

TERMS AND CONDITIONS OF PURCHASE

1. Definitions

In these conditions, the following definitions and rules of interpretation shall apply:

“Contract” means the contract between the Seller and SPTL for the sale and purchase of the Goods in accordance with these conditions.

“Goods” means the goods ordered by SPTL, as specified in an Order.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, 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.

“Order” means SPTL’s purchase order for the Goods to which these conditions are attached.

“Seller” means the seller named in the Order.

“SPTL” means SPT Labtech Limited.

A reference to a statute or statutory provision is a reference to it as amended, extended, superseded or re-enacted from time to time.

2. Basis of Contract and Orders

2.1 These conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by SPTL to purchase the Goods in accordance with these conditions. The Order shall be deemed to be accepted by the Seller on the earlier of:

- a) the Seller issuing a written acceptance of the Order; and
- b) the Seller doing any act consistent with fulfilling the Order,

at which point the Contract will come into existence.

2.3 SPTL will not be responsible for any Goods or services purported to be ordered by it unless confirmed by email or letter with a SPTL Purchase Order number.

2.4 Variation to this Contract shall be valid only if confirmed by a director of SPTL in writing.

3 Price

The price of the Goods shall be the price stated in the Order and shall include:

- a) all delivery, carriage, insurance and packaging costs and no extra charges shall be effective unless agreed in writing and signed by SPTL. SPTL shall not be charged nor be responsible for the return of any pallets or other packaging or delivery items; and
- b) an irrevocable and unrestricted right to use, copy, modify or change any computer programs which are supplied by the Seller for any purpose.

4. Delivery

4.1 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.

4.2 The Seller shall deliver the Goods on the date specified in the Order and to the Delivery Location. Delivery shall be completed upon the unloading of the Goods at the Delivery Location.

4.3 Unless specified to the contrary,

- a) title and risk in the Goods shall pass to SPTL upon completion of delivery at the Delivery Location; and
- b) time shall be of the essence. If a delay or shortfall appears likely, the Seller must inform SPTL of the fact, but such notice will not relieve the Seller of any breach hereunder.

4.4 SPTL shall be entitled to inspect all items supplied following delivery and to reject and return at the Seller's expense the whole or part of any item or batch that is faulty in design, quality or construction or which does not come up to the sample or the standard, for credit rebate of the price or replacement at SPTL's sole option.

5. Payment

Provided that the Seller has delivered the Goods described in the Order and submitted an accurate invoice then SPTL shall endeavour to pay the Seller's invoice within the number of days agreed between SPTL and the seller

6. Warranty

6.1 The Seller warrants that:

- a) all Goods conform
 - i. as to quantity, quality and description with the particulars including technical details, drawings or other information specified in the Order or otherwise made known in writing to the Seller; and
 - ii. with any samples provided by either SPTL or the Seller; and
 - iii. to United Kingdom safety standards;
- b) the Goods are free from defects in design, materials and workmanship.
- c) any computer software supplied will provide the features and facilities specified in this Order and otherwise represented by the Seller as being available.
- d) the Goods are of satisfactory and merchantable quality and fit for their intended purpose where made known to the Seller or where it may reasonably be inferred.
- e) any services shall be provided with the exercise of all reasonable care and skill.

6.2 These warranties shall survive any termination of this order and are not affected by inspection, delivery, acceptance or payment and shall ensure for the benefits of SPTL's successors, assigns, customers and users of the item or services provided.

6.3 In addition to and without limiting any of SPTL's remedies at law or otherwise for breach of any of the above warranties, for a period of 12 months or otherwise agreed from the date of delivery of the Goods, the Seller shall repair or replace any Goods that do not conform to the above warranties at no cost to SPTL.

6.4 All goods and services shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) relating to the Goods and their sale in force at the time of delivery.

7. Right of Inspection

The Seller shall, upon the request of SPTL, grants access to SPTL or its nominated representative, to the Seller's premises and any other location at which the Goods are manufactured, to inspect its manufacturing process and quality procedures in respect of the Goods. SPTL will keep all information that it learns or is disclosed by the Seller during such inspections confidential.

8. Drawings and Specifications

All drawings, specifications, materials and other data supplied by SPTL in connection with any Order will remain SPTL's property and must be surrendered to SPTL upon completion of the Order. They must be used solely by the Seller in aid of the manufacture of the items called for on this Order and for no other purpose whatsoever excepting with SPTL's written consent.

9. Intellectual Property Rights

- 9.1 The Seller acknowledges and agrees that all Intellectual Property Rights in any designs and specifications provided by SPTL, and in any items made to such designs and specifications or made to produce items to such designs and specifications (including without limitation tooling and moulds for tooling) will be owned by SPTL absolutely and the Seller hereby assigns to SPTL absolutely all such existing and future Intellectual Property Rights.
- 9.2 The Seller acknowledges and agrees that SPTL shall own all improvements to any SPTL Designs or SPTL Products that the Seller discovers or creates and the Seller shall immediately disclose such inventions to SPTL upon their creation and keep them confidential unless permitted to disclose them by SPTL in writing.

