

# SCOTT CABLES LTD STANDARD CONDITIONS OF PURCHASE FOR GOODS AND SERVICES (UK)

## 1. INTERPRETATION

1.1 In these terms and conditions ("Conditions"):

"Contract" means the Purchase Order, which shall incorporate these Conditions, and the Supplier's acceptance of the Purchase Order;

"Goods" means any goods, materials, articles, services or work (including any part or parts of them) to be supplied to the Purchaser by the Supplier (or by any of the Supplier's subcontractors) pursuant to the Contract;

"Group" means, in relation to a Party, any company which a subsidiary or holding company of that Party or subsidiary of any such holding company (as the terms "subsidiary" and "holding company" are defined in the Companies Act 2006);

"Intellectual Property Rights" means all inventions, patents, registered designs, design rights, database rights, and copyrights, know-how and trademarks (whether registered or not) and the goodwill attaching to any of them and applications for any of them and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"Party" means either the Purchaser or the Supplier as applicable, together being the Parties";

"Purchase Orders" means the Purchaser's written instruction to supply the Goods and / or Services, including any statements of work, specifications, descriptions or other documents attached to, or referred to in, the Purchase Order;

"Services" means any services or work to be performed by the Supplier pursuant to the Contract;

"Supplier" means the company, firm or individual named as such in the Purchase Order;

"Purchaser" means Scott Cables Limited"

1.2 In the Contract, references to

1.2.1 any statute or to statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision, as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2 any gender include the others;

1.2.3 the singular include the plural and vice versa; and

1.2.4 Clauses are references to the clauses set out in these Conditions. The headings to these Conditions will not affect their interpretation;

## 2. APPLICATION OF CONDITIONS

2.1 These Conditions are the only conditions upon which they Purchaser is prepared to deal with the Supplier, and they shall govern the Contract to the entire exclusion of all other conditions. The Supplier waives any right which it might otherwise have to rely on its terms and conditions.

2.2 Unless acceptance of these conditions by the Supplier occurs at an earlier time, the commencement to work in connection with the supply of the Goods or the performance of the Services by the Supplier or the supply of the Goods from the Supplier to the Purchaser shall be deemed to be conclusive evidence of the Supplier's acceptance of these Conditions.

## 3. QUALITY

3.1 The goods shall conform in all respects with the terms if the Purchase Order (including any variation thereto) and any

specifications, samples and other requirements or descriptions supplies or advised by the Purchaser to the Supplier.

3.2 The goods shall be safe, durable, free from defects in design, materials and workmanship fit for the purpose for which they are supplied and for any particular purpose made known to the Supplier by the Purchaser. In addition, where the Goods include services or other work, they will be performed with professional skill and care and in accordance with best industry practice.

3.3 The Purchaser's rights under these Conditions are in additions to the statutory conditions implied in favor of the Purchaser by the Sale of Goods Act 1979 and the Supply of the Goods and Services Act 1982 and by any other applicable legislation.

3.4 Unless otherwise state in the contract, the Goods shall conform to all relevant British, European and international standard specifications and with the requirements of any applicable statutes, orders, regulations or bylaws from time to time in force.

3.5 If any of the Good or Services fail to conform with any of the provisions in the condition, the Purchaser shall be entitled to use any one or more of the remedies under the Contract and the Purchaser shall be entitled to such remedies notwithstanding the fact that the Goods have been in use provided that this period of use has been for reasonable amount of time.

3.6 Goods shall be accompanied by a Certificate of Conformance stating compliance to the Purchaser's order requirements. Non supply of a certificate will constitute rejection of the goods.

## 4. PRICE

The price of the goods shall be as stated in the Purchase Order and shall, unless otherwise agreed in writing by the purchaser, be exclusive of Value Added Tax but inclusive of all other charges.

## 5. DURATION

Subject to these Conditions the duration of the Contract shall be as specified in the Purchase Order.

## 6. DELIVERY OF GOODS / PERFORMANCE OF SERVICES

6.1 The Goods shall be delivered by the Supplier carriage insurance and duty paid to the place stated in the Purchase Order or such other place of delivery as is specified by the Purchaser in writing prior to delivery of the Goods and in accordance with any additional instructions stated on the Purchase Order. Any Services and associated deliverables shall be performed and delivered by the times specified in the Purchase Order.

