

PROCUREMENT DEPARTMENT OPERATING PROCEDURE CONDITIONS OF PURCHASE

CONDITIONS OF PURCHASE

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

PDP102 DOCUMENT

Unless stated on the front of this Purchase Order, Centrax document PDP 102 "Requirements for all Suppliers of Products and Services" at latest revision (available on request) shall apply to all revisions of the Purchase Order.

1. DEFINITIONS

1.1 In these Conditions:

"**Contract**" means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

"**Delivery Date**" means the date on which the Goods and / or Services are to be delivered to the Purchaser, as specified in the Purchase Order; <G

"**Goods**" means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order; <G

"**Price**" means the price of the Goods and or Services as specified in the Purchase Order;

"**Purchaser**" means Centrax Limited or any associated company located at Shaldon Road, Newton Abbot, Devon, England TQ12 4SQ or such site as notified from time to time.

"**Purchase Order**" means the document setting out the Purchaser's requirements for the Contract;

"**Services**" means any such Services supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order <G

"**Supplier**" means the person, firm or company who is the supplier of the Goods and / or Services named in the Purchase Order. <G

1.2 The headings in these Conditions of Purchase are for convenience only and shall not affect its construction or interpretation.

2. VARIATION

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 In the event that the Supplier does not agree the variation to the Purchase Order and any alteration to the Price or delivery date arising by reason of such variation, the parties shall, in the first instance, seek to convene a meeting in person or by telephone with a view to resolving any difficulties that may arise and thereafter to reach an agreement concerning the new or varied Purchase Order. If no such agreement can be reached, the Purchaser, without any liability whatsoever, reserves the right to cancel the Purchase Order for failure to agree the proposed variation to the Purchase Order.

2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods and/or Services, whichever is the earlier. <G

3. GOODS AND / OR SERVICES

3.1 The Supplier warrants and represents to the Purchaser that the Goods and / or Services shall: <G

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods and / or Services are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and/or Services and the execution of the Purchase Order. <G

3.1.5 in the case of Services provided, Supplier shall perform the Services using all reasonable care and skill and shall act in such a way as to ensure that any key Indicators and outcomes specified in the Purchase Order are achieved. <G

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4. PRICE

4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.

4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies save as otherwise set out in the Purchase Order.

4.3 The Purchaser undertakes to pay correctly submitted invoices from the day of physical or electronic arrival at the nominated address of the Purchaser. Unless otherwise agreed with Centrax, invoices shall not be rendered by the Supplier until completion of delivery of all the Goods and /or Services which are the subject of the Purchase Order or of the consignment (as appropriate). It is Purchaser policy to require a statement of account from the Supplier as well as invoices in order to make payment of any invoice or the account. <G

4.4 A valid invoice is one that is:

- delivered in accordance with the Contract;

- that is for the correct sum;

- in respect of Goods and/or Services supplied or delivered to the required quality (or are expected to be at the required quality); <G

- which quote the relevant Purchase Order/Contract reference (where used); and

- which has been delivered to the nominated address.

4.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.

4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods and / or Services supplied in excess of those required by the Purchase Order. <G

4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

5. DELIVERY

5.1 DELIVERY OF GOODS <G

5.1.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors. Advice Notes are required with the goods and must clearly show the Supplier's Purchase Order number. Goods can only be received by the Supplier between the hours 08:00 – 15:30 Monday – Thursday and 08:00 – 12:30 Friday, unless otherwise agreed.

5.1.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security or other authorised representative.

5.1.3 The time of delivery shall be, where marked or stated on the Purchase Order, of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

5.1.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.

5.1.5 Failure by the Purchaser to exercise its options under Conditions 5.1.3 and/or 5.1.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.

5.1.6 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

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5.1.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

5.2 DELIVERY OF SERVICES

5.2.1 In providing the Services under these Conditions of Purchase, it is expressly agreed that the Supplier is acting as an independent entity and not as an employee of the Purchaser. The Purchaser and Supplier acknowledge that these Conditions of Purchase do not create a partnership or joint venture between them. <G

5.2.2 The Supplier shall co-operate with the Purchaser in all matters relating to the Services and comply with all the Purchaser's instructions.

5.2.3 The Services shall be performed and specified outcomes delivered within the period stated in the Purchase Order.

5.2.4 The time of delivery shall be, where marked or stated on the Purchase Order, of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Services and/or to cancel all or part of the Services under the Purchase Order, in either case without prejudice to its other rights and remedies.

6. OWNERSHIP AND RISK

Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 below) shall pass to the Purchaser on delivery unless the Incoterms (if any) on the face of or stated in the Purchase Order say otherwise.

The Supplier shall accept full responsibility for the safe custody of all jigs, tools, patterns, dies, free issue material and the like, belonging wholly or in part to the Purchaser, whilst in the Supplier's possession, custody or control.