10. Confidentiality

The Seller shall keep confidential any drawings, designs or information relating to SPTL whether of a commercial or technical nature.

11. Data Protection

- 11.1 The parties mutually undertake and agree to comply with the Data Protection Act 2018 (if applicable).
- 11.2 Where the Order involves the transfer of data to SPTL for the purposes of marketing, the Seller warrants and represents that SPTL has a right to use such data for the purposes of instigating electronic marketing campaigns in accordance with the Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003.

12. Termination

- 12.1 SPTL may cancel the whole or part of the Order at any time with immediate effect by written notice, by letter or email,
- a) for any reason prior to delivery subject to SPTL paying the Seller fair and reasonable compensation for any work in progress on the Goods completed by the Seller in reliance on the Order at the time of termination, excluding loss of anticipated profits or any indirect or consequential loss;
 - b) If the Seller fails to comply with any of its obligations under the order, or
 - c) If the Seller becomes bankrupt or insolvent or shall make any arrangements with his creditors, or being a company, shall make an arrangement with its creditors or to be liquidated or have an Administration Order made against it or have an Administrative Receiver, Administrator, Receiver, or like officer appointed over any of its assets, or
 - d) ceases or threatens to cease trade, or
 - e) is acquired by or merges with any third party, or
 - f) purports to assign any of its obligations under this Order without SPTL's prior written consent.
- 12.2 SPTL's right of cancellation is in addition to such other rights and remedies as SPTL may be entitled to. Upon cancellation, the Seller will, if requested, provide SPTL with all partly completed work and material purchased by SPTL and with all such documentation and information as may be necessary to enable a third party to complete the manufacture and supply of items ordered. Where the cost of completing such items or acquiring equivalent items from an alternative source exceeds the price that would have been payable to the Seller, the Seller will pay such excess to SPTL on demand. All software licences shall continue without further payment or royalties or other charges notwithstanding cancellation by SPTL in accordance with this provision.

13. RoHS Compliance

The Seller expressly warrants that to the extent applicable, the goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by SPTL.

14. Health and Safety

In accepting this order the Seller undertakes to inform SPTL in writing and before delivery of any goods containing hazardous materials or goods requiring special handling.

15. Assignment and Subcontracting

None of the Seller's obligations under this Contract may be subcontracted to a third party without SPTL's

written authority (other than is normal in the course of the trade or business concerned). The Seller may not assign any of its rights or obligations under this Contract without SPTL's prior written consent.

16. Force Majeure

SPTL reserves the right to require the Seller to suspend deliveries in the case of any strike, lock out, accidents or stoppages of SPTL's business or other event beyond SPTL's control which prevents or hinders the use of the Goods, and payment shall be postponed until such time as delivery shall be resumed.

17. Indemnity

The Seller shall indemnify SPTL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by SPTL arising out of or in connection with:

- a) any breach of the warranties contained in clause 6;
- b) the Seller's breach or negligent performance or non-performance of this Contract;
- c) any claim made against SPTL for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with SPTL's use of the Goods;
- d) if any claim made against SPTL by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Seller, its employees, agents or subcontractors;
- e) if any claim made against SPTL by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; or
- f) the processing of any personal data transferred to SPTL in connection with this Contract, or a breach by the Seller of clause 11.2 (each a **Data Claim**), except to the extent that the Data Claim has arisen out of or in connection with any negligence or wilful default of SPTL.

18. Anti-Bribery

The Seller shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).

19. Labour standards / Modern Slavery Act 2015

- 19.1 Suppliers providing goods or service to SPTL warrant that they have thoroughly investigated their labour practices and those of its direct suppliers, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any direct suppliers or subcontractor to their organisation.
- 19.2 The supplier confirms that they have put in place all necessary processes, procedures, investigations and compliance systems to ensure that this situation will continue to be the case at all times and they are fully compliant with the Modern Slavery Act 2015.

20. Dispute Resolution

If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute") then either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Supplier and Buyer shall attempt in good faith to resolve the Dispute.

21. General

- 21.1 If any of the terms of this Contract become invalid, illegal or unenforceable, the remaining provisions shall continue to have full force and effect.
- 21.2 A waiver by either party of any term or condition of this Contract in one instance shall not be deemed or construed to be a waiver of such term or condition for any similar instance or of any subsequent breach. All rights, remedies, undertakings and obligations herein are cumulative.
- 21.3 Neither party will use the name of the other or any of its employees for advertising or publicity purposes without its or their respective consents.

- 21.4 The Seller represents and undertakes that it is entering this Contract as principal and not as agent for any other party. Nothing in this Contract shall create or be deemed to create a partnership or relation of principal and agent between the parties.
- 21.5 Any notices or other communications to be given under this Contract shall be given in English in writing to the parties at the addresses specified in the Order or such other addresses as may be agreed between the parties in writing from time to time.
- 21.6 This Contract shall be governed by and construed in accordance with the laws of England, and both the parties submit to the non-exclusive jurisdiction of the English Courts to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).