6.2 The Goods shall be delivered on the date stated on the Purchase Order.

6.3 Goods shall be delivered to the Purchaser during the following hours:  
Monday – Thursday: 07.30 – 15.30 hours  
Friday: 07.30 – 12.30 hours

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- 6.4 If the Purchaser provides any access to premises, labour or equipment in connection with delivery of, or the performance of any services forming the whole or part of, the Goods such access shall be provided without acceptance by the Purchaser of any liability whatsoever.
- 6.5 Time for delivery shall be of the essence.
- 7. TITLE AND RISK**
- The goods remain at the risk of the Supplier until delivery to the Purchaser pursuant to Condition 6 is complete, Subject to the Goods not having been rejected pursuant to Condition 8, title to the Goods shall pass to the Purchaser at that time or at the time of the payment if payment occurs earlier than the time of delivery.
- 8. INSPECTION AND REJECTION**
- 8.1 The Purchaser shall have the right to inspect and test the Goods and any deliverables associated with the Services prior to or within a reasonable time after their delivery at such times as the Purchaser may reasonably require.
- 8.2 If the Goods or Services do not conform or, in the Purchaser's reasonable opinion, are unlikely to conform with the Purchase Order or with any specifications, requirements or descriptions supplied or advised by the Purchase to the Supplier, the Purchaser shall inform the Supplier and the Supplier, at the Supplier's expense, shall immediately take such action as is necessary to ensure conformity to the reasonable satisfaction of the Purchaser.
- 8.3 Notwithstanding Condition 8.2, where any Goods or Services do not conform to the Contract, The Purchaser shall be entitled:
- 8.3.1 to reject the Goods (in whole or in part) and return them to the Supplier, at the risk and cost of the Supplier, on the basis that a full refund for the Goods so returned shall be immediately paid by the supplier; and
- 8.3.2 to refuse to accept or pay for any further deliveries of the Goods or Services but without any liability to the Supplier;
- 8.4 Any omission by the Purchaser to undertake such inspection or testing or any failure by Purchaser to make a complaint at the time of such inspection or testing and any approval given by the Purchaser during or after inspections or tests shall not constitute a waiver by the Purchaser of any of the Purchaser's rights or remedies in respect of the Goods. Any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 9. PAYMENT**
- 9.1 Unless otherwise specified in the Purchase Order, the Supplier shall render an invoice within 6 months of completion of the work, unless a VAT invoice is required to be issued at an earlier time. If the Purchaser has to investigate its own records to deal with payment queries after 6 months, the costs of so doing may be deducted from the amount due.
- 9.2 The Purchaser shall pay the price of the Goods 30 days end of month from receipt of a valid invoice at the invoice address given to the purchase order provided delivery has occurred and the Goods have not been rejected under the Contract.
- 9.3 The Purchaser may at its sole option elect to pay for Goods and Services by credit card. Without prejudice to Condition 9.2 where payment is by credit card, the Purchaser shall make reasonable endeavors to provide the Supplier with its credit card number on the day of the date of placement of the Purchase Order by the Purchaser with the Supplier. The Supplier shall be responsible for claiming such credit card payments from the Purchaser's nominated card merchant and must claim within a maximum period of 6 weeks from the date the card number is supplied, failing which any such claim will cease to be valid. The Purchaser shall not be liable for any failure or delay in such payment directly or indirectly attributable to its nominated card merchant.
- 9.4 Any Invoice which, when taking into account
- 9.5 all other invoices already submitted is for a cumulative value above that of the Purchase Order will be rejected by the Purchaser. The Purchaser cannot guarantee to make payment on time for any invoice which is not sent to its official Accounts Payable address as detailed on the Purchase Order.
- 9.6 The Supplier shall not be entitled to claim any payment following the expiry of 1 year after the date of completion of the supply of the Goods or services to which they relate.
- 9.7 Without prejudice to any other rights or remedies the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the purchaser against any amount due to the Supplier under the Contract or any other agreement or contract with the Purchaser.
- 10. WARRANTY**
- 10.1 Unless otherwise specified in the Purchase Order, the warranty period applicable to the Goods shall be 12 months from putting into service or 18 months from delivery, whichever shall be the shorter.
- 10.2 If the Purchaser, within the warranty period or within 30 days thereafter, gives written notice to the Supplier of any defect in any of the Goods arising during the warranty period under proper and normal use, the Supplier, without prejudice to any other rights or remedies which the Purchaser may have, shall immediately take such action as is necessary to remedy the defects (whether by repair, replacement or re-performance as the Purchaser shall elect) at the Supplier's expense.
- 11. LABELLING AND PACKING**
- 11.1 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the Purchase Order number, date of order, number of packages, the net, gross and tare weights of the goods and contents and, in the case part delivery, the outstanding balance remaining to be delivered.
- 11.2 The Supplier shall ensure that the Goods shall be packed and marked in a proper manner. The details of the contents shall be marked on each container and all containers of hazardous materials shall bear prominent and adequate warnings in English and must be accompanied by emergency information in English, in the form of written instructions, labels or similar markings. Unless otherwise agreed, no packaging materials will be returned.
- 11.3 If Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess will be, and will remain at, the Supplier's risk and will be returnable at the Supplier's expense.
- 12. INTELLECTUAL PROPERTY**
- 12.1 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by the Purchaser shall, subject to the rights of third parties, remain vested solely in the Purchaser.
- 12.2 The purchaser price for the Goods and Services includes all the irrevocable, perpetual, royalty free rights for the Purchaser to use Intellectual Property Rights incorporated in the Goods for its own Purpose and in its business anywhere in the world.
- 12.3 The Supplier hereby assigns to the Purchaser all new intellectual Property Rights generated in the course of providing Goods and / or Services pursuant to the Contract.
- 13. INDEMNITY**
- 13.1 The Supplier shall keep the Purchaser indemnified in full against all liability actions, suits, claims, demands, losses, charges, costs and expenses (including legal and other professional fees and

