

1. DEFINITIONS

In these Conditions:

- 'Buyer' means TR Fastenings Limited or if applicable any other subsidiary of Trifast plc, 'Buyer' shall be a reference to such buyer either in addition to or substitution for TR Fastenings Limited (as the case may require).
- 'Conditions' means 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' means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services in accordance with these Conditions.
- 'Deliverables' means all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- 'Delivery Address' means the address or addresses for delivery of the Goods and performance of the Services as stated on the Order or, if no such address is stated, the principal trading address of the Buyer.
- 'Goods' means the goods (including any instalment of the goods or any part of them) described in the Order.
- 'Order' means the Buyer's purchase order to which these Conditions are annexed.
- 'Seller' means the person so described in the Order.
- 'Services' means the services (if any) (including any part of them) described in the Order.
- 'writing' includes facsimile transmission, electronic mail and any other means of communication as may be agreed between the parties.

2. APPLICATION

- 2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, correspondence or elsewhere, or implied by trade, custom, practice or course of dealing, unless specifically agreed to in writing by an authorised representative of the Buyer.
- 2.3 The Order will lapse unless unconditionally accepted by the Seller in writing within 7 (seven) days of its date, unless the Buyer otherwise agrees in writing.
- 2.4 No variation to the Order or these Conditions shall be binding unless agreed in writing by an authorised representative of the Buyer.

3. PRICE AND TERMS OF PAYMENT

- 3.1 The price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
- 3.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
- 3.1.2 inclusive of 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 and all costs and expenses of the Seller incurred in connection with the performance of the Services.

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- 3.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 3.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.
- 3.4 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, Deliverables, or completion of performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 3.5 Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods, Deliverables, and/or the Services within 60 (sixty) days after the end of the month of delivery of the Goods, Deliverables, or completion of performance of the Services in question by the Buyer unless the Goods or Services have been rejected by the Buyer in accordance with the provisions hereof.
- 3.6 If the Buyer fails to make a payment due to the Seller by the due date, then the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3.6 shall accrue each day at 2% (two percent) a year above the Bank of England's base rate from time to time.
- 3.7 The Buyer shall be entitled to set off against the price any sums owed to the Buyer by the Seller.

4. DELIVERY

- 4.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 4.2 Where the date of delivery of the Goods or of performance of the Services is to be specified by the Seller after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.
- 4.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. If the Seller fails to deliver any of the Goods, Deliverables or perform any of the Services by the date specified in the Order, the Buyer shall (without prejudice to its other rights and remedies) be entitled at the Buyer's sole discretion:
- 4.3.1 to terminate the Contract in whole or in part;
 - 4.3.2 to purchase the same or similar Goods and/or Services from another seller;
 - 4.3.3 to refuse to accept the delivery or performance (as the case may be) of any more Goods and/or Services under the Contract;
 - 4.3.4 to recover from the Seller all costs and losses resulting to the Buyer from the failure in performance or delivery (as the case may be), including the amount by which the price payable by the Buyer to acquire those Deliverables from another seller exceeds the price payable under the Contract and any loss of profit; and
 - 4.3.5 all or any of the foregoing.
- 4.4 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 to reach their destination in an undamaged condition in the ordinary course.
- 4.5 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently, together with any other information reasonably requested by the Buyer.

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- 4.6 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 4.7 The Buyer shall be entitled to reject any Goods delivered or Service performed, which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods or Services has become-apparent.
- 4.8 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 4.9 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 4.10 The Services shall be performed by the Seller at the Delivery Address on the date(s) specified in the Order.
- 4.11 The Services shall be deemed performed on confirmation of completion of the Acceptance Conditions by the Buyer in writing OR completion of the performance of the Services as specified in the Order.

5. VARIATIONS

- 5.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable information supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 5.2 All items delivered over and above the quantity set out in the Order will not be paid for. The Buyer agrees to notify the Seller within 10 (ten) business days of its discovery of such excess but shall have no other liability in respect thereof unless it, in its sole discretion, otherwise agrees. The Buyer shall be free to dispose of the same in the event that the Seller has not collected such excess within 10 (ten) business days of notification.

