

Standard Conditions of Purchase for AMI-CON Supplies Ltd

1.0 INTERPRETATION

1.1 In these terms and conditions (“Conditions”):

“Purchase Order” is a commercial document issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services.

"Goods" means any materials or services to be supplied to the Purchaser by the Supplier pursuant to this Contract;

"Party" means either the Purchaser or the Supplier, together being the “Parties”;

"Buyer" means AMI-CON Supplies Ltd, whose registered office is at Unit 1, Swan Business Park, Sandpit Road, Dartford, Kent, DA1 5ED.

"Supplier" / “Seller” mean the company named on the face of the Purchase Order.

"Order" means the Buyer’s instructions to the Supplier to supply the Goods referred to in the order.

“Contract” means the contract for the sale and purchase of the Goods and the supply.

“Specifications” includes any drawings, data or information relating to the Goods and Services list on the order.

2.0 OFFER AND ACCEPTANCE

2.1 The order constitutes an offer by the Buyer to purchase the Goods / Services subject to these terms.

2.2 The supplier accepts the buyer’s offer upon sending an acknowledgement of the order.

2.3 No variation to the order or terms shall be accepted unless agreed in writing between the authorised representatives of the buyer and the supplier.

2.4 The Buyer reserved the right at any time to vary the order. If such variation involves an increase or decrease in the amount of goods and/or services specified in the original order or in the cost or time of delivery.

3.0 PRICE OF THE GOODS AND/OR SERVICES

3.1 If the order states a firm purchase price for the Goods and/or Services, the supplier may not increase the price for the volume set forth in the order but shall give the Buyer of any price reductions that occur prior to delivery of the Goods and/or Services.

3.2 Supplier must provide the Buyer prior written notice of any price increases. No increases will be accepted without prior consent from the Buyer, in writing.

4.0 SPECIFICATIONS

4.1 Any specification supplied by the Buyer to the Supplier in connection with a contract or an order shall not be disclosed to any third party.

4.2 The supplier shall adhere to the Buyer's shelf life requirements stated on the order, if without prior written consent, the seller delivers the goods and they don't conform, the Buyer has the right to reject the goods and request replacements or a credit.

4.3 The supplier shall offer full traceability where possible.

5.0 TERMS OF PAYMENT

5.1 The supplier shall issue invoices at any time after the delivery of the Goods

5.2 Each invoice shall quote the order number and a full description of the Goods and/or Services supplied.

5.3 The Buyer shall pay the price of the Goods and/or Services within the period stated in the order.

6.0 DELIVERY

6.1 The supplier shall ship Goods pursuant to the Incoterms shipment terms set out in the order. If not specified, the supplier must check with the Buyer.

6.2 All Goods and Services must be delivered within the date stated in the order, during the Buyer's standard trading hours.

6.3 All Goods and Services provided must be of satisfactory quality and free from defect and must conform to the specification mentioned on the order.

6.5 The buyer's logistics team will accept deliveries unchecked unless there are visible damages where the delivery will be rejected.

6.4 The Buyer will not accept substitute, variation or amendment and untimely, excess or under shipments. The Buyer shall have the authority to return the goods supplied at the supplier's expense.

6.6 Unless otherwise agreed, the Buyer will not accept any shipping/delivery charges.

6.7 If the Goods are not delivered on the agreed due date then without limiting any other remedy, the Buyer shall be entitled to:

- I. Cancel the contract in whole or part;
- II. Refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
- III. Recover from the Seller any expenditure reasonably incurred by the Buyer
- IV. Claim damages for any additional costs, loss or expenses incurred by the Buyer which are in a way attributable to the Seller's failure to deliver the Goods.

6.8 The Seller shall ensure that goods are transported and delivered to the Buyer's nominated delivery address using the appropriate carrier and complies with COSHH, ADR, IATA and IMDG regulations.

6.9 Packages must be clearly labelled to ensure that product safety is maintained at all times.

7.0 REGULATIONS

7.1 All Goods and Services supplied must meet all relevant legal and regulatory requirements, in particular environmental, health and safety necessities valid at the time.

