

<b>Centiq Terms and Conditions of Purchase for Goods and Services</b>	
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<b>Classification</b>	<b>Unrestricted</b>

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract, Statement of Works, Customer Framework Agreement or otherwise) referred to in the Purchase Order, the latter shall prevail

## 1. INTERPRETATION

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, software subscriptions or articles (including any part or parts of them) to be supplied to the Purchaser by the Supplier pursuant to the Contract;

"Group" means, in relation to a Party, any company which is a subsidiary or holding company of that Party or a 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 Order" means the Purchaser's written instruction to supply the Goods and/or the Services, including any statements of work, specifications, descriptions or other documents attached to, or referred to in, the Purchase Order;

"Purchaser" means Centiq Ltd;

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

"Supplier" means the company, firm or individual named as such on the Purchase Order.



2. In the Contract references to: (i) any statute or 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; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) 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 the 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 expressly occurs at an earlier time, the commencement of work in connection with the supply of the Goods or the performance of the Services by the Supplier shall be deemed to be conclusive evidence of the Supplier's acceptance of these Conditions.

## **3. QUALITY**

3.1 The Goods and Services shall conform in all respects with the requirements of the Contract (including any variations made in accordance with Clause 19).

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 other purpose made known to the Supplier by the Purchaser in writing, and the Services shall be performed with professional skill and care and in accordance with best industry practice.

3.3 Unless otherwise stated in the Contract, the Goods and Services shall conform to all relevant British and European standards and with the requirements of any applicable statutes, orders, regulations or bylaws from time to time in force.

3.4 If any of the Goods or Services fail to conform to any of the provisions in this Clause, the Purchaser shall be entitled to any remedies available at law or under the Contract.

3.5 The Supplier shall at all times during the term of the Contract maintain a suitable quality management system such as one which complies with the principles of ISO 9001 unless otherwise agreed. For the avoidance of doubt, this does not extend to a requirement on the Supplier to obtain certification under ISO 9001.

## **4. TERM**

Subject to any earlier termination in accordance with these Conditions, the term of the Contract shall be as specified in the Purchase Order.

## **5. DELIVERY OF GOODS / PERFORMANCE OF SERVICES**

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.
2. Time for delivery shall be of the essence. The Goods shall be delivered on the date stated on the Purchase Order or, if no such date is stated, within 28 days of the date of the Purchase Order. Any Services and associated deliverables shall be performed and delivered by the times specified in the Purchase Order.
3. Goods shall be delivered to, and only accepted by, the Purchaser during the following hours: Monday – Friday: 8.00 – 18.00 hours.
4. If the Purchaser provides any access to premises, labour or equipment in connection with the delivery of, or the performance of any services forming the whole or part of, the Goods, such access shall be provided at the risk of the Supplier.
5. If Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess. The excess will remain at the Supplier's risk and will be returnable at the Supplier's expense.

## **6. LABELLING AND PACKING**

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 of part delivery, the outstanding balance remaining to be delivered.
2. The Supplier shall ensure that the Goods shall be packed in accordance with best practice for environmental packaging current from time to time and marked in a proper manner.

## **7. TITLE AND RISK**

The Goods shall remain at the risk of the Supplier until delivery to the Purchaser pursuant to Clause 5 is complete. Unless the Goods are rejected pursuant to Clause 8, title to the Goods shall pass to the Purchaser at the time of delivery or at the time of payment for the goods if payment occurs earlier than the time of delivery.

## **8. INSPECTION AND REJECTION**

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.



2. If the Goods or Services do not conform to the Contract including any statements of work, specifications, requirements or descriptions referred to in the Contract, the Purchaser shall inform the Supplier in writing. 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.

3. Notwithstanding Clause 8.2, where any Goods or Services do not conform to the Contract, the Purchaser shall be entitled:

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;

4. Any omission by the Purchaser to undertake, or any approval given during or after, such inspection or testing shall not constitute a waiver of any of the Purchaser's rights or remedies in respect of the Goods or Services. Any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

## 9. PRICE AND PAYMENT

1. The price of the Goods and Services 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.

2. Unless otherwise specified in the Purchase Order, the Supplier shall render an invoice within 30 days of completion/delivery of the work.