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expenses) arising out of its acts or omissions and incurred by the Purchaser as a result of or in connection with:

- 13.1.1 any breach of any condition of this Contract;
- 13.1.2 Any loss destruction of or damaged to property caused by, relating to or arising from the Goods.
- 13.1.3 Any infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods;
- 13.1.4 Any defect in the Goods or any act or omission of the Supplier or any of the Supplier's subcontractors occurring either in the course of delivery performance or installation of the Goods or otherwise in the course of performing the Contract.

### 14. TERMINATION

- 14.1 The Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued. The supplier will take all reasonable steps to mitigate the effects of termination. Upon termination under the terms of Condition 14.1 the Purchaser shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss. Title in all Goods and any deliverables associated with the Services shall pass to the Purchaser on such payment. In the case of Supplier default, any compensation by the Purchaser shall be at the Purchaser's discretion.
- 14.2 The Purchaser shall have the right to terminate at any time by giving written notice to terminate the contract immediately if:
  - 14.2.1 the Supplier commits a breach of any of the Conditions of the Contract which it fails to remedy to the satisfaction of the Purchaser within 15 working days of receipt of written notice of the same;
  - 14.2.2 any distress execution or other process is levied upon any of the assets of the Supplier;
  - 14.2.3 the Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for the Supplier's winding up (except for the purpose of amalgamation or reconstruction as a solvent company), or if a petition is presented to Court, or if a receiver/manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Supplier's undertaking or assets;
  - 14.2.4 the Supplier ceases or threatens to cease to carry on its business; or
  - 14.2.5 the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of the Purchaser the capability of the Supplier adequately to fulfill its obligations under the contract has been placed in jeopardy.
- 14.3 The termination of the Contract, however arising, will be without prejudice to the rights and obligations of the Parties which have accrued prior to termination. The provisions of Conditions 10, 12, 13, 15, 16, 18, to 27 inclusive and 29 to 31 inclusive shall survive termination of this Contract.

