

GENERAL CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 The following definitions apply in these Conditions:

Background IP: IPR which is owned by or licensed to a party to the Contract prior to the date of the Order or later acquired or developed independently of the Contract.

Buyer: means the company named in the Order that is purchasing the Goods and/or Services under the Contract with the Seller.

Buyer's Materials: any materials, goods, equipment, tools, dies and castings, drawings, specifications and data supplied by the Buyer to the Seller on a free of charge basis, including any goods, equipment or materials in respect of which the Seller is to carry out the Services and which may be utilized in the manufacture or form part of or be incorporated into the Goods, once the Services have been completed.

Conditions: the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

Contract: the binding contract for the sale and purchase of the Goods and/or the Services which comes into force upon the Buyer issuing an Order which incorporates these Conditions, the Order, the Specification and any other document listed or referenced in these Conditions and/or the Order.

Delivery Address: the address stated on the Order or otherwise agreed by the Buyer in writing.

Foreground IP: any IPR other than a Background IPR.

Goods: the products, equipment or goods (including any instalment or any part of them and any replacements or spare parts) which the Seller has agreed to supply to the Buyer as described in the Order.

IPR: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Buyer's business procedures, policies, manuals, codes and/or other documents which can be found at <https://www.goodwinsteelcastings.com/suppliers> as amended by notification to the Seller from time to time.

Order: the Buyer's purchase order to which these Conditions are annexed or on which these Conditions are printed together with any amendment to such purchaser order signed by or on behalf of the Buyer and issued to the Seller.

Price: the price of the Goods and/or the charge for the Services.

Production Schedule: the production schedule agreed between the Buyer and the Seller pursuant to clause 7.

Seller: the person so described in the Order.

Services: the services that the Seller has agreed to provide the Buyer as described in the Order.

Specification: any specification for the Goods and/or services including any related plans, drawings, data or other information, including any request for Services issued by the Buyer to the Seller in writing and shall also include any revisions issued by the Buyer to the Seller from time to time.

GQA: means the applicable Government Quality Assurance process by which the appropriate national authorities establish confidence that the contractual requirements relating to quality are met.

1.2 Any reference in these Conditions to (i) a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended re-enacted or extended at the relevant time, (ii) **writing** or **written** shall include email, letter and comparable means of communications, (iii) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), (iv) any phrase introduced by the terms **including**, **include**, **particularly** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms, (v) any reference to **day** or **days** means a day, other than Saturday, Sunday or public holiday in England when the Buyer is open for business, and (vi) the headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services subject to and in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (a) the Seller issuing written acceptance of the Order; or (b) the Seller doing any act consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions (save for any terms implied by statute or common law) on which the Seller seeks to impose or incorporate including those referenced in any quotation given to the Buyer or subject to which the Order

is accepted or purported to be accepted by the Seller or which are implied by trade, custom, practice or course of dealing.

2.3 No variation to these Conditions shall be effective unless it is agreed in writing and signed by representatives of the Buyer and the Seller.

2.4 The Seller shall procure that all notices and correspondence (including delivery notes (whether delivery is effected by the Seller or a third party) and invoices) relating to the Order and the Contract clearly state the Buyer's order number and product code (as stated in the Order). The Seller's failure to comply this clause may result in delays in payment.

2.5 The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Seller that is inconsistent with these Conditions.

3. SPECIFICATION AND INSPECTION

3.1 The quantity, quality and description of the Goods and the Services is, subject as provided in these Conditions, as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with any Foreground IPR in the Specification, is the exclusive property of the Buyer and, upon the Buyer's request, the Seller shall execute all necessary deeds or documents to vest the same in the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. All such Specifications will be used by the Seller only for the purposes of the Contract and will be delivered up to the Buyer upon completion or earlier termination of the Contract.

3.3 For the purpose of satisfying the Buyer that the obligations contained in the Contract are being observed, the Buyer and others nominated by it have the right to (a) inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch and/or (b) inspect the Seller's quality systems. The Seller shall provide the Buyer or its nominees with all facilities, information and assistance reasonably required for inspection and testing including the provision of programmes, schedules, reports and other information as the Buyer may require to monitor the progress of the Goods and/or Services to satisfy the Buyer that all practicable measures have and are being taken to meet the due date and/or time for delivery. The costs of all such inspections and tests are included in the Price.