7.2 Without prejudice to the above, All Goods and Services must comply with the European Regulation 1907/2006 REACH, Directive 2002/95/EC RoHS and Directive 94/62/EC Packaging, and/or any local laws in individual member states of the European Union that transpose RoHS and the Packaging Directive (Substance Laws).

7.3 The Supplier must warrant that the Goods will not contain any of the substances prohibited by such Substance Laws and that any restricted substances including substances covered by REACH contained in the goods will not exceed the relevant concentration values permitted by the Substance Laws in force at the time the goods are supplied.

7.4 It is the Supplier's liability to provide the Buyer satisfactory documentations in relation to the above.

8.0 INSPECTIONS

8.1 The Buyer shall be entitled to inspect the delivery upon arrival and if deemed unsatisfactory or not fit and unsuitable for the purpose for which they were required, the Buyer has the right to reject/return goods at no extra cost.

9.0 WARRANTIES AND LIABILITY

9.1 The Seller warrants to the buyer that the Goods supplied will be of satisfactory quality, free from defects, will correspond with any relevant specification and will comply with all statutory requirements and regulations relating to the sale of the Goods. (Refer to AMI-CON's Quality Standard for Industrial Composite Materials CD006 v1)

9.2 Preferably, the Seller will have a robust Quality Management System that meets British Standards' AS9100, AS9120 or ISO 9001:2008.

9.3 Without limiting any other remedy, if any Goods or Services are not supplied in accordance with the contract, then the Buyer shall be entitled to request replacements or a full credit.

9.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) as a result of a breach of any warranty, any claim that the Goods infringe, any liability under the Consumer Protection Act 1987 and the General Product Safety Regulations 2005.

9.5 It is the Supplier's responsibility to notify the Buyer of non-conforming products, obsolescence and any changes to a product's manufacturing process, location of the manufacturing site, raw material and feed stock supplier.

9.6 All samples and documents must be recorded and retained for a period of 10 years.

10.0 COUNTERFEIT GOODS PREVENTION

10.1 Supplier must ensure that Counterfeit Goods are not delivered to the Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Good.

10.2 In the event the Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify the Buyer. When requested by the Buyer, the Supplier shall provide (if available) documentation that authenticates traceability of the parts.

10.3 In the event that the orders delivered are, or include, Counterfeit Goods, the Supplier shall promptly investigate and offer genuine replacements.

11.0 TERMINATION

11.1 The Buyer may cancel the order in respect to all or part only of the Goods and/or Services by giving notice to the Seller at any time prior to the delivery.

11.2 The termination of the contract, however arising, shall be without prejudice to the right and duties of the buyer accrued prior to termination.

12.0 CONFIDENTIALITY

12.1 The Seller must keep in strict confidence all information relating to the order or a contract.

13.0 RIGHT OF ACCESS

13.1 The Buyer including the Customer or Regulatory Authority will be granted permission by the Supplier to carry out work or site inspections within their premises.

14.0 BUYER'S PROPERTY/DRAWINGS AND DATA

14.1 Any intellectual and tangible property rights supplied by the Buyer to the Seller or used by the Seller specifically in the manufacturing of the Goods shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer.

14.2 The supplier shall not pass the above to any other party without the Buyer's prior written consent.

14.3 The supplier shall keep adequate records of such property and shall be made available upon request by the Buyer.

15.0 FORCE MAJEURE

15.1 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16.0 COMPLIANCE WITH LAW

16.1 The Seller shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 (the “Bribery Act”);

16.2 The Seller has and shall maintain in place its own anti-bribery and anti-corruption policies and procedures, including adequate procedures under the Bribery Act and will enforce them where appropriate;

16.3 The Seller has and shall maintain a strict policy on Ethical behaviour, Slavery Act and prevention of counterfeit parts referred within paragraph 10.0.

16.4 The Seller shall ensure that all personnel associated with the supplier or other persons who are performing the Contract comply with this paragraph 14.0.