6. INSPECTION

- 6.1 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 6.2 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 10 (ten) business days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 6.3 The Buyer shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled, and the Buyer has notified confirmation of such to the Seller in writing.
- 6.4 The Acceptance Conditions are that:
- 6.4.1 for Goods, the Goods and delivery note have been fully delivered to or at the Delivery Address;
 - 6.4.2 for Services, the Services have been performed in accordance with any relevant specification at the Delivery Address; and
 - 6.4.3 all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Buyer at its sole discretion acting reasonably;

- 6.4.4 the Buyer has notified the Seller in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Order and the Conditions of the Contract including this clause 5.
- 6.5 The Buyer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late, or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Buyer's rights and remedies, including its right to reject.
- 6.6 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Seller shall promptly and at its own cost arrange for redelivery of the correct volume.
- 6.7 Any rejected Goods may be returned to the Seller by the Buyer at the Seller's cost and risk. The Seller shall pay to the Buyer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 6.8 The Buyer may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at the Buyer's option, either by the Buyer or the Seller, and the results of the tests shall be made available to the Buyer.
- 6.9 The Buyer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Seller shall provide the Buyer with access to, and use of, all facilities reasonably required.
- 6.10 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Buyer's other rights and remedies, including its right to reject.
- 6.11 The rights of the Buyer in this clause 6 are without prejudice to the Buyer's other rights and remedies under the Contract including under clause 9.

7. RISK

Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

8. TITLE

- 8.1 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
- 8.2 Where the Buyer supplies its own or its customer(s) property to the Seller, the Seller shall be responsible for the storage, safe keeping and good order thereof and shall insure the same for its full market value against all risks (where possible notifying the insurer of the interest of the Buyer therein).

9. THIRD PARTY RIGHTS

- 9.1 The Goods provided by the Seller shall be free from any encumbrances and claims of third parties, or such rights and privileges of any third party that interferes with the use of the Goods or Services by the Buyer or its customer.
- 9.2 In relation to the Goods and Services subject to these Conditions, the Contract, or any Order the Seller shall indemnify the Buyer against any and all liabilities claims and costs incurred by or made against the Buyer in relation to infringement or alleged infringement of any rights of any third party.
- 9.3 The Seller shall notify the Buyer of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Seller shall conduct any such proceedings, provided that the Buyer shall

have the option to participate. The Buyer may exercise its right to participate in such proceedings at any time during the proceedings and in such manner as it shall determine. Even if the Buyer has not chosen to exercise its right to participate, the Seller shall obtain the Buyer's written approval before entering any settlement requiring a payment from the Buyer or the Buyer to admit any wrongdoing. The Buyer shall provide all such reasonable information in connection therewith as the Seller may request. The cost of any such proceedings shall be borne in such proportions as the parties shall determine.

10. WARRANTIES

10.1 The Seller warrants to the Buyer, its successors, assignees and their respective customers that the Goods will, for a minimum period of 2 (two) years following the date of completion of the acceptance test for such Goods:

- 10.1.1 be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed and for use by the Buyer in the ordinary course of its business;
- 10.1.2 be free from defects in design, material and workmanship;
- 10.1.3 correspond with any relevant specification, applicable drawings, samples and other descriptions furnished; and
- 10.1.4 comply with all applicable laws, statutory requirements and regulations relating to the sale of the Goods.

The Seller's responsibility under this warranty shall include, without limitation, all parts, labour and transportation costs in the event the Goods must be returned to Seller for repair or replacement.