3.4 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, on notice of the same by the Buyer, the Seller shall take such steps as are necessary or as required by Buyer to ensure compliance. The Buyer may conduct further inspections and tests after the Seller has carried out its remedial actions.

3.5 Without affecting clause 3.3 and 3.4, the Seller shall at its own cost and expense carry out such inspections and tests as may be required to ensure that the Goods are safe and without risk to health when properly used and in full compliance with the Contract. The Buyer shall be entitled to witness any inspection or test carried out by the Seller under this clause.

3.6 No inspection referred to in condition 3.3 and condition 3.4 constitutes an acceptance of the Goods by the Buyer or relieves the Seller of any of its contractual or statutory obligations.

3.7 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.8 The Buyer may at any time during the performance of the Contract instruct the Seller to make changes or variations to the Order whether adding, omitting or otherwise varying the Goods and/or Services (including changes to quantities, Specifications, Production Schedule, instructions, directions and/or delivery), for which the Buyer will make an appropriate adjustment to the Order. The Seller shall carry out such instruction and be bound by these Conditions as though the instruction was stated in the Contract. Any adjustment to the Price occasioned by any change or variation shall be ascertained and determined at the same level of pricing that is stated in the Order. The Seller shall within five (5) days from receipt of the Buyer's instruction and, if that instruction requires, prior to proceeding with the required change advise the Buyer in writing of the amount of any adjustment to the Price and/or change to the Production Schedule. If, in the Seller's opinion any such instruction is likely to prevent the Seller from fulfilling any of its obligations (or impacts the Price or Production Schedule), the Seller shall within five (5) days from the receipt of the Buyer's instruction notify the Buyer and the Buyer shall decide whether or not the same shall be carried out and shall confirm its instructions in an amendment to the Order modifying the Seller's obligations to such an extent as in the Buyer's opinion may be justified. The Buyer's instructions are not binding until confirmed in a written amendment or update to the Order. If the Seller fails to notify the Buyer as aforesaid then the Seller loses its ability to modify any of its obligations under the Contract.

