

Bladon Technologies Limited ("the Company") STANDARD CONDITIONS OF PURCHASE

1) Prevailing Conditions

These conditions together with those terms and conditions implied in favour of the Company which are not inconsistent with these conditions shall apply to any contract resulting from the issue of a purchase order to the Supplier, to the exclusion of all other terms and conditions, including those of the Supplier. A contract is formed when the Company issues a purchase order to the Supplier for the supply of goods and/or work to the Company and each contract shall incorporate these conditions as well as the terms specified in the purchase order. Each contract shall commence once received by the Supplier and shall terminate or expire on completion of Delivery (defined below) of the goods or work.

2) Packaging, Marking and Despatch of Goods

a) All goods shall be properly packed, marked and despatched at the Supplier's expense in accordance with the purchase order and/or the requirements of the Company to enable the goods to reach their destination in good condition.
b) In particular, the Supplier shall mark the outside of each package with full details of the destination and include a packing note stating the contents.
c) The Company shall not be liable to pay for or return to the Supplier any packaging or crating.

3) Documents

a) On despatch of goods the Supplier shall send to the Company at the address for delivery an advice note specifying the means of transport, contents of the package, weight, number or volume, if the goods are being delivered in instalments, the remaining balance to be delivered, special storage instructions (if any), and the point and date of despatch.
b) A separate invoice for each individual consignment of goods or work done shall be sent by the Supplier to the Company as soon as is reasonably practicable after despatch or performance.

4) Inspection

a) All goods supplied and work performed shall be subject to inspection and testing by the Company who shall have the right, at the Supplier's expense, at any time within 6 months of Delivery to reject such goods or work as defective in materials and workmanship, or as otherwise failing to meet the requirements of the relevant purchase order, however slight.
b) Upon the Company's reasonable request, the Supplier shall permit the Company to inspect and test goods during the manufacturing process, including the processing and storage of goods. If the Company considers that the goods do not comply with the relevant purchase order, it will notify the Supplier in writing and the Supplier will take all steps necessary to ensure such compliance within 30 days of such notice, keeping the Company informed of progress on a weekly basis. No inspection or testing by the Company shall imply acceptance of goods delivered or work performed by the Company or in any way relieve the Supplier of its obligations under the purchase order.

5) Quality

a) Goods to be delivered and work to be performed shall (i) be detailed in the relevant purchase order and conform to any specifications, drawings, samples or other description specified or approved by the Company in writing; (ii) be fit for the purpose intended, of satisfactory quality, and free from defects in design, materials and workmanship; (iii) conform to any relevant industry standard; and (iv) comply with all applicable laws in terms of manufacture and supply of such goods and services.
b) Any goods will comply with any British and European standards and legislation including the CE marking requirements and shall bear a properly affixed CE mark, with a certificate of conformity and all necessary technical specifications. Goods must meet all relevant health and safety requirements applicable to the goods both in the state or form supplied to the Company and when combined with other goods. It is the responsibility of the Supplier to acquaint itself with the purpose for which the supplies are to be supplied.
c) All goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
d) Without prejudice to any other term of the contract, the Company will have the benefit of any guarantee given by the Supplier.

6) Delivery or Performance

(a) The Supplier shall deliver the goods or supply the work to the address and on the date specified in the relevant purchase order, or if no date is specified, within (30) days of the date of the purchase order ("**Delivery**").
(b) If the Supplier fails to deliver or perform within the specified time or on the specified date, without prejudice to the other rights of the Company, the Company shall have the right to obtain other goods or work (as the case may be) from a third party, supply any confidential information to the third party, and the Company in respect of any extra costs and expenses, including loss of profits incurred by the Company in connection with the delay and/or obtaining alternative goods and/or work from a third party, other than as a result of negligence by the Company.

7) Passing of Property and Risk

Property and risk in the goods shall pass to the Company on Delivery, without prejudice to any right of rejection, provided that where any advance payment or progress payment is made by the Company, property, but not the risk, in any materials or goods purchased or allocated by the Supplier for the purpose of the contract shall immediately vest in the Company. Upon rejection, risk and title shall re-pass to the Supplier within 48 hours of notice of such rejection being given to the Supplier by the Company.