3. Unless otherwise specified in the Purchase Order, the Purchaser shall pay the price of the Goods and Services which meet the requirements of the Contract, at the end of the calendar month from receipt of a valid invoice delivered to **accounts@centiq.co.uk**. The Supplier is not entitled to submit an invoice until all the Goods have been delivered and invoices submitted by the Supplier must not bear a date prior to the date on which the Goods are delivered.

4. Any invoice which, when taking into account all other invoices already submitted, is for a cumulative value above that of the Purchase Order will be rejected by the Purchaser.

5. The Purchaser cannot guarantee to make payment on time for any invoice which is not sent to its official Accounts Payable electronic email address at **accounts@centiq.co.uk** as detailed on the Purchase Order.

6. The Supplier shall not be entitled to claim any payment following the expiry of 2 years after the date of completion of the supply of the Goods or Services to which they relate.



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.

## 10. WARRANTY

1. Unless otherwise specified in the Purchase Order, the Goods and any deliverables associated with the Services shall comply with the requirements of the Contract for 12 months from putting into service or 18 months from the date of delivery in accordance with Clause 5, whichever shall be the shorter.
2. If the Purchaser, within the warranty period or within 30 days thereafter, gives written notice to the Supplier of any defect in any Goods or deliverables arising during the warranty period under proper and normal use, the Supplier shall, without prejudice to any other rights or remedies which the Purchaser may have, 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. INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights in any statements of work, 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.

11.2 The purchase price for the Goods and Services includes all the irrevocable, perpetual, royalty-free rights for the Purchaser to use all Intellectual Property Rights incorporated in the Goods for its own purpose and in its business anywhere in the world.

11.3 The Supplier hereby assigns to the Purchaser all new Intellectual Property Rights generated in the course of supplying the Goods and/or Services pursuant to the Contract.

11.4 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 expenses) incurred by the Purchaser as a result of or in connection with any infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services (as applicable).

## 12. TERMINATION

1. The Purchaser shall have the right at any time to terminate the Contract (in whole or in part) for convenience by giving the Supplier not less than 30 days written notice, whereupon all work on the Contract shall be discontinued. The Supplier will take all reasonable steps to mitigate the effects of termination.
2. Upon termination under this Clause the Purchaser shall pay to 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, and (if not already delivered) shall be delivered to the Purchaser at that time.

3. Either Party shall have the right to terminate at any time by giving the other Party written notice to terminate the Contract immediately if:

12.3.1 the other Party commits a material breach of the Contract which (if capable of remedy) it fails to remedy within 30 days of receipt of written notice of the same;

12.3.2 any distress, execution or other process is levied upon any of the assets of the other Party;

12.3.3 the other Party 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 other Party's winding up (except for the purposes 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 other Party's undertaking or assets;

12.3.4 the other Party ceases or threatens to cease to carry on its business; or

12.3.5 the financial position of the other Party deteriorates to such an extent that, in the reasonable opinion of the non-defaulting Party, the capability of the other Party to adequately fulfil its obligations under the Contract has been placed in jeopardy.

4. The expiry or termination of the Contract, however arising, will be without prejudice to the rights and obligations of the Parties which have accrued prior to expiry or termination. The provisions of Clauses 10, 11, 13, 14, 15, 17, 18, 19, 20, 21 and 22 shall survive expiry or termination of this Contract howsoever arising.

### 13. REMEDIES

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

1. 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

2. to claim such damages as may have been sustained as a result of the Supplier's breaches of the Contract.

### 14. HEALTH AND SAFETY

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.



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.
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 times comply with any health and safety regulations currently in force.

## **15. CONFIDENTIALITY**

1. Save for information which is in the public domain (otherwise than by a breach of this Clause), each Party shall keep confidential and not disclose or use other than for the purpose of this Contract any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one Party to the other Party or its representatives and any other confidential information concerning the other Party's business or its products which the other Party may obtain or learn.
2. Each Party shall restrict disclosure of such confidential material belonging to the other Party, to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations or exercising its rights under the Contract and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as are contained in this Clause.