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- 3.9 The Seller shall not make any changes or variations in the design, materials or method of manufacture of the Goods and/or the Services, nor substitute parts which are different to the parts ordered by the Buyer without the Buyer's prior written consent. If the Buyer refuses its consent and the Seller is for any reason unable to perform the Contract without making the variation or substitution as requested, the Buyer may terminate the Contract, or any part thereof. If the Contract or any part thereof is terminated, any payments already made by the Buyer shall be returned to the Buyer.
- 4. PRICE OF THE GOODS AND SERVICES**
- The Price of the Goods and/or the Services is fixed and firm for the duration of the Contract and is as stated in the Order and, unless otherwise stated, (a) excludes any applicable value added tax (which is payable by the Buyer, subject to receipt of a VAT invoice); and (b) includes all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax. No extra charges shall be effective unless agreed in writing with the Buyer. The Buyer is entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily or previously granted by the Seller.
- 5. TERMS OF PAYMENT**
- 5.1 The Seller will deliver an invoice with the Goods or on completion of the performance of the Services, as the case may be, and each invoice will quote the Buyer's Order number and product codes together with any other reference or supporting details requested by the Buyer. The Seller may email invoices to GSCinvoices@goodwingroup.com or them post to Accounts Payable at the addresses stated in the Order.
- 5.2 The Seller will deliver a statement of account by the fifth day of the month following delivery of the Goods or completion of the performance of the Services, to enable the Buyer to make payment 45 days from the first day of the month following delivery or completion. Documents not complying with the above may be rejected and cause delay in payment. If the Buyer fails to make payment as described in this clause, interest may be paid on late payments from the date the invoice is due for payment to the date when payment is made and will be charged at a rate of 1% per annum above the Bank of England base rate provided that the interest shall not apply to payments the Buyer disputes in good faith.
- 5.3 No payment made by the Buyer implies acceptance of the Goods supplied or Services performed and no payment in any way restricts or impairs any claims, rights or remedies the Buyer may otherwise have against the Seller. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.
- 5.4 If the Buyer is to make any interim, milestone and/or advance payments, the Seller shall provide an on demand advance payment bond, guarantee or surety in a form approved by the Buyer before any such payments are made by the Buyer. If required by the Buyer, the Seller shall (a) at its own cost and expense provide a parent company guarantee in a form approved by the Buyer for the due and faithful performance of the Contract. Such guarantee shall be binding notwithstanding any variations, alterations or extensions of time which may be made, given, conceded or agreed to under the Contract; and/or (b) provide an on-demand bond, guarantee or other surety to cover its entire obligations under the Contract until the expiry of the warranty period stated in clause 10.7 in an amount equivalent to ten percent (10%) of the Price and in a form approved by the Buyer. Until provision of such parent company guarantee, bond, guarantee or surety as is required by this clause, the Buyer (without prejudice to any other rights and remedies, including the right to terminate in accordance with these Conditions), shall be entitled to withhold any monies otherwise due to the Seller under this clause 5.
- 6. BUYER'S MATERIALS**
- 6.1 All Buyer's Materials required by the Seller to fulfil the requirements of any Contract shall be agreed with the Buyer in writing before the relevant Contract is entered into, and confirmed in the relevant Order. The Buyer shall deliver the Buyer's Materials required to perform the Contract to the Seller in accordance with the Order and/or the Production Schedule. Delivery shall be to the address agreed between the parties in writing and shall be during the Seller's usual business hours.
- 6.2 Subject to any requirement set out in the Order, the Seller shall carry out a reasonable visual inspection on the Buyer's Materials on receipt of the Buyer's Materials and within five (5) days of receipt such inspection and testing as may be necessary and practicable to check that the Buyer's Materials are not defective or deficient for the purpose for which they have been provided to the Seller and inform the Seller within two (2) days of completing such inspection and testing of any defects or deficiencies discovered in the Buyer's Materials and the Buyer shall provide instruction on whether the Buyer's Materials should be returned or disposed. If the Seller does not notify the Buyer of any defects or deficiencies in accordance with this clause, the Seller shall be deemed to have satisfied itself as to the suitability of the Buyer's Materials for their intended use and to have received same in good order and condition and in the quantities specified in the Contract and the Seller shall then be responsible for and accountable to the Buyer for any loss of or damage to the Buyer's Materials until safe delivery of the completed Goods incorporating the Buyer's Materials.