10.2 The Seller warrants to the Buyer, its successors, assignees and their respective customers that:

- 10.2.1 it has all consents, licences and authorisations necessary to deliver and perform the Deliverables and/or Services;
- 10.2.2 it will ensure the Contract is executed by a duly authorised signatory on behalf of Seller;
- 10.2.3 it will provide high quality documentation for the Deliverables and/or Services;
- 10.2.4 it will ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
- 10.2.5 the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade using products of such high standards of quality as it is reasonable for the Buyer to expect in all the circumstances;
- 10.2.6 the Services will be performed in a manner that complies with all applicable laws, statutory requirements and regulations relating to the performance of Services;
- 10.2.7 it shall, whenever possible, use parts of the highest industry quality, and shall supply a detailed bill of materials listing all parts;
- 10.2.8 the Services shall conform with all descriptions, plans and specifications provided by the Buyer;
- 10.2.9 the Deliverables shall be fit for any purpose the Buyer expressly or impliedly makes known to the Seller;

- 10.2.10 no counterfeit Goods and/or Deliverables will be supplied and in the event that Goods and/or Deliverables supplied constitute or include counterfeit goods or deliverables, the Seller will immediately, at their own expense, replace such counterfeit Goods and/or Deliverables with genuine Goods and/or Deliverables conforming to the requirements of the Order or Contract; and
- 10.2.11 any plans, drawings, data or other information relating to, the Goods or Services, supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in such plans, drawing, data or other information, shall, as between the Seller and the Buyer, be the exclusive property of the Buyer.

11. LIABILITY

- 11.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract (including, for the avoidance of doubt, by any specified or due date), then the Buyer shall be entitled, at its sole option and whether or not it has accepted the Goods, to:
 - 11.1.1 Require the Seller to repair the Goods or to supply the original or replacement Goods or re-perform the Services (as applicable) in accordance with the Contract within 7 (seven) days; or
 - 11.1.2 regardless, whether or not the Buyer has previously required the Seller to repair the Goods or to supply the original or any replacement Goods or Services pursuant to clause 11.1.1, treat the Contract as discharged by the Seller's breach and require the repayment of any part of the price which has been paid and the Seller to collect any Goods already supplied, or, at the Seller's risk and expense, to return any Goods already supplied.
- 11.2 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer (whether to its own customers or otherwise) as a result of or in connection with:
 - 11.2.1 breach of any warranty given by the Seller in relation to the Goods or the Services;
 - 11.2.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by the Buyer;
 - 11.2.3 if the contract is made under the laws of England and Wales or the laws of Scotland, any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 11.2.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or performing the Services in accordance with the provisions of the Contract; and
 - 11.2.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 11.3 Notwithstanding any other provision in the Order or Contract, the Seller will be liable for all costs relating to the removal and replacement of counterfeit or non-conforming Goods and/or Deliverables supplied by the Seller, including without limitation the Buyer's costs of removing counterfeit Goods and/or Deliverables and of reinserting replacement Goods and/or Deliverables, plus any testing necessitated by the reinstallation of Goods and/ or Deliverables after counterfeit Goods and/or Deliverables have been exchanged.

12. INSURANCE

During the term of the Contract and for a period of 6 (six) years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. COMPLIANCE WITH LAWS AND POLICIES

13.1 In performing their obligations under these Conditions, the parties shall comply with all applicable laws, statutes, regulations, and codes from time to time in force, statutory instruments, regulations, and governmental guidance having binding force whether local or national or international in any relevant jurisdiction where the Goods and/or Services are supplied and/or performed.

13.2 The Seller shall conduct its business in compliance with all lawful and applicable international sanctions regimes, including, but not limited, to those of the United Kingdom, the European Union and all of its member states, and the United States, and shall ensure that it does not engage with any sanctioned or restricted parties. As such, the Seller must (a) be aware of, and fully comply with, all lawful sanctions regimes affecting its business; and (b) carry out regular checks on its business partners, subcontractors, suppliers, manufacturers, etc., to ensure that they are not designated, blocked or otherwise targeted by applicable economic or trade sanctions in order to avoid doing business with such sanctioned parties.

13.3 The Seller shall comply with the Buyer's ethics, environmental, equality, anti-bribery, and anti-corruption policies as contained in the Buyer's Code of Conduct found on the Buyer's website (<https://www.trfastenings.com/code-of-business-conduct>) and/or as notified to the Seller by the Buyer from time to time ("Relevant Policies").