8) Indemnity

a) Without prejudice to the Company's rights under any condition, warranty or other term implied herein by statute or by common law or under any term of the contract, the Supplier will be liable to the Company and any company or affiliate for which it indemnifies and keep the Company and any affiliate indemnified against, any liability claim, cost (on a full indemnity basis) proceeding, loss or damage (including the stopping of or interference with the production or manufacture or supply or recall by the Company or any affiliate of any goods or works):-

(i) Caused by any defect in any goods supplied or work performed by the Supplier or by their not complying with the appropriate specification.
(ii) Incurred by the Company or any affiliate under contracts entered into by the Company or any affiliate, the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations hereunder.
(iii) Arising directly or indirectly out of any breach by the Supplier of the contract.

b) In connection with any liability claim proceeding, loss or damage under this clause, the Supplier must provide all such facilities, assistance or advice as the Company may request for the purpose of contesting the same and further must, if so requested by the Company, accept as final and binding the decision of any Court (whether in the United Kingdom or anywhere else in the world) in relation to the same.

9) Remedies

Without prejudice to any other rights or remedies of the Company, in the event that the Supplier fails to Deliver the goods or work in accordance with the purchase order, or clause 6(a) of these conditions, the Company shall, in its sole discretion, be entitled to: (i) terminate the contract with immediate effect by giving written notice to the Supplier; (ii) ask the Supplier to replace the goods, or re-perform the work at no extra cost to the Company; (iii) reject the goods or work (in whole or in part) whether or not title has passed, and return them to the Supplier at the Supplier's own risk and cost; (iv) refuse to accept further deliveries of the goods or work where the Supplier attempts to make such deliveries; (v) ask a third party to supply the goods or perform the work and recover the costs and expenses of doing so in accordance with clause 6(b) of these conditions; or (vi) require a refund from the Supplier of any sums paid in advance in respect of a purchase order for goods or work not supplied. These remedies shall extend to any repaired or replacement goods or services.

10) Intellectual Property Rights

a) Where the Company commissions the Supplier under the contract to create any work (including any designs or artwork) or any invention or improvement, ownership of such works, inventions and improvements including any intellectual property rights therein is hereby assigned to the Company and shall vest in the Company upon their creation and be the sole and absolute property of the Company.

b) The Supplier hereby assigns (and will procure that its employees and contractors assign) to the Company all inventions, improvements and discoveries (whether such is patentable or not) developed under the contract. On completion of the contract, the Supplier shall give to the Company all designs, negatives, engineering drawings and data and information of whatsoever nature in its possession and cause its employees and contractors to sign any documents necessary to enable the Company to file applications for patents throughout the world and to obtain title thereto and the Supplier shall use its best endeavours to facilitate the same.

The Supplier warrants that the goods and work supplied under a purchase order and their sale or use by the Company will not infringe any intellectual property rights including but not limited to any patents, trademarks or copyright. The Supplier will indemnify the Company, any affiliates and any of the Company's or its affiliates customers (each an "**Indemnitee**"), against all judgements, damages, costs and expenses that the Indemnitee incurs or suffers which results from any infringement or alleged infringement of the goods or work supplied. The Supplier shall, at the

Indemnitee's request, assist in the defence of any proceedings or claims which may be brought or threatened against the Indemnitee, save to the extent that such infringement, or alleged infringement, occurred as a result of a specification or change to a Supplier product which was requested by the Indemnitee.

11) Drawings, Specifications etc

All specifications, patterns, drawings, samples and information provided by the Company to the Supplier shall remain the property of the Company and the Supplier shall return such to the Company on completion of the contract or at the earlier request of the Company. The Supplier shall keep all such information and materials confidential.

12) Price

a) No variation in the price specified in the relevant purchase order will be accepted by the Company unless the Company has expressly accepted in writing such variation.

b) Payment terms are [45 days] or as set out in the purchase order.