- 6.3 The Buyer shall not be liable to the Seller for any loss suffered by the Seller as a result of late delivery of the Buyer's Materials. The Production Schedule shall be amended to take account of any late delivery of the Buyer's Materials.
- 6.4 All rights in the Buyer's Materials are and shall remain the exclusive property of the Buyer or the Buyer's customers and shall be used by the Seller solely in respect of the Contract. The Seller shall keep the Buyer's Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation. At the Buyer's request, the Seller shall provide the Buyer with a list and the location of the Buyer's Materials (including any Waste) which are in the Seller's custody.
- 6.5 If there is any scrap, waste, swarf, surplus material or similar arising from the Buyer's Materials whether from a machining operation or otherwise ("Waste"), the Seller shall inform the Buyer and, unless otherwise specified in the Order, seek clarification from the Buyer whether the Waste is to be returned to the Buyer or disposed of by the Seller. If the Waste is returned to the Buyer, the Buyer will arrange transport to collect the Waste from the Seller's facilities. The cost of transporting the Waste from the Seller's facilities will be borne by the Buyer.
- 6.6 All the Buyer's Materials and any other Goods belonging to the Buyer which at any time are or ought to be in the custody or possession or under the control of the Seller shall be fully insured by the Seller during all such times. The Seller shall indemnify and hold the Buyer harmless against all liabilities, costs and expenses of every kind (including any liabilities, costs and expenses Goodwin incurs to a third party) in respect of any loss of or damage to the Buyer's Materials occurring whilst in the custody, possession or control of the Seller.
- 7. PRODUCTION SCHEDULE**
- 7.1 Unless otherwise stated in the Order, the Seller shall, within one week of the Commencement Date and on a weekly basis thereafter, provide such schedules, programmes, reports and other information as the Buyer may require to allow the Buyer to monitor the progress and timetable of the Goods and/or Services and to satisfy the Buyer that all practicable measures have been and are being taken to meet the delivery date or within the time or period stated in the Order ("Programme"). The Buyer and Seller shall discuss any questions or concerns the Buyer has with the Programme and the Seller shall implement appropriate recovery measures or plan to ensure the Goods and/or Services are delivered on the date or within the time or period stated in the Order. The Seller and its sub-contractors shall at all times allow persons duly authorised by the Buyer to enter upon the premises where the Goods or any part thereof is being manufactured or any work in connection therewith is being carried out.
- 7.2 The Buyer and the Seller shall endeavour to agree the Production Schedule. The Buyer shall be entitled to terminate the Contract, without liability to the Seller, in the event the parties cannot agree the Production Schedule.
- 8. DELIVERY**
- 8.1 The Goods shall be delivered to the Delivery Address on the date or within the time or period stated in the Order and the Services shall be performed on the date or within the time or period stated in the Order, in either case during the Buyer's usual business hours. The Seller shall be responsible for all costs, losses and damages incurred by the Buyer due to the failure of the Seller to comply with this essential condition. Where the date is to be specified after the Order, the date confirmed by the Buyer will be likewise essential.
- 8.2 The Seller shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. A packing note quoting the number of the Order, the product codes, the type and quantity of Goods and any special storage instructions (if any) must accompany each delivery, instalment or consignment of the Goods and must be displayed prominently.
- 8.3 Goods may only be delivered, or the Services performed, by instalments or separate consignments, where stated in the Order or with the Buyer's prior written consent. Where Goods are to be delivered by instalments, the provisions of clause 8.1 and clause 8.7 shall apply to each instalment.
- 8.4 Without prejudice to any other rights it may have the Buyer (a) is entitled to reject any Goods delivered which are not in accordance with the Contract, and (b) is not deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent. The Seller shall immediately collect the rejected Goods at its cost.
- 8.5 The Seller shall give reasonable notice to the Buyer of the time of delivery together with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 8.6 The Buyer is not obliged to return to the Seller any packaging or packing material, whether or not any Goods are accepted by the Buyer. If the Seller requires the packaging material to be returned to the Seller, this must be