13.4 Notwithstanding any of the Seller's obligations under these Conditions, if the sale is made within the UK, the Seller shall ensure that it and all the persons associated with the Seller ("Seller's Associates"), and the persons associated with any of the Seller's Associates, shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person, including the Buyer, of an offence under the Criminal Finances Act 2017 (CFA 2017) in connection with the performance of the Services and the Contract.

13.5 The Seller shall immediately notify the Buyer as soon as it becomes aware of any allegation, investigation, evidence, or report relating to an offence under the CFA 2017. A breach of this clause 13.5 by the Seller shall be deemed a material breach of the Contract that is not remediable and entitle the Buyer to immediately terminate the Contract by notice under clause 17.2.5.

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time during the Contract and for a minimum period of 5 (five) years after termination of the Contract or such other period as may be imposed on the Buyer by its end customer and notified by the Buyer to the Seller, disclose to any person any confidential information concerning these Conditions, the Contract, or any Order, the business, affairs, customers, clients or suppliers of the other party, the Goods or Services ordered or their price, quantity, and specifications, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party

shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided the disclosing party is given notice prior to any disclosure (to the extent practicable and/or permissible by law) to allow the non-disclosing party to seek a protective order or other relief and the non-disclosing party shall reasonably cooperate with the disclosing party in seeking such relief.

14.3 Upon the disclosing party's request during the term of the Contract or upon termination or expiration of the Contract, except for information held on any IT backup systems and or as required for auditing compliance, its certifications and/or regulatory requirements, the receiving party agrees promptly to (i) return or (ii) upon the disclosing party's request, destroy, all confidential information, including all copies thereof requested by the disclosing party or all confidential information, and certify to the disclosing party in writing the fact of such destruction.

14.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Conditions and the Contract. Seller shall ensure that its personnel are informed of the confidential nature of any information received or obtained in connection with these Conditions, the Contract, or any Order. Seller shall immediately inform Buyer of any actual or suspected breach of this clause 14. This confidentiality obligation shall survive cancellation or expiration of these Conditions, the Contract and/or any subsequent Orders.

15. FORCE MAJEURE

15.1 Neither party shall be liable to the other for any loss or damage which may be suffered as a direct or indirect result of performance under this Agreement being prevented, hindered, delayed, or rendered uneconomic by reason of extraordinary circumstances or events of force majeure outside of their control, including without limitation an act of God, war, riot, fire, flood, storm, terrorist attack, strike, lockout, trade dispute or labour disturbance, accident, etc.

15.2 If the Seller is prevented by an event of force majeure from fulfilling its contractual obligations, it shall notify the Buyer of the fact immediately.

15.3 All such conditions preventing due performance will be remedied as soon as reasonably possible, except that the 'settlement of strikes' are at the discretion of the party so affected. Buyer reserves the right to terminate any Contract and/or Order in the event such delays by Seller, in Buyer's sole judgment, adversely affect Buyer, time being of the essence for any relevant Contract and/or Order.

16. CANCELLATION

16.1 The Buyer shall have the right to cancel the Order for the Goods, Deliverables or Services for any part of the Goods, Deliverables or Services which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, the Buyer.

16.2 In relation to any Order cancelled or part-cancelled under this clause 16, on receipt of validly issued and properly documented evidence, the Buyer shall pay for:

16.2.1 in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to, commissioned for, or in transit to the Buyer; and

16.2.2 in respect of any Goods, the costs of materials which the Seller has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Seller's seller of those materials for a refund; and

16.2.3 in respect of any Services, that part of the price that relates to the Services which, at the time of cancellation have been paid for or contractually committed by the Seller and cannot be cancelled.