13) Tooling and Drawings

a) Dies, tools, jigs, fixtures, moulds, patterns, plant and other equipment ordered by the Company used in the manufacture of the goods or performance of the work whether to be paid for in whole or part by the Company (herein referred to as "**Tooling**") shall be itemised on invoices separate to other goods and work provided. Payment of such invoice shall not be authorised until the Company approves the quality of samples produced from Tooling.

b) Tooling shall be kept securely and in good condition by the Supplier, adequately protected from and insured against all risks (including fire, theft and weather) without expense to the Company.

c) No Tooling or drawings, data, information or intellectual property supplied by or for the Company ("**Drawings**") for use in the manufacture of the goods or performance of the work shall be used in the production, manufacture or design of any other goods or work for another customer of Supplier without the prior written consent of the Company.

d) On termination or expiry of the contract, Tooling and/or Drawings will be delivered at the Supplier's expense to the Company's premises or as the Company shall direct.

e) The Supplier shall not disclose, or, transfer or otherwise encumber the Tooling without the written consent of the Company.

f) Tooling which is to be paid for by the Company (in whole or in part) shall at all times be the property of the Company.

14) The Company's Supplies

a) Any Tooling, Drawings or other materials supplied by the Company to the Supplier for any purpose in connection with the contract or which is in the possession or custody of the Supplier and belongs to the Company by virtue of this contract, are herein referred to as "**the Company's Supplies**". The Supplier has no rights, title or interest over any of the Company's Supplies.
b) The Company's Supplies shall not be removed from the Supplier's premises without the written instructions of the Company except for the purpose of fulfilling the contract.
c) Ownership of the Company's Supplies shall remain vested in the Company who may retake possession at any time without notice. The Supplier shall keep the Company's Supplies separate and apart from all property of other persons and shall clearly mark (i.e. Company's Supplies "Property of Bladon Technologies Limited").
d) The Supplier shall not disclose, or, transfer or otherwise encumber the Company's Supplies to any person or company without the written consent of the Company to enter upon the Supplier's premises or other premises where the Company's Supplies are located to take possession of the Company's Supplies and (if necessary) to dismantle the Company's Supplies from anything to which they are attached.
e) The Supplier hereby agrees to indemnify the Company and any Company affiliate against any loss of or damage to the Company's Supplies during the time they are in the Supplier's possession, custody or control. During such time the Supplier shall adequately insure the Company's Supplies in the name of and for the benefit of the Company at the Supplier's expense with a reputable insurance company against loss or damage arising from any cause whatsoever and shall produce to the Company on demand the policies of such insurance and the receipts for premiums paid.
f) The Supplier shall promptly pay the Company on demand the full replacement value of any of the Company's Supplies which are not returned or satisfactorily accounted for.

15) Manufacture and Confidentiality

The Supplier will not either during the term of the contract or any time thereafter: a) Manufacture or procure to be manufactured for any other customer, any goods using the designs or specifications originated or owned by the Company (for the avoidance of doubt, the Supplier will be entitled to manufacture goods for other customers not using the designs and specifications of the Company); or b) Disclose to any person or company any confidential information including but not limited to any manufacturing process, design, negative, engineering drawing or data, or any trade secret of any nature belonging to the Company or relating to the Company or to the goods or work being supplied to the Company under the contract to the extent that the goods or work are supplied to designs or specifications originated or owned by the Company, provided always that this restriction shall not apply to any information:-

(i) Which at the time of disclosure is in the public domain or which becomes public after disclosure otherwise than through breach of these conditions by the Supplier.
(ii) Which the Supplier can show by satisfactory proof to the Company to have been in its possession prior to disclosure hereunder.
(iii) Was independently developed by the Supplier without breach of these conditions.

16) Disposal of Own Label Supplies

In the event of the non-delivery to the Company, or the return to the Supplier for whatever reason, of any goods or other materials which are manufactured, packaged or labelled in such a manner as to identify them in any way with the Company, the Supplier shall not, under any circumstances, dispose of those goods or other materials to a third party without the prior written consent of the Company. Any specific instructions given by the Company in respect of such disposal shall be strictly adhered to by the Supplier. In any event, all references to the Company's name, address, trademarks and any other indications of the Company's identity shall be totally removed by the Supplier prior to disposal so that no such reference remains which might lead any third party to associate the goods or other materials with the Company.