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- clearly communicated to the Buyer in writing prior to delivery and the Seller shall be responsible for the cost of returning the packaging material.
- 8.7 The Seller shall give the Buyer immediate notice in writing if any delay is foreseen, including details of the cause of such delay. If the Goods, are not delivered on or the Services are not performed by the due date then, without limiting any of the Buyer's other rights or remedies (including liquidated damages), the Buyer shall be entitled to claim damages for any costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Contract including the Seller failing to deliver the Goods or perform the Services by the due date. The Seller acknowledges that the Buyer is likely to be liable to its end customer for late delivery charges and liquidated damages.
- 8.8 The Buyer has the right to refuse to accept Goods delivered in advance of the agreed delivery dates and to return at the Seller's expense any Goods delivered in excess of the quantity ordered. If the Seller delivers less than the quantity ordered, the Buyer may at its discretion reject all the Goods and if the Buyer accepts the lower quantity, a pro rata adjustment shall be made to the invoice for the Goods.
- 8.9 Subject to the foregoing provisions of this clause the Seller shall rectify or replace any Goods lost or damaged in transit at its cost.
- 8.10 If the Goods and/or Services are not delivered on the date stated in the Order, or do not comply with the undertakings set out in clause 10, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, the Buyer may exercise any one or more of the following remedies: (a) to terminate the Contract; (b) to reject the Goods and/or Services (in whole or in part) and return them to the Seller at the Seller's own risk and expense; (c) to require the Seller to repair or replace the rejected Goods and/or re-perform the Services, or to provide a full refund of the price of the rejected Goods and/or Services; (d) to refuse to accept any subsequent delivery of the Goods which the Seller attempts to make; and (e) to recover from the Seller any costs incurred by the Buyer in obtaining substitute goods from a third party.
- 8.11 If the Goods are not delivered on the date stated in the Order, the Buyer may, at its option, claim or deduct 0.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 5% of the Price.
- 8.12 This clause 8 shall apply to any repaired or replacement Goods or re-performed Services supplied by the Seller.
- 9. RISK AND TITLE**
- Risk of damage to or loss of the Goods passes to the Buyer on acceptance by the Buyer in accordance with the Contract. Title of the Goods passes to the Buyer, on delivery or payment for the Goods whichever is earlier but without prejudice to the Buyer's right of rejection. Unless otherwise agreed in writing all tools, dies and other equipment supplied by the Seller to the Buyer or manufactured and obtained by the Seller wholly or partly at the expense of the Buyer and any replacement thereof, shall be and remain the property of the Buyer and used only for the purposes of the Contract.
- 10. WARRANTIES AND LIABILITY**
- 10.1 The Seller warrants that the labelling of the Goods complies with the requirements of any statute or other instrument having the force of law and that all necessary information about the composition of and the use for which the Goods may be used has been provided to the Buyer. Nothing in this clause is to be construed as relieving the Seller from any obligation or liability the Seller may have under any statute or other instrument having the force of law.
- 10.2 The Seller warrants to the Buyer that the Goods and/or Services shall:
- 10.2.1 be carried out with at least the degree of skill and care to be expected of a competent supplier experienced in carrying out, completing and delivering goods or services similar in size, scope and complexity to the Goods and/or Services;
- 10.2.2 correspond and conform with their description and any Specification referenced in or attached to an Order including samples, examples, trials, demonstrations, representations or descriptions furnished under an Order pursuant to the Contract;
- 10.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any particular purpose for which the Goods are being bought which expressly or by implication is made known to the Seller, and in this respect the Buyer relies on the Seller's skill and judgement;
- 10.2.4 will be free from defects in design, material and workmanship and remain so for 12 months after the Goods are first commissioned for use by the Buyer's end customer;
- 10.2.5 be new and of first class materials and workmanship;
- 10.2.6 comply with the Mandatory Policies;
- 10.2.7 not supply any imitation or counterfeit Goods or any part thereof;