16.3 To the maximum extent possible, the Seller shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 16.

17. TERMINATION

17.1 The Buyer shall be entitled to cancel and/or suspend the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

17.2 Without affecting any other right or remedy to it, the Buyer shall be entitled to terminate the Contract, with immediate effect and without liability to the Seller, by giving notice to the Seller at any time if:

17.2.1 the Seller (being an individual) is the subject of a bankruptcy application or order or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any arrangement or compromise with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

17.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

17.2.3 the Seller ceases, or threatens to cease, to carry on business; or

17.2.4 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; or

17.2.5 the Seller commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 (five) business days after being notified in writing to do so.

18. DATA PROTECTION

18.1 Unless the parties enter into a separate data processing agreement for a specific data processing activity, both parties agree the only data processing they carry out under the Contract and Conditions is maintaining the contact details of each party as necessary to the performance of the Contract. For this data processing activity, both parties shall act as individual data controllers, and the legal basis for processing is the legitimate interest of each party in the performance of the Contract, the scope of personal data affected is the name and contact details of the contact persons of each party. The duration of this data processing activity is the expiry of the limitation period for the enforcement of any rights and obligations arising from the Contract and these Conditions.

18.2 Both Parties shall fully comply with the requirements of the applicable data protection laws (such as the GDPR¹) upon the processing, transfer, or any other measure with the personal data of the natural persons

¹ GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679 (even if the Contract is made under the laws of England and Wales or the laws of Scotland, GDPR applies as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

acting for or on behalf of the other party, and to ensure that all subcontractors and personnel engaged for the purpose of performing the Contract also fully comply with such requirements.

18.3 A breaching party shall indemnify the affected party against:

18.3.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to data subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a data protection supervisory authority) arising out of or in connection with any breach by the breaching party's obligations related to data protection; and

18.3.2 all amounts paid or payable by the affected party to a third party which would not have been paid or payable if the breaching party's violation of this data protection clause had not occurred.

19. INTELLECTUAL PROPERTY

19.1 All copyrights, design rights, patents, trademarks, trade secrets, and other intellectual property rights ("Intellectual Property") developed or created pursuant to these Conditions, the Contract, or an Order shall be owned by the Buyer. At Buyer's request, the Seller shall do any act or execute any document required to ensure such ownership. Specifically in the case of copyrights, all original works of authorship fixed in any tangible medium of expression (hereafter collectively referred to as "Creative Materials") developed specifically for the Buyer under these Conditions, the Contract, or an Order, including, but not limited to, written reports, software, videos, manuals, charts, photographs and designs, the Seller hereby agrees to assign all such copyright ownership in the Creative Materials to the Buyer. All drawings provided under these Conditions, the Contract, or an Order are the property of the Buyer for the Buyer's use free of charge regardless of any notation to the contrary on such drawings.

19.2 Save as provided in this Section 19, neither Party shall gain any right, title, or interest in the other Party's Intellectual Property. The Seller shall, without cost to the Buyer, grant to the Buyer and all its affiliates an irrevocable license to use any of the Seller's Intellectual Property necessary to use, possess, and sell the goods supplied hereunder and/or receive the services supplied hereunder.

19.3 Neither Party may use the name or trademark of the other Party without prior written consent.

19.4 Seller, and its heirs, successors, assigns, and legal representatives shall forever protect, indemnify, and hold harmless the Buyer and its customers, contractors, agents, and resellers, against all claims, suits, judgments, and costs related to a claim of any third party that the Buyer's purchase, offer for sale, sale or use of any Goods and/or Services provided hereunder infringes any intellectual property rights of any such third party.

20. TOOLING

20.1 This clause 19 apply to each Order for the purchase of tooling ('Tooling') and/or equipment ('Equipment') to be retained by the Seller.

20.2 The Seller agrees to retain all cost records for tooling and equipment for a period of 3 (three) years after receiving final payment or such longer period as may be required by the Buyer's customer. All Tooling is to be made to the Buyer's specifications, as amended from time to time. Any exceptions must be authorized by the Buyer on the face of an Order or Order amendment or in a writing signed by the Buyer's authorised representative.