### 15. REMEDIES

- 15.1 Without prejudice to any other rights of remedies which the Purchaser may have under the Conditions of the Contract or otherwise, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the Conditions of this Contract, the Purchaser shall be entitled to avail itself of one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by the Purchaser;

- 15.1.1 to cancel the Contract in whole or in or in part and to recover any payments made by the Purchaser under the Contract;
- 15.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- 15.1.3 at the Purchaser's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the Conditions of the Contract are fulfilled;
- 15.1.4 to refuse to accept or pay for any further deliveries of the Goods or Services but without any liability to the Supplier;
- 15.1.5 to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract, including obtaining the Goods or Services in substitution from another Supplier; and
- 15.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breach of the Contract.

### 16. WAIVER

- 16.1 Failure or delay by the Purchaser in enforcing or partially enforcing any provision of the Conditions will not be construed as a waiver of any of the Purchaser's rights under the Contract.
- 16.2 Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach of default and will in no way affect the other Conditions of the Contracts.

### 17. HEALTH AND SAFETY

- 17.1 The Supplier shall ensure that the Goods are designed and/or constructed and/or supplied so as to be safe and without risk to the health and safety of persons using or affected by the same.
- 17.2 The Supplier represents and warrants that the Supplier has made available to the Purchaser adequate health and safety information about the Goods and about any conditions necessary to ensure that when put to use the goods will be safe and without risk to health.
- 17.3 Where any access to the Purchaser's premises is necessary in connection with delivery, performance or installation, the Supplier and its sub-contractors shall at all time comply with any security and health and safety regulations currently in force, which may include obtaining security clearance from the Purchaser.

### 18. CONFIDENTIALITY

Save for information which is in the public domain (otherwise than by breach of this Condition), the Supplier shall keep confidential and not disclose or use other than for the purpose of the Contract any technical or commercial know-how, specifications, inventions. Processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain or learn. The Supplier shall restrict disclosure of such confidential material to such of the Supplier's employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Purchaser and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

### 19. ASSIGNMENT AND SUB-CONTRACTING

- 19.1 The Supplier shall not be entitled to assign or subcontract the Contract or any part of it without the prior written consent of the Purchaser.
- 19.2 The Purchaser has the right to assign the Contract or any part of it.

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### 20. VARIATION

No Amendment or variation to this Contract shall be binding on the Purchaser unless it is issued as a written Purchase Order amendment by the Purchaser.

### 21. DISPUTE RESOLUTION

- 21.1 If any dispute arises out of or in connection with this Contract ("Dispute") the parties undertake that they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties. Either party will be entitled to initiate the process by written notice to the other.
- 21.2 If the Dispute has not been resolved to the satisfaction of either party within 30 days of initiation of the procedure pursuant to Condition 21.1 or either party fails or refuses to participate in or withdraws from participating in the procedure, then either party may refer the Dispute to the Courts.
- 21.3 Nothing in this Condition 21 shall restrict or prevent either party from seeking injunctive relief at any time.

### 22. PUBLICITY

- 22.1 Neither the Supplier nor the Purchaser shall, for publicity purposes without the prior written consent and approval of the other party:
- 22.1.1 Make use of the other party's name;
- 22.1.2 Make use of the name of any of the other party's personnel, customers or agents;
- 22.1.3 Refer to the other party or the Contract in any advertisement, announcement or notice, except to the extent required by law or any competent regulatory body...

### 23. NOTICES

- 23.1 A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post or by confirmed e-mail to the address of the Supplier shown on the Purchase Order or to such other address as wither the Supplier or the Purchaser (as the case may be) may substitute by notice to the other party.
- 23.2 Notice shall be deemed given:
- 23.2.1 if sent by first class post or international overnight courier, two business days after posting or sending by courier, excluding the say of posting;
- 23.2.2 if delivered by hand; on the day of delivery;
- 23.2.3 if sent by facsimile at the time of transmission; during normal UK business hours.

### 24. THIRD PARTY RIGHTS

The contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

### 25. COMPLIANCE WITH ROHS REGULATIONS

The supplier shall be responsible for ensuring that the Goods, and all components forming part of the Goods, shall comply with the requirements of the Restriction of the Use of Certain Hazardous Substances in electrical and Electronic Equipment Regulations 2006 ("RoHS Regulations"). In respect of all Goods supplied under this Agreement, the Supplier shall upon the Purchaser's request, provide a certification in a form acceptable to the Purchaser that the Goods supplied are in compliance with RoHS Regulations.