- 10.2.8 comply in design and construction and quality with all relevant requirements of any statute statutory rule or order or other instrument having the force of law and with all relevant codes of practice (including to British Standard Specifications and other regulations affecting the same) which may be in force when the
- Goods are supplied in the United Kingdom of Great Britain and Northern Ireland and any other territory to which the Buyer has informed the Seller the Goods will be supplied.
- 10.3 The Seller warrants to the Buyer 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 Buyer to expect in all the circumstances.
- 10.4 The Seller warrants to the Buyer that it shall: (a) adhere to the requirements of the Contract for product safety purposes; (b) take all necessary steps to mitigate or remove any potential risks, concerns or issues relating to product safety in the Goods and/or Services; and (c) notify the Buyer immediately if the Goods and/or Services do not conform (or concerned the Goods and/or Services will not conform once manufactured) with the Contract and at the Seller's cost implement all necessary corrective measures approved in writing by the Buyer.
- 10.5 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods and Services.
- 10.6 The Seller warrants that the Goods and Services conform in all respects with the Order and with any representations previously made by or on behalf of the Seller.
- 10.7 Without prejudice to any other remedy, if it is discovered within one year of commissioning of the Goods by the Buyer's customer or completion of the Services (as the case may be) that any Goods and/or Services are not supplied or performed in accordance with the Contract, (whether or not payment for them has been made to the Seller) then the Buyer may require the Seller on written notice and at the Buyer's sole discretion to:
- 10.7.1 collect or retrieve and repair the Goods or to supply replacement Goods or re-perform the Services in accordance with the Contract within five (5) days and at the Seller's sole cost;
- 10.7.2 if the Seller is unable to repair, replace or re-perform pursuant to clause 10.7.1, implement a recovery plan to the Buyer's satisfaction;
- 10.7.3 whether or not the Buyer has previously required the Seller to repair the Goods and/or re-perform the Services or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;
- 10.7.4 promptly refund the amount paid for the Goods and/or Services or a proportion thereof as the Buyer may agree is appropriate to reflect the extent of the impact of the defect; and/or
- 10.7.5 indemnify the Buyer in full for any costs the Buyer incurs over and above those which the Buyer would have been obliged to pay the Seller under the Contract in repairing or obtaining the Goods and/or Services from a third party, such costs to be paid within fourteen (14) days of the Buyer sending an invoice to the Seller.
- The foregoing rights of the Buyer do not prejudice, exclude or limit any claim for damages that the Buyer may have against the Seller in respect of any breach by the Seller of its obligations under the Contract whether during the one year period referred to or otherwise. Without limiting the foregoing, the Seller shall remain liable for the costs of rectifying or making good any latent defects in the Goods and/or Services (including any damage or loss in connection with such latent defect) in accordance with the relevant statutory limitation period applicable to this Contract. These Conditions shall apply to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Seller.
- 10.8 The Seller shall indemnify and hold harmless the Buyer against any and all liabilities, losses, claims, damages, payments, royalties, costs and expenses of every kind and nature (including 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) awarded against, suffered, incurred or paid by the Buyer (including costs of obtaining urgent replacements) as a result of or in connection with:
- 10.8.1 any infringement or alleged infringement of any IPR owned or controlled by a third party in respect of the Goods and/or Services except to the extent that the claim arises from compliance with any Specification supplied by the Buyer and shall promptly notify the Buyer if any claim or demand is made or action brought against the Seller for infringement or alleged infringement of any IPR in the Goods and or Services;
- 10.8.2 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 10.8.3 any breach of the Contract, including any breach of any warranty given by the Seller in relation to the Goods or the Services;
- 10.8.4 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim is in connection with the breach, negligent performance, acts, omissions or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors;