20.3 The Seller shall promptly inform the Buyer of any inconsistencies or ambiguities in the Buyer's specifications of which the Seller is or becomes aware. After reviewing the Buyer's specifications, the Seller must

immediately notify the Buyer in writing of any questions that the Seller has concerning whether the Tooling or Equipment that the Seller is producing will meet the Buyer's needs. The Seller shall provide the Buyer with a schedule for completion of the Tooling or Equipment so that the Buyer may monitor the ability and likelihood that the Seller will meet its delivery requirements.

20.4 Inspection, Rejection and Payment.

- 20.4.1 The Buyer shall have the right to inspect and test all Tooling and/or Equipment at all times and places including, when practicable, during manufacture. If any such inspection or test is made on the Seller's premises, the Seller shall furnish all reasonable facilities and assistance for a safe and convenient inspection or test without additional charge to the Buyer. The Buyer's inspection of the Tooling or Equipment, no matter when occurring, shall not constitute acceptance of any work-in-process, finished goods or Tooling or Equipment.
- 20.4.2 Notwithstanding prior inspection, payment for, or use of the Tooling or Equipment, the Buyer shall have the right to reject any of such Tooling or Equipment that does not conform to the specification and/or requirements of the Order.
- 20.4.3 No payment of funds for Tooling and/or Equipment shall be made by the Buyer until the Seller transfers title to Buyer to the Tooling or Equipment free and clear of all liens, claims or other encumbrances and completes all related services, or, at the Buyer's option, provides adequate assurance of continued performance in such form as requested by Buyer.
- 20.4.4 Seller agrees that the Buyer has the right to conduct an audit of the Seller's expenditures, costs and expenses and payment shall occur after the Buyer determines the final cost.

20.5 Acceptance.

- 20.5.1 For purposes of each Order, acceptance of Tooling and Equipment shall be defined as receipt by the Seller of a signed document from the Buyer's authorised representative of that acknowledges compliance of the Tooling and/or Equipment with all manufacturing specifications, including, without limitation, "run at rate," in a production environment at the Buyer's facility. The Buyer's manufacturing specifications are incorporated by reference.
- 20.5.2 If so requested by the Buyer, the Seller shall provide a pre-acceptance run-off to the Buyer at the Seller's facility, at no cost to the Buyer.
- 20.5.3 The Seller shall not claim or have, and shall procure that its sub-contractors nor any other person shall claim or have, a lien on the Tooling and/or Equipment, for any sum due to the Seller, its sub-contractors or any other person.
- 20.5.4 The Seller shall: (i) mark Tooling and/or Equipment as being the Buyer's property, and upon request prove such marking through photos or otherwise; (ii) use the Tooling and/or Equipment exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Tooling and/or Equipment up to their full replacement value on terms reasonably acceptable to the Buyer; (iv) maintain all Tooling and/or Equipment in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Tooling and/or Equipment to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Seller's premises for the purposes of repossessing such materials.