17) Health and Safety and Quality Assurance

a) The Supplier agrees, before Delivery, to provide the Company in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the goods supplied and thereafter information concerning any changes in such properties or ingredients. The Company will rely on the supply of such information from the Supplier in order to satisfy its own obligations under relevant health and safety requirements including the Health and Safety at Work etc. Act 1974 and the Control of Substances Hazardous to Health Regulations 1988.

b) In respect of all goods supplied and work performed the Supplier will maintain or observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customers, industry standards and applicable law.

c) The Supplier will maintain detailed quality control and manufacturing records for the period of at least 6 years from the date of supply of the goods.

d) It is the responsibility of the Supplier to acquaint itself with the purposes for which the goods or work supplied are to be used.

18) Blanket Orders

a) Where the Company places and the Supplier accepts a blanket order, the Supplier binds himself to supply such of the Company's requirements for the goods or works as the Company may from time to time specify in the purchase order and the Company agrees subject to the contract terms to pay for the goods and works supplied. Until the receipt of a purchase order, the Supplier is not authorised to commence the manufacture or production of the supplies or carrying out of the work.

b) If the Supplier fails to accept and comply with any purchase order submitted by the Company, the Supplier will be deemed to be in breach of the contract terms and the Company will be able to claim damages in respect of all costs and expenses incurred by the Company as a result of such breach, including but not limited to all sums expended by the Company in securing an alternative supplier for the goods and works to satisfy the Company's future requirements (including any sums or expenses incurred by reason of any increase in the price) and any loss suffered by the Company as a result of delays in its production.

19) General

a) Failure by the Company to enforce any of the contract terms will not be construed as a waiver of its rights.

b) The contract must be performed by the Supplier personally and no part of it may be assigned, sub-let or sub-contracted by the Supplier without the Company's written permission.

c) Where the Supplier is aware (expressly or by implication) that the goods and/or work are required to enable the Company to fulfil a contract with a specific customer this contract will be deemed to be made subject to the contract conditions between the Company and the Company's customer.

d) The contract will be construed and operated in accordance with English Law. The Supplier hereby submits to the non-exclusive jurisdiction of the English Courts.

20) Termination at Option of Company

a) Performance of work under any purchase order may be terminated by the Company at its option, in whole or in part, at any time by written notice to the Supplier and, save as provided for in clause 21 (c), with no liability to the Supplier.

b) Immediately upon receipt of any such notice of cancellation the Supplier shall: (i) Deliver to the Company all goods and completed work which conforms to the quality requirements of such purchase order and does not exceed in quantity the amount authorised by the Company; (ii) At the Company's request, deliver work in progress (but not in excess of amounts authorised by the Company) and materials produced or acquired in the course of performance of the work which are of a type and quality suitable for producing goods which conform to the requirements of the relevant purchase order; (iii) Return to the Company all goods, Company Supplies and confidential information belonging to it and in the possession of the Supplier for purposes of the contract.

c) The Company shall pay for all goods delivered pursuant to paragraph (b) (i) above at the agreed price and shall pay for work in progress delivered pursuant to paragraph (b) (ii) above at such rate as may be reasonable but the Company shall have no further liability to the Supplier as a result of such termination. The provision of this clause shall not apply if the order is terminated by the Company pursuant to the fault or negligence of the Supplier.

21) Right to Terminate

The Company shall be entitled to terminate the contract without liability to the Supplier and without prejudice to the Company's other rights in any of the following circumstances:

a) The Supplier: (i) has a receiver, administrator or provisional liquidator appointed; (ii) is subject to a notice of intention to appoint an administrator; (iii) passes a resolution for its winding-up (save for the purpose of a solvent restructuring); (iv) has a winding up order made by a court in respect of it; (v) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring); (vi) ceases to carry on business; or (vii) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; b) The Supplier comes under the ownership or control of a competitor of the Company; c) Any breach by the Supplier of these conditions or the contract.