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- 10.8.5 any act or omission of the Seller or its employees, agents or sub-contractors in manufacturing, supplying delivering and installing the Goods;
- 10.8.6 any act or omission of any of the Seller's personnel in connection with the performance of the Services; and
- 10.8.7 the failure of the Goods and/or Services to comply with the Contract.
- 10.9 During the term of the Contract and for a period of six (6) years thereafter, the Seller shall unless otherwise approved by the Buyer maintain in force, with a reputable insurance company, comprehensive general or public liability insurance, including contractual and product liability, to cover the liabilities that may arise under or in connection with the Contract with a limit of no less than £5,000,000 (five millions pounds). The Seller shall supply certificates or policies of insurance giving details of the insurance cover (including deductibles or excess limits and material exceptions) and receipt for the current year's premium in respect of each insurance. The Seller shall arrange for the insurer to waive its rights of subrogation and name the Buyer as a joint insured on the policies required under the Contract.
- 10.10 On the request of the Buyer in writing the Seller will suspend delivery of the Goods or performance or the Services if the Buyer is prevented from accepting the same for causes beyond the Buyer's control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Buyer's control: (a) act of God or nature, explosion, flood, tempest, fire or accident; (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (d) import or export regulations or embargoes; (e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Buyer or a third party); (f) difficulties in obtaining raw materials, labour, fuel parts or machinery; (g) power failure or breakdown in machinery; (h) delay by the Buyer's customer.
- 10.11 The Buyer hereby gives notice that the business of the Buyer and its customers is such that any breach of the above warranties or late delivery is liable to cause serious financial loss and/or physical injury.
- 10.12 This clause 10 shall survive termination of the Contract.
- 11. TERMINATION AND SUSPENSION**
- 11.1 The Buyer is entitled to cancel the Order in respect of all the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or completion of performance in which event the Buyer's sole liability shall be to pay the Seller a fair and reasonable compensation for any work in progress for the Goods and/or Services at the time of termination, but such compensation shall not include loss of profits, loss of use, loss of trading revenue or any consequential or indirect loss.
- 11.2 The Buyer is entitled to immediately terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
- 11.2.1 the Seller breaches any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing to do so;
- 11.2.2 the Seller repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 11.2.3 the Seller makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
- 11.2.4 an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Seller;
- 11.2.5 the Seller ceases, or threatens to cease to carry on business;
- 11.2.6 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly;
- 11.2.7 the Seller's financial position deteriorates to such an extent that in the Buyer's opinion the Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 11.2.8 the Seller refuses or fails to deliver the Goods and/or Services within the time specified or fails to comply with any other provisions of the Contract or so fails to make progress so as to endanger performance hereunder.
- 11.3 The exercise of the right granted to the Buyer hereunder does not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Buyer.
- 11.4 In the event of cancellation or termination by the Buyer under the provisions of this clause 11 all Goods which the Buyer has agreed to accept and all Buyer's Materials will be delivered to the Buyer at the Seller's risk and expense within fourteen (14) days of the date of notice of cancellation or termination. In the event that the Seller fails to comply with the provisions of this clause 11.4 then the Buyer has the right to enter upon the premises of the Seller with appropriate transport and take possession of such Goods and Buyer's Materials.
- 11.5 The Buyer shall by notice in writing to the Seller, be entitled to suspend the Contract or any part thereof. If the Seller shall be delayed in the performance of any of its obligations under the Contract by any suspension (other than a notice of suspension given in connection with the Seller's own breach of contract) then any additional costs or expenses agreed by the Buyer directly and unavoidably incurred by the Seller as a result of such suspension may be added to the Price. The Buyer shall in no event be liable to the Seller for any loss of profit, loss of use, loss of trading revenue or consequential or indirect loss, whether arising in connection with or as a result of such suspension.
- 12. ANTI-BRIBERY AND ETHICAL CONDUCT**
- 12.1 The Seller undertakes that neither it nor any person acting on its behalf will give, agree or promise any financial or other advantage to or for the benefit of any person for the purpose of influencing or rewarding any act or decision of any representatives of the Buyer in relation to or in connection with the award or negotiation of the Order.
- 12.2 The Seller shall: (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and Mandatory Policies ("**Relevant Requirements**"); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; (d) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract.
- 12.3 The Seller shall ensure that any person associated with the Seller who is performing Services or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause 12 ("**Relevant Terms**"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 12.4 The Seller represents that it has and read, understood and will comply with the Supplier Code of Conduct as set out on the Buyer's website: <https://www.goodwinsteelcastings.com/suppliers>, as amended or replaced from time to time by the Buyer. The Seller undertakes to promptly (and in any event within seven (7) days) notify the Buyer of any alleged, potential, suspected or actual breach of the Supplier Code of Conduct and at all times to act in a way as to uphold the Buyer's good name and reputation. The Buyer may immediately terminate the Contract for any breach of this clause 12 without any liability whatsoever to the Seller.
- 13. CONFIDENTIAL INFORMATION**
- 13.1 A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature (including those referred to in clause 13.2) and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 13.2 The Seller agrees not to make any use of the Buyer's Materials furnished to it by the Buyer or created hereunder, except for performance of the Order. On completion or termination of the Order, the Seller shall return to the Buyer on demand, all the Buyer's Materials and any copies made by the Seller.
- 13.3 The Contract is confidential between the Buyer and the Seller and it is agreed by the Seller that none of the details connected herewith shall be published or disclosed to any third party without the Buyer's written permission.
- 13.4 This clause 13 shall survive termination of the Contract.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 If Foreground IP is created as a result of the work undertaken by the Seller under or in connection with the Contract, the Seller agrees that such Foreground IP shall vest in and be the absolute property of the Buyer. The Seller assigns or shall procure the assignment to the Buyer, with full title guarantee and free from all third party rights, the Foreground IP and all other rights created as a result of each Order and the Seller shall (at its own cost) do all necessary acts to vest such Foreground IP in the name of the Buyer or its nominee, such acts to include the execution of documents in respect of any invention arising from the performance of the work under the Contract.