20.6 Warranty.

- 20.6.1 The Seller warrants to the Buyer, its successors, assigns and their respective customers that all Tooling and Equipment purchased pursuant to each Order will, for a minimum period of 2 (two) years following the date of completion of the acceptance test for such Tooling or Equipment, conform to the applicable drawings, specifications and other descriptions furnished pursuant to each Order, and all applicable laws and regulations, be free of defects in design (to the extent that the Seller furnished the design), materials and workmanship, and be suitable for the purpose intended. The Seller's responsibility under this warranty shall include, without limitation, all parts, labour and transportation costs in the event the Tooling and/or Equipment must be returned to the Seller for repair or replacement. Furthermore, the Seller shall require its suppliers of component parts of goods and/or equipment for Tooling or Equipment purchased pursuant hereto to provide a warranty equal to the warranties provided to the Buyer by the Seller in the Order and shall assign to the Buyer all such warranties. The Seller shall provide all necessary documentation to the Buyer to evidence that the Seller has assigned such warranties from its suppliers to the Buyer. In the event that the Seller fails to obtain or assign such warranties, the Seller shall reimburse the Buyer for all loss, cost, liability or expense (including actual fees for attorneys, experts and consultants, settlement costs and judgments) related to such failure.
- 20.6.2 The Seller warrants to the Buyer, its successors, assigns and their respective customers that it shall, whenever possible, use parts of the highest industry quality, and shall supply a detailed bill of materials listing all parts. Seller further agrees that it shall comply with all specific product sourcing directions of Buyer.
- 20.6.3 The Seller also shall offer to the Buyer an extended warranty on the Equipment on commercially reasonable terms at least as favourable to the Buyer as any extended warranty offered by the Seller to any other buyer of comparable equipment. The Seller shall inform the Buyer in writing of the terms of the extended warranty prior to delivery of the Equipment to the Buyer. The Buyer shall have the option to purchase the extended warranty until 60 (sixty) days after acceptance of the Tooling and/or Equipment.
- 20.6.4 The Seller warrants to the Buyer, its successors, assigns and its respective customers that all Equipment supplied to the Buyer shall be equipped with approved or appropriate fail-safe safeguarding and other safety systems as required by applicable law, regulation or industry standard.

20.7 Installation.

- 20.7.1 The Seller agrees that without further charge it shall assist the Buyer in the installation of any Tooling or Equipment purchased under each Order. The Buyer shall specify and the Seller shall comply with a written installation schedule that specifies the installation timetable and the roles of each party in the installation process.

20.8 Preventative Maintenance.

- 20.8.1 The Seller agrees to provide the Buyer with a complete and comprehensive preventative maintenance plan for Equipment prior to final acceptance at the Buyer's facility. The preventative maintenance plan shall include, but not be limited to, one complete set of maintenance and operating manuals for all Equipment purchased by the Buyer (including one in a foreign language, if required by the Buyer), as well as a detailed bill of material.

20.8.2 The Seller warrants to the Buyer, its successors, assigns and its respective customers that the Equipment will operate safely at quoted production rate and/or cycle times for the stated expected useful life if Buyer follows the preventative maintenance plan proposed by the Seller.

20.9 Training.

20.9.1 Where requested the Seller shall provide any and all necessary training and training materials to the Buyer for the Tooling or Equipment at the initial stage of installation, at no additional cost to the Buyer. The Seller shall provide training in the amount and on such schedule as shall be reasonably required by the Buyer. Seller shall provide the training materials in a computerized format, if possible.

20.10 Spare Parts/Service Discount.

20.10.1 Upon the purchase of the Equipment, the Seller agrees to provide a discount for any replacement and/or spare parts ordered by the Buyer as well as for any service for 2 (two) years after the expiration of the Seller's warranty. The negotiated discount shall be a percentage reduction from the Seller's price list published at the time of purchase of the Equipment, which shall be provided by the Seller to the Buyer upon purchase of the Equipment, or as otherwise agreed upon in writing. In the absence of a published price list, the Seller shall provide written certification of the price in effect for the replacement and spare parts at the time of delivery.

20.11 Payment.

20.11.1 Notwithstanding the particular payment terms applicable to an Order, in no event will the Seller have a right to payment for Tooling before the Buyer is paid by its customer for such Tooling.

20.12 Destruction of Tooling.

20.12.1 The Seller shall not destroy any Tooling and/or Equipment without obtaining prior approval of such destruction in a writing from the Buyer's authorised representative.

21. FREE ISSUE MATERIALS

21.1 Any material, software, equipment, tools objects, documents and auxiliary resources provided by the Buyer to the Seller shall be considered free issue materials ("Free Issue Materials").

21.2 Free Issue Materials provided by the Buyer shall remain the property of the Buyer at all times.

21.3 The Seller shall not claim or have, and shall procure that its sub-contractors nor any other person shall claim or have, a lien on the Free Issue Materials, for any sum due to the Seller, its sub-contractors or any other person.