22) Work on Company Premises

Where a purchase order provides for work to be performed on the Company's premises the following conditions shall apply:

a) The Supplier (together with any authorised contractor) or any person employed by or carrying out on its behalf shall: (i) Not commit any act on the Company's premises which will cause the Company to breach any applicable laws. (ii) Observe any Code of Safe Practice for Suppliers issued by the Company and all applicable laws relating to health and safety. The Code of Safe Working Practice shall be available for inspection by the Supplier who shall be deemed to have knowledge of its contents. b) The Supplier, authorised sub-contractor (if any), or any person employed by or carrying on work on their behalf: (i) Shall comply with all legal requirements as to security on entering or leaving the Company's premises. (ii) Shall not commence the contract works until authorised to do so in writing by the person made known by the Company to the Supplier as having authority to authorise the commencement of the contract work.

c) The Supplier shall comply with any lawful and proper instruction by the Company or its authorised representative pertaining to the carrying out of the contract work.

d) During the term of the contract, the Supplier or authorised contractor shall insure and keep insured against all liabilities, including the indemnities, such insurance at a level not less than £1,000,000 or such other sum as may be specified by the Company in writing for any one incident.

e) The Supplier shall be responsible for new works being installed or erected at the Company's premises as specified in the purchase order and will maintain insurance to cover loss or damage to such works until completion of the contract. f) The Supplier shall take full responsibility for the setting out of the works and the adequacy and safety of the site, site operations and any equipment obtained from the Company.

23) Notices

a) Any notice under the relevant purchase order shall be given in writing by: (i) email to the email address stated on the purchase order for the Company and Supplier or such other email address as the Company may notify to the other in writing for the purpose; (ii) delivered personally; (iii) delivered by first class post (if within the UK) or airmail if overseas; or (iv) by registered courier, to the address detailed in the purchase order.. b) Any notice given in accordance with this clause shall be deemed to have been served: (i) at the time the email is received by the recipient's mailbox provided that no delivery failure or out of office notification is received by the sender; (ii) if delivered personally, at the time of delivery; (iii) if sent by post or airmail, 3 UK business days after the date of posting; and (iv) if sent by courier, at the time the notice is delivered to or left at the party's address. c) This clause shall not apply to the service of legal proceedings or other documents in a legal action.

Anti-Bribery And Corruption

a) The Supplier will, and will procure that its officers, employees, agents, consultants and any other persons who perform services for or on behalf of it in connection with the contract will: (i) not commit any act or omission which causes or could cause it or the Company to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption; (ii) comply with the Company's anti-corruption policy as updated from time to time; (iii) keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the contract and the steps it takes to comply with this clause 24 and permit the Company to inspect those records as required.

b) The Supplier will promptly notify the Company of: (i) any request or demand for any financial or other advantage received by it; and (ii) any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with any contract; and (iii) any breach of this clause 24.

c) The Company may terminate any contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this clause 24.

d) The Supplier shall keep and maintain for 6 years after the contract has terminated, full and accurate records of the contract including, in particular: (i) the goods and/or work provided by the Supplier under the contract; (ii) all expenditure reimbursed by the Company; (iii) all payments made by the Company; and (iv) records of any incidents including health and safety incidents applicable to the provision of the goods and/or work.

e) The Supplier shall, on request, provide the Company or the Company's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with the contract.

25) Modern Slavery

a) The Supplier will: (i) conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors or other persons to undertake tasks for the Supplier (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any practice which will breach any modern slavery laws; (ii) provide the Company with any assistance and information as it may require from time to time to enable the Company to verify compliance with this clause 25 and applicable modern slavery laws, including providing any information as may be required to enable the Company to make required disclosures or notifications under any applicable modern slavery laws; (iii) permit the Company, and any person nominated by it for this purpose, to have such access on demand to the Supplier's premises, personnel, systems, books and records as the Company may require to verify the Supplier's compliance with clause 25; and (iv) immediately notify the Company of any breach, or suspected breach of this clause 25. b) The Company may terminate the contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this clause 25.