## **16. ASSIGNMENT AND SUB-CONTRACTING**

1. The Supplier shall not be entitled to transfer its rights or obligations under the Contract, or subcontract the Contract or any part of it, without the prior written consent of the Purchaser (which shall not be unreasonably withheld).
2. The Purchaser has the right to transfer its rights and obligations under the Contract or any part of it upon written notice to the Supplier.

## **17. DISPUTE RESOLUTION**

17.1 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.

17.2 If the Dispute has not been resolved to the satisfaction of either Party within 30 days of initiation of the procedure pursuant to Clause 17.1 or if 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 in accordance with Clause 22.

17.3 Nothing in this Clause 17 shall restrict or prevent either Party from seeking injunctive relief at any time.

## 18 NOTICES

18.1 A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post to the address of the Purchaser or (as the case may be) to the address of the Supplier shown on the Purchase Order or to such other address as either the Supplier or the Purchaser (as the case may be) may substitute by written notice to the other Party, or by electronic mail to **accounts@centiq.co.uk**

18.2 Notice shall be deemed given: (i) if sent by first class post or international overnight courier, three days after posting or sending by courier excluding the day of posting or sending; (ii) if delivered by hand or electronic mail, on the day of delivery and proof of receipt is obtained.

## 19 MISCELLANEOUS

19.1 Failure or delay by the Purchaser in enforcing any provision of the Conditions shall not be a waiver of any of the Purchaser's rights under the Contract or of the right at any time subsequently to enforce that provision or any other provision of the Contract.

19.2 No amendment or variation to this Contract shall be binding on the Purchaser unless it is agreed by the Parties in writing and issued as a written Purchase Order amendment by the Purchaser.

19.3 A person who is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract to enforce any term of the Contract, provided that any member of the Purchaser's Group which is involved in procuring Goods or Services from the Supplier under this Contract shall have the right to enforce any of the Conditions to the extent that it applies to the Goods or Services which it procures. The Parties shall not be under any obligation to seek the consent of any member of the Purchaser's Group in relation to any amendment to the Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19.4 If any provision of these Conditions is held by any competent authority to be illegal, unenforceable or unreasonable in whole or in part it shall, to that extent, be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## 20. BUSINESS ETHICS, SANCTIONS AND MODERN SLAVERY

20.1 Each Party shall comply with 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 procure that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offence under any Anti-Corruption Legislation.

20.2 The Supplier shall comply with the Modern Slavery Act 2015 and any other modern slavery laws, legislation, regulations or directives ("Modern Slavery Legislation") which apply to its business or which apply in the place where the Contract is performed. The Supplier will not and will procure that its employees, subcontractors, agents and representatives will not,





engage in any activity, practice or conduct which would constitute an offence under any Modern Slavery Legislation.

20.3 A breach of this Clause 20 shall be deemed to be a material breach of the Contract.

## **21. DATA PROTECTION**

21.1 In performing the Services and/or its obligations under this Contract, the Supplier shall comply with and ensure that its staff, contractors, subcontractors and agents comply with the Data Protection Act 1998 as amended ("the Act"). The following terms shall have the meanings ascribed to them within the Act: "Data Controller"; "Data Processor"; "Personal Data".

21.2 Unless otherwise agreed in writing, the Supplier shall:

21.2.1 act as Data Processor and comply with the instructions of the Purchaser as Data Controller;

21.2.2 only process Personal Data of the Purchaser to the extent and in such manner as is necessary for it to carry out its obligations under this Contract;

21.2.3 implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing, loss and/or corruption of data;

21.2.4 take reasonable steps to ensure the reliability of its staff with access to such Personal Data;

21.2.5 not cause or permit such Personal Data to be transferred outside of the European Economic Area, and

21.2.6 refrain from using such Personal Data for marketing and/or promotional purposes or disclosing such Personal Data to third parties for such purposes.

21.3 The Purchaser reserves the right to audit compliance by the Supplier against its procedures for the control of Personal Data upon reasonable prior notice. The Supplier shall retain all records as are necessary to support proper control of Personal Data and/or any such audit. Any breach by the Supplier of its obligations under this Clause 21 shall constitute a material breach of the Contract.

## **22. GOVERNING LAW AND JURISDICTION**

22.1 This Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.

22.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.