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- 14.2 If the Seller uses any of its Background IP in or with the Goods and/or Services, such Background IP shall remain vested in and be the property of the Seller or its licensors provided that such Background IP is clearly identified as such in writing or clearly and legibly marked by the Seller as Background IP. The Seller hereby grants to the Buyer, and the Buyer's customer, for use as necessary in connection with the Foreground IP a fully paid up, non-exclusive, royalty free, irrevocable, perpetual, transferable, worldwide, right and licence (with the ability to sub-licence) in respect of the Background IP.
- 14.3 Any Background IP provided by the Buyer (including any Specification or the Buyer's Materials) shall remain vested in and be the property of the Buyer or its licensors.
- 14.4 The Seller shall promptly provide the Buyer with written details of the Goods and/or Services for inclusion in operating manuals or similar which the Buyer may request from time to time.
- 15. LAWS AND REGULATIONS**
- 15.1 The Seller shall comply with all applicable laws, statutes, directives and regulations, codes (including the Health and Safety at Work Act 1974 and the Control of Substances Hazardous to Health 2002) and the Mandatory Policies. Within ten (10) days of the receipt of the Buyer's Order, the Seller undertakes to supply to the location named in the Order, all appropriate Manufacturers Safety Data sheets to enable the Buyer to comply with any duties imposed by any law, statute, regulation or directive concerning the handling, storage, installation, use and operation of the Goods or otherwise advise the Buyer in writing that the Goods are non-hazardous. This essential obligation survives termination or cancellation of the Order. Later implementation of law, directive or regulation shall require subsequent notification by the Seller and the provision of appropriate data. Where applicable, the Seller shall comply and ensure all sub-contractors comply with the Buyer's site regulations.
- 15.2 The Seller warrants that where applicable it has complied with regulations concerning the registration, evaluation, authorisation and restriction of chemicals ("REACH"). The Seller shall ensure that each chemical substance contained in or used in the manufacture of the Goods is where required, registered including for the Buyer's use, supplied with a safety data sheet and is not restricted under REACH. Notwithstanding any requirements under REACH, the Seller will immediately notify the Buyer if any of the Goods are manufactured using or contains a substance listed on the "[Candidate List of Substances of Very High Concern for Authorisation](#)", published by the European Chemicals Agency. The Seller will answer all reasonable questions raised by the Buyer and provide all data sheets and other information required to enable the Buyer to fulfil its own obligations under REACH, its own quality processes or contractual obligations to its customers.
- 16. QUALITY SYSTEMS REQUIREMENTS**
- The Seller shall operate a quality management system that either meets the requirements or is certified as meeting the requirements of BS EN ISO: 9001 or, at the Buyer's discretion, other agreed alternative standards. Seller's holding BS EN ISO: 9001 approvals shall ensure Goods are manufactured and supplied in accordance with its approved quality management system certification. The Seller shall inform the Buyer immediately should any approvals or certification be suspended, withdrawn or expire. Where the Buyer references standards, codes and specifications on the Order, the Seller shall conform to the latest amendments at the date of Order.
- 17. GENERAL**
- 17.1 The Seller represents and warrants that at the date of the Contract neither the Seller nor any of its officers or employees: (a) has been convicted of any offence involving slavery and human trafficking; and (b) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking. The Seller shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 17.2 The Order is personal to the Seller and the Seller shall not assign, transfer or subcontract or purport to assign, transfer or subcontract to any other person any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Seller, the Seller shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 17.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if sent by email, at 09:00 on the next day after transmission; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 17.4 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.
- 17.5 If any provision or part provision of these Conditions or the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions or the Contract.
- 17.6 The Buyer shall at all reasonable times have the right to carry out audits and take copies of the books and records (including data stored on computers) of the Seller in so far as they relate to the Contract or to have such audits carried out by any auditing firm appointed by the Buyer. The Buyer audit rights shall apply during the course of the supply of the Goods and/or Services and extend for a period of six (6) years from the date the final Goods and/or Services were delivered to the Buyer. The purpose of any such audit shall be for verification of all invoiced amounts (including the Price, charges or costs) made by the Seller to the Buyer and any of the Seller's obligations performance of which is capable of being verified by audit. The Buyer shall not be entitled to audit the makeup of fixed prices and rate except necessary for the proper evaluation of any variations. The Seller shall co-operate fully with the Buyer and/or its appointed auditing firm in the carrying out of any audit required by the Buyer. The Buyer shall conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Seller. The Seller shall keep all documents, including that which is stored on computers, related to the Contract for a period of six (6) years from the date the final Goods and/or Services were delivered to the Buyer.
- 17.7 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.
- 17.8 No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of the terms and conditions of the Contract.
- 17.9 Each party shall comply at all times with all applicable laws in respect of the protection and privacy of personal data including the General Data Protection Regulation ("Data Protection Laws") and shall not perform its obligations under the Contract in such a way as to cause the other party to breach any of its obligations under such Data Protection Laws.
- 17.10 The relationship between the parties under the Contract is that of independent contractors and nothing in the Contract shall be deemed to create a relationship of joint venture, partnership, employee/employer, agency or any other fiduciary relationship between the parties and accordingly neither party shall: (a) have any authority to incur expenditure in the name of or for the account of the other unless agreed in writing in advance; or (b) hold itself out or permit itself to be held out as having any authority to do or say anything on behalf or in the name of the other.
- 17.11 The Seller agrees that the subject matter of the Contract (including Goods and/or Services provided under it), may be subject to applicable export control and trade sanctions laws, regulations and rules ("Rules"). The Seller shall be responsible for its compliance with the Rules. The Seller shall not use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the subject matter of the Contract, directly or indirectly, to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by the Rules. The Seller shall not do anything which would cause the Buyer to be in breach of the Rules.
- 17.12 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, shall be governed by and construed in accordance with the laws of England and Wales.
- 17.13 Each party irrevocably agrees that the courts of England and Wales shall have 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.