

## TERMS AND CONDITIONS

VES Andover Limited of Eagle Close, Chandlers Ford Industrial Estate, Eastleigh Hampshire ("We" or "Us")

### 1 Basis of Purchase

- 1.1 The Order constitutes an offer by Us to the provider of goods or services ("You") to purchase the Goods/Services subject to the Conditions. Your provision of the Goods/Services shall be deemed to be acceptance of that offer.
- 1.2 The Conditions shall apply to the Contract to the exclusion of all other conditions whatsoever, including any conditions in quotations from You which shall be expressly excluded, except such as constitute warranties or guarantees on the part of You additional to those set out in these Conditions. No amendments to the Order or the Conditions, shall unless expressly agreed in writing by Us, be deemed to form part of the Contract.
- 1.3 The following definitions shall apply:

Conditions	the standard terms and conditions of purchase set out herein and in the Order and including any special terms and conditions agreed in writing between You and Us
Contract	the agreement between You and Us for the sale and purchase of the Goods and/or the performance of the Services
Goods	the goods and/or materials (including any installment of the goods or materials or any part of them) described in the Order
IP	any intellectual property whatsoever including (but not limited to) any copyright, patent, trademark, and/or design right and including (but not limited to) designs, written or graphic material, materials
Order	the purchase order attached hereto
Our Goods	samples, free issue parts, tooling or any other product provided by Us to You
Services	the services described in the Order

### 2 Specifications and Safety

- 2.1 The quantity, quality and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable specification supplied by Us to You or agreed in writing by Us.
- 2.2 You will comply with all applicable regulations or other legal requirements in the jurisdiction from which the Goods/Services are supplied concerning the production, manufacturing, packaging, labelling and delivery of the Goods and/or the performance of the Services, including but not limited to the relevant English, European or other national or international regulations, CE labelling (other than in USA), electrical and mechanical regulations, the WEEE Directive, the RoHS Directive and all current requirements of the Health & Safety at Work Act 1974 as amended from time to time, along with other Acts of Parliament, notes, orders or regulations of any competent authority dealing with matters of safety, health, the environment and welfare. It is your responsibility to comply with our Safety Policy, a copy of which is available from Us.
- 2.3 You shall not unreasonably refuse any request by Us to inspect and test the Goods or the performance of the Services during manufacture, processing or storage at your premises or any third party prior to despatch or handover or completion of the Services, and You shall provide Us with all reasonable facilities required for inspection and testing.
- 2.4 If as a result of inspection or testing We are not satisfied that the Goods and/or the Services will comply in all respects with the Contract, and We inform You within 7 days of inspection or testing, You shall then take such steps as are necessary to ensure compliance.

### 3 Price

- 3.1 You will submit to Us an invoice quoting our purchase order number, the price stated in the Order. The price shall (unless otherwise expressly stated) be inclusive of all taxes, levies, duties, carriage, packing charges, insurance imposts and the like.
- 3.2 The price payable will be as stated on the Order and shall not be varied unless our purchasing manager has agreed in writing.
- 3.3 We reserve the right to cancel the Order in whole or in part if You fail to comply with any of the Conditions.
- 3.4 We shall be entitled to set off against the price stated in the Order any monies owed to Us by You.

### 4 Delivery and Performance

- 4.1 The Goods shall be delivered to the address(es) stated overleaf or as communicated by Us to You throughout the performance of the Contract and You shall effect delivery of the Goods in accordance with our delivery programme and the Goods shall be clearly marked and identified and shall be properly packaged so as to avoid any damage to the Goods.
- 4.2 The time of delivery of the Goods is of the essence of the Contract and should You fail to comply with any delivery date or dates established in accordance with Condition 4.1 above, You shall pay any costs incurred arising from such failure. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 4.3 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until We have 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.
- 4.4 You shall perform the Services at the the address(es) stated overleaf or as communicated by Us to You throughout the performance of the Contract. Time is of the essence in the Performance of the Services.
- 4.5 You will indemnify Us against any loss suffered as a result of damage to the Goods caused by You or Your agents, including but not limited to carriers and delivery agents, caused during transit and/or delivery to Us or the delivery address(es) stated overleaf or as communicated by Us to You throughout the performance of the Contract. Nothing in this clause will affect our statutory or contractual rights to reject the Goods.

### 5 Title

- 5.1 Title to the Goods shall pass to Us upon delivery by You to Us unless payment for the Goods is made prior to delivery, when it shall pass to Us once payment has been made and the Goods have been appropriated to the Contract.
- 5.2 Title to Our Goods shall remain ours and be returned to Us on our request. You will store our Goods separately from goods belonging to third parties at all times, mark them as our property, and you shall not destroy, deface or obscure any identifying mark on or relating to Our Goods. Your right to possession of Our Goods shall terminate immediately on the happening of any of the events listed in Conditions 8.1.2. to 8.1.3.
- 5.3 You grant Us, our agents and our employees an irrevocable licence at any time to enter any premises where Our Goods are or may be stored in order to inspect them, or, where your right to possession has been terminated, to recover them.

### 6 IP and Confidentiality

- 6.1 We shall own any IP generated by You and Us (whether solely or jointly) during the course of the Contract.
- 6.2 You shall at the request and reasonable expense of Us take all such steps and execute all documents as We may reasonably require to vest title to IP in Us.
- 6.3 You may not at any time during or after the end of the Contract disclose any confidential information and/or trade secrets supplied to You by Us, including (but not limited to) any, designs, written or graphic details and materials, except as required by law, or use any such information for any purposes other than performance of the Contract.

### 7 Warranties and Liability

- 7.1 You warrant to Us that the Goods will be of merchantable quality and fit for any purpose held out by You or made known by Us to You in writing at the time the Order is placed; and will be free from defects in design, material and workmanship; and will correspond with any relevant specification or sample; and will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 7.2 Where the Order is for the provision of Services, You warrant to Us that there is in force (and there will continue to be in force throughout the performance of the Contract) a contract of insurance covering the risk of any claim for negligence or breach of contract in respect of any loss arising from the performance of the Contract
- 7.3 Where the Order is for the provision of Services, You warrant to Us that the person(s) performing the Services hold current and appropriate qualifications and any relevant registrations from an appropriate and competent authority for the performance of the Services, including but not limited to the appropriate electrical, mechanical, refrigeration, plant-handling, asbestos handling and duct work cleaning qualifications and registrations. You further warrant that the person(s) performing the Services are appropriately experienced, equipped and fit to perform the Services.
- 7.4 You will indemnify Us against any and all liability incurred by Us arising from your performance of the Services or the provision of the Goods or any breach of the Contract.

### 8 Termination

- 8.1 We reserve the right, at any time and by giving notice in writing, to terminate the Contract if;
- 8.1.1 You commit a material breach of any of the terms and conditions of the Contract; or
- 8.1.2 Your financial position deteriorates to such an extent that in our opinion your capability to fulfil your obligations under the Contract has been placed in jeopardy; or
- 8.1.3 You make an arrangement or composition with your creditors, or convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed over your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in respect of You, or any proceedings are commenced relating to your insolvency or possible insolvency.

### 9 Governing Law

- 9.1 The Contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.