### 26. COMPLIANCE WITH WEEE REGULATIONS

In supplying the Goods, the Supplier shall, at its own expense, comply with the requirements of the Waste Electrical and

Electronic Equipment Regulations 2006 to the extent that they apply to the Goods being supplied.

### 27. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

### 28. BUSINESS ETHICS

- 28.1 Each Party shall with the provisions of the Bribery Act 2010 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("ANTI-corruption Legislation") Which apply to its business or which apply in the place where the Contract is performed. Each Party will not, and will ensure that its employees, subcontractors, agents and representatives will not engage in any activity, practice or conduct which would constitute an offence under any applicable Anti-Corruption Legislation. In addition, the [Customer/Supplier] shall maintain in place policies and procedures governing its business ethic which ensures it complies with the requirements of the [Supplier's/Purchaser's] 'Business ethics Policy' which is available on request:
- 28.2 A Breach of this Clause shall be deemed to be a material breach of the Contract.

### 29. RIGHTS OF ACCESS SCOPE

The Rights Access are only required if explicitly requested by the Purchaser.

### 29.1 RIGHTS OF ACCESS REQUIREMENT

The Supplier will permit reasonable access to his company premises by Scott Cables staff and Customers, to: discuss the terms and conditions of the Purchase Order with the Quality representative, conduct periodic audits and assessments of Products, the approved quality system source inspections and delegated responsibility assessments, agreed corrective action plans following a reported non-conformance, The Supplier will also allow full and free access to Regulatory Organisations to perform investigations on Products and Parts.

- 29.2 Records, specifications and other related documents must be made available to support these activities.
- 29.3 The performance of these duties does not relieve the Supplier of contractual quality obligations and responsibilities.

### 30. TRACEABILITY

Goods and services supplied against any other order require full traceability of parts/materials from the time of receipt through to delivery of the finished of the finished article. **If the supplier is not the original manufacturer of the goods or service, the supplier shall also provide with the delivery of each consignment copies of the original manufacturer's certificate of conformity/compliance together with test results etc. where applicable.**

### 31. RETENTION PERIOD

The supplier will keep all documentation relating to the buyer's order for a minimum of ten years (unless agreed otherwise). This documentation should be made available on request.

31.1 The purchaser may specify on certain orders that a longer retention period for documentation will apply. This requirement will be flowed down to the supplier in a separate document that accompanies the purchase order.

31.2 The supplier must obtain permission from Quality Manager at the Purchaser before destroying any records that reach the end of the specified retention period.

### 32. SURVEILLANCE AUDITS

It is a condition of this purchase order that the purchaser reserves the right to conduct surveillance assessments/audits

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of the supplier. This will be applied by agreement for the following:

- 32.1 The supplier's performance is giving the purchaser cause for concern.
- 32.2 Relocation to another plant.
- 32.3 Changes to a critical process
- 32.4 Transferring process operations to another plant or sub tier supplier
- 32.5 Employing a new work force.
- 32.6 Suspension of a Quality System or Capability approval.
- 32.7 The supplier must flow down this requirement to their suppliers as appropriate.

### **33. EVENT OF FORCE MAJEURE**

"EVENT OF FORCE MAJEURE" means in relation to either party any circumstances beyond the reasonable control or foreseeable control of that party which results in or causes the failure of that party to perform any of its obligations under the contract (including without limitation any acts or omissions by the Government or government agency (whether or not declared) acts of gods, fires, floods, explosions, earthquakes, wars, insurrections or riots.)

- 33.1 If the supplier is unable to carry out any of its obligations under the contract due to an event of force majeure and the event of force majeure continues for a period of more than one month (or such longer period as may be agreed in writing by the parties) then the purchaser may terminate contract or any part thereof forthwith.

### **34. SUSTAINABLE PROCUREMENT**

- 34.1 Suppliers to Scott Cables are required to give due consideration to the social, economic and environmental factors in all decisions made as part of their business activities. Scott Cables require all its suppliers to develop a proactive approach to sustainability issues and seek to provide and deliver sustainable solutions. Such practices are to be promoted across the whole supply chain.