over the above level of the accrued liquidated damages.

PAYMENT

15. Payment shall be made 60 days after the last to occur of (i) delivery (including all relevant documentation), (ii) the stipulated delivery date, or (iii) receipt of a correctly specified invoice.

LIABILITY FOR DEFECTS

16. The supplier is obliged to remedy all defects due to faults in design, materials or workmanship by repairing or replacing at the Purchasers choice the Good without undue delay, at the Purchasers if required. The Suppliers liability to remedy defects commences upon delivery and covers all defects that arise within one year from the date the Goods were taken into service, or two years from the date the Goods were delivered to the Purchase, whichever period expires last. The Supplier has the same liability for Goods that are repaired or replaced as for the original Goods. This limit of the Suppliers liability shall not apply where any latent defect is established to be the result of the negligence or gross negligence of the Supplier.
17. The Purchaser shall give the Supplier, as soon as is practical, written notification of defects occurring during the period for which repair or replacement can be demanded pursuant to Clause 14 above.
18. If, on the basis of the Purchasers complaint, the Supplier has reason to believe that the defect may result in damage to the Goods, or other damage, he shall immediately inform the Purchaser. If the Goods must be returned to enable the Supplier to carry out the repair, all transportation costs including those covering return to the Purchaser shall be borne by the Supplier.
19. If the Supplier fails to meet its obligation to repair or replace defective parts, the Purchaser may give the Supplier written notification of a final date for compliance with this obligation. If this obligation is not met by this date, the Purchaser shall be entitled, at its choice, to have the necessary repair carried out, or have new parts made, for the Suppliers account and at Suppliers risk demand a rebate or compensation for expenses and losses incurred by the Purchaser.
20. If the Purchaser determines that the defect is of material significance, the Purchaser may cancel the Order, by giving the Supplier written notification thereof, the Purchaser may then demand a rebate or compensation for expenses and losses that it has incurred.
21. The Supplier is liable for personal injuries and damages to fixed assets and other property arising from the failure of the Goods or Work to be as safe as could be reasonably expected, or resulting from mistakes or negligence on the part of the Supplier or persons acting on its behalf. The Supplier undertakes to indemnify the Purchaser against liability incurred by the Purchaser in respect of third parties for damage caused by the supplied items.

FORCE MAJEURE

22. Neither the supplier nor the Purchaser can demand compensation for losses sustained by the respective parties arising out of delay on their respective parts if the party in default can establish that the delay on its part or caused by a third party supplier was caused by issues beyond the control of the parties, such as; national union disputes; fire; war; extensive military mobilisation, requisitioning or seizure, foreign exchange restrictions, riots and commotion; shortage of means of transportation; or limitation in the supply of power.

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23. The party claiming to be affected by the Force Majeure shall notify the other party in writing without delay on the intervention and cessation of such circumstance.
24. The exclusion of liability applies as long as the hindrance exists, but the Purchaser retains the right to terminate the contract if it entails a delay that would normally give rise to such a right, pursuant to Clause 12 above.

DISPUTES, LAW

25. The supplier and the Purchaser agree that disputes in relation to the Order and the Work in question shall be decided by arbitration in accordance with the arbitration procedures prevailing in the Purchasers normal home venue.
26. The laws of the Purchasers normal home venue shall be applied in all circumstances

VARIATION, ASSIGNMENT, TERMINATION

27. The Purchaser has the right to order such variations to the scope of supply as in the Purchasers opinion are desirable. Variations to the scope of the supply may include an increase or decrease in the quantity, or change in character, quality, kind of execution of Work or any part thereof.
28. The Supplier shall not assign or transfer any of its rights and obligations under this Order. Any such purported assignment shall be null and void.
29. The Purchaser has the right, without prejudice to its other rights and remedies, to terminate the Order without incurring any liability if the Supplier ceases or threatens to cease to carry on a substantial part of its business, enters into liquidation, or becomes subject to full or partial control of another company.
30. Upon termination of the Order the Supplier shall render all necessary assistance to the Purchaser upon request to affect an orderly hand-over so that the procedures are supplied with the minimum level of interruption or inconvenience.