7. DAMAGE IN TRANSIT

7.1 On despatch of any consignment of the Goods, the Supplier shall, where requested but not so otherwise, send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

7.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

7.2.1 in the case of damage to such Goods in transit the Purchaser shall within ten (10) days of delivery give notice to the Supplier that the Goods have been damaged; and

7.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

8. INSPECTION, REJECTION AND GUARANTEE

8.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

8.2 The Supplier where requested shall permit the Purchaser or its authorised representatives to make inspections or tests it may reasonably require in relation to the Goods and/or Services and the Supplier shall afford all reasonable facilities and assistance at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods and/or Services. <G

8.3 The Purchaser may by written notice to the Supplier reject any of the Goods and/or Services which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods and/or Services. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either: <G

8.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods and/or Services with Goods and/or Services which comply in all respects with the requirements under the Contract; or <G

8.3.2 refund to the Purchaser the Price in respect of the defective Goods and/or Services. <G

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8.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.

8.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in all the circumstances.

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The Supplier warrants to the Purchaser that the Services will be free from defects in design material and workmanship.

9. LABELLING AND PACKAGING

9.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net and gross weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 9.1.

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9.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

10. INTELLECTUAL PROPERTY

10.1 Except to the extent that the Goods and/or Services are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods and/or Services will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 10.1.

10.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("Intellectual Property"):

10.2.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and

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10.2.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.

10.2.3 Nothing in these conditions shall give the Supplier any rights in or over any intellectual property rights belonging to the Purchaser and/or any relevant third party. The Purchaser and/or any relevant third party retains copyright and all other intellectual property rights in any plans, design drawings, computer programs, compilations of data, specifications or other materials which it makes available to the Supplier.

10.3 All drawings, specifications and technical details supplied by the Purchaser to the Supplier or any third party are copyright protected and are not to be reproduced nor any parts to be made from these drawings for sale to a third party or howsoever arising.

11. HEALTH AND SAFETY

11.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

11.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and

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11.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods and/or Services have been designed and have been tested (if applicable) and about any conditions necessary to ensure that when put to use the Goods and/or Services will be safe and without risk to health. <G

11.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

12. INDEMNITY AND INSURANCE

12.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods and / or Services or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors. <G

12.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

12.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

12.4 The Supplier shall be liable under the provisions of the Contract (including Condition 12.1) whether or not it complies with the insurance provisions in this Condition 12.

12.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

13. CONFIDENTIALITY

13.1 The Supplier shall and shall procure that its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 13 or disclosed by law.

13.2 The provisions of this Condition 13 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

14. TERMINATION

14.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

14.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:

14.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

14.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

14.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

14.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

14.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

14.3 Nothing in this Condition 14 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

14.4 The Purchaser reserves the right to cancel the order or part thereof provided payment is made for all materials specially ordered by the Supplier against the Purchase Order and for the work carried out to the time of cancellation and such material and work will then become the property of the Purchaser. In the event of a complete or partial stoppage of work at the Purchaser's premises due to force majeure, fire, strike, lock-out, floods, riots, civil commotion, Government action or other cause whether or not of a like nature beyond the control of the Purchaser, deliveries may be partially or wholly suspended at the Purchaser's request during or after the continuance of such stoppage.

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15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.
- 15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.
- 15.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding forty five (45) days from receipt of a valid invoice as defined by the sub-contract requirement.

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16. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission or email to the Procurement Manager (in the case of the Purchaser) or to the address set out in the Purchase Order and to the relevant manager or officer of the Supplier. Any such notice shall be deemed served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission or by email at the time of confirmation of receipt by the Purchaser or Supplier.

17. THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18. SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

19. WAIVER

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

20. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.

21. MODERN SLAVERY

The Supplier confirms that it has taken the steps necessary to ensure its business and supply chain comply with the Modern Slavery Act 2015 (MSA). In trading with the Purchaser, the Supplier confirms that to the best of its knowledge its business and supply chain are free of slavery and human trafficking and that any incidents of slavery or human trafficking which are detected will be dealt with immediately. Any failure by the Supplier to comply with the MSA will constitute a material breach of its contractual obligations to the Purchaser enabling the Purchaser to terminate the Contract.

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AUTHORISATION

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RECORD OF AMENDMENTS

Amendments are denoted by a < symbol containing the Issue Letter and positioned in the right margin adjacent to the change.

Issue	Date	Author	Change
C	Feb 2016	JP	Modern Slavery Act Clause added
D	Jan 2018	JP	Logo amended, E Parry replaced with C Wortley
E	Nov 2018	JP	Revised terms and conditions
F	May 2022	BR	2.2 – Variation – changed from Supplier to Purchaser Note added to state the latest version of this document is to be added to the Centrax website. Document re-formatted and names/job descriptions updated.
G	Jan 2023	BR	Goods term updated to Goods and/or Services. Additional clauses for services added, see <G.
8	Feb 2025	CR	Edited typing errors