21.4 The Seller shall: (i) mark Free Issue Materials as being the Buyers property, and upon request prove such marking through photos or otherwise; (ii) use the Free Issue Materials exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Free Issue Materials up to their full replacement value on terms reasonably acceptable to the Buyer; (iv) maintain all Free Issue Materials in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Free Issue Materials to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Seller's premises for the purposes of repossessing such materials.

22. SAMPLES

22.1 Within 5 (five) business days after request by the Buyer, the Seller shall, at no cost, provide samples of the Goods to the Buyer for inspection and approval.

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22.2 Where samples are requested, the Seller shall not commence the manufacturing of the Goods until the Buyer has approved in writing the samples of the Goods for manufacture.

22.3 In the event that the Buyer does not approve the samples pursuant to clause 22.2, the Buyer shall provide reasons to the Seller for withholding such approval. The Seller shall make changes to the Goods sample in order to achieve the approval of the Buyer and shall provide a further sample to the Buyer for its approval. The process set out in this clause 22.3 shall be repeated until the Buyer has approved in writing the sample for manufacture.

23. AUDIT

23.1 The Buyer (or its professional advisers) may, upon reasonable notice and during normal business hours:

23.1.1 enter and inspect the Seller's premises and systems; and

23.1.2 inspect, audit and take copies of relevant records, and other documents as necessary to verify the Seller's compliance with these Conditions or the terms of the Contract or of any Order.

23.2 The Buyer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Seller, or delay the provision of the Services by the Seller and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

23.3 Subject to the Seller's confidentiality obligations, the Seller shall provide the Buyer, and its auditors and other advisers, with all reasonable co-operation, access and assistance in relation to each audit, and allow the Buyer, and its auditors or other advisers, to meet with the Seller's personnel and ensure that the Seller's personnel provide all explanations reasonably necessary to perform the audit effectively.

24. GENERAL

24.1 The Buyer is a member of the group of companies whose holding company is Trifast Plc, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

24.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under these Conditions, or the Contract, without the prior consent in writing of an authorised representative of the Buyer.

24.3 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.

24.4 No waiver by the Buyer of any breach of these Conditions or the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

24.5 No variation of these Conditions, or of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

24.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and, to the extent permitted by law, the parties shall renegotiate in good faith such invalid or unenforceable provision.

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- 24.7 Any reference in these Conditions to 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.
- 24.8 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 24.9 The rights and remedies provided in these Conditions, the Contract, or any Order for the Buyer only are cumulative and not exclusive of any rights and remedies provided by law.
- 24.10 The Buyer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Seller under the Contract or under any other contract which the Buyer has with the Seller.
- 24.11 The Seller shall pay any sums that it owes to the Buyer under the Contract without any set-off, counterclaim, deduction, or withholding of any kind, save as may be required by law,
- 24.12 The Seller shall comply with all applicable laws and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 24.13 The Seller will assume all their duties under these Conditions, the Contract and/or any Order as an independent party and will not be deemed for any purpose to be an agent, servant, or representative of the Buyer. Nothing contained in these Conditions, the Contract and/or any Order will be construed to be inconsistent with such independent contractor relationship. These Conditions, the Contract, and any Order do not create nor constitute a joint venture, pooling arrangement, partnership, agency, master-servant relationship, business entity, organization, or combination of any type, whatsoever.
- 24.14 Expiry of these Conditions, the Contract or any Order, or their termination, howsoever brought about, shall not affect or prejudice any terms of, or rights conferred by, these Conditions, the Contract or any Order which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination including, but not limited to, Confidentiality, Warranty, Insurance, Intellectual Property, and Liability and any indemnity provisions.

25. GOVERNING LAW

25.1 Unless the parties have specifically agreed otherwise in writing, these Conditions shall be governed by, and construed with, the laws of England and Wales and the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Conditions and that accordingly any suit or proceedings arising out of or in connection with the Contract shall be brought in such courts.

25.2 Nothing contained in this clause 25 shall limit the right of the Buyer to take proceedings against the Seller in any court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction by the Buyer preclude the takings of proceedings by the Buyer in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.