

IMPORTANT: THESE CONDITIONS CONTAIN PROVISIONS WHICH DEFINE THE CONTRACTUAL OBLIGATIONS OF THE COMPANY AS TO PRICE AND PERFORMANCE AND WHICH LIMIT THE AUTHORITY OF EMPLOYEES OR AGENTS OF THE COMPANY TO MAKE STATEMENTS AND REPRESENTATIONS. BY YOUR ACCEPTANCE OF THIS ORDER, YOU ACCEPT THESE CONDITIONS.

1. INTERPRETATION

1.1 In these Conditions "the Company" means MiTek Industries Limited; "the Seller" means the person, firm or company to whom the Order is addressed; "Order" means a purchase order submitted by the Company to the Seller incorporating these Conditions; "Contract" means the contract between the Company and the Seller for the sale and purchase of the Goods in accordance with these Conditions; "Goods", means the goods described in the Order and: "deliver" and "delivery" means physical transfer of actual possession of the Goods to the Company at the address for delivery stated in the Order, which shall be determined as the time at which a copy of the delivery note accompanying the Goods is signed by a duly authorised employee or agent of the Company. Delivery to a carrier shall not be delivery to the Company.

2. ORDER

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, or course of dealing.

2.2 The Order constitutes an offer by the Company to purchase the Goods in accordance with these Conditions.

2.3 No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract being varied or altered and is signed by a duly authorised Officer of the Company.

2.4 The commencing of any work by the Seller, the acceptance of any deposit paid by the Company or any other conduct of the Seller consistent with accepting or fulfilling the Order shall constitute unqualified acceptance by the Seller of the Order, and is when the Contract shall come into existence.

3. PURCHASE AND SUPPLY

3.1 The Seller shall sell and deliver and the Company shall purchase and take the Goods (and any services in relation thereto) described in the Order.

3.2 The Seller shall manufacture the Goods in accordance with any specification, drawing or instruction provided or given by the Company and agreed to by the Seller and shall be liable for all losses to the Company arising from the Seller's failure to do so.

4. PRICE AND PAYMENT

4.1 Time for payment shall not be of the essence of the Contract.

4.2 The price for the Goods shall be as stated in the Order on the terms therein stated. Unless otherwise expressly agreed in writing by the Company, all payments for Goods pursuant to the Contract shall be made in sterling. The Company shall only be liable for the price as expressly authorised herein unless otherwise agreed in writing by the Company. The price for the Goods as stated in the Order shall unless otherwise stated be inclusive of packaging, freight and insurance costs, delivery charges, customer's dues and charges for special tests requested by the Company and in no event whatsoever will the Company be liable to make any payment for, or in respect of, the Goods (including delivery) thereof in accordance with Condition 6 or services in relation thereto in excess of such stated price.

4.3 The statutory and any express or implied right of the Seller to a lien over the Goods and to any rights of stoppage in transit are hereby expressly excluded.

5. PACKAGING

The Seller shall ensure that the Goods are properly packed so that they are delivered in good condition. Any packaging cases or materials may be returned at the Seller's risk, cost and expense.

6. DELIVERY

6.1 The Seller shall deliver the Goods at the place and on the date or dates stated in the Order during the Company's normal business hours. Time for delivery shall be of the essence. Where no instructions are given on the Order, delivery shall be Delivered Duty Paid (DDP) Incoterms 2010 at the Company's designated premises.

6.2 The Seller shall not deliver the Goods in instalments without the Company's prior written consent.

6.3 The Seller shall on the same day that the Goods are dispatched post to the Company a dispatch note and an invoice (except that, unless otherwise agreed, Goods delivered in instalments shall be invoiced when all the Goods constituting the Contract have been delivered) and ensure that a delivery note accompanies the Goods.

6.4 The Company shall be entitled to postpone the date(s) for delivery of the Goods in the event of an event, circumstance or cause beyond its reasonable control, including any act of God, war, riots, strikes, lock outs, trade disputes, fires, breakdowns, mechanical failures, disruption of energy supplies, interruption of transport, government action. The Company may, in the notice suspending delivery, stipulate a period of suspension of the expiry of which if the event still prevails, the Contract may, at the option of the Company, be terminated.

6.5 Without prejudice to Condition 6.4, the Seller shall pay for all storage costs for the Goods in the event of any delay in delivery as well as insurance against damage or destruction.

7. TRANSFER OF TITLE AND RISK IN THE GOODS

Title and risk in the Goods shall pass to the Company on delivery.

8. THE GOODS

8.1 If within the period after delivery named in the Order (or if no period is specified, a period of 2 years ("the Guarantee Period")) the Company notifies the Seller of any defect in the Goods arising under proper use from faulty manufacture or design (other than a design made, furnished, or specified by the Company for which the Seller has in writing disclaimed responsibility), materials or workmanship, then the Seller shall immediately replace or repair the Goods so as to remedy the defects without cost to the Company.

8.2 All Goods supplied (including any packaging and labelling) shall:

8.2.1 conform with any description, design or specification in or referred to in the Order or in any literature (whether of a promotional character or otherwise) issued in connection with Goods;

8.2.2 conform with any instructions of the Company and the terms of the Order and this Contract;

8.2.3 be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Order);

8.2.4 be free from defects, whether latent or patent, in design, material or workmanship and be so designed and manufactured as to be safe when properly used;

8.2.5 meet any standard or inspection stated or referred to on the Order;

8.2.6 be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;

8.2.7 comply with the requirements of any relevant United Kingdom or foreign statute, statutory rule of order regulation or standard whether having the force of law or not which may be in operation on delivery; and

8.2.8 where a sample is provided by the Seller, conform in all respects with the sample.

8.3 The Seller shall on demand supply to the Company the name and address of any person other than the Seller who actually or apparently produced the Goods (or any part of component thereof) or imported them into the EEC or the United Kingdom or previously supplied them.

8.4 The Company's rights (including the Company's rights to reject the Goods) against the Seller under the provisions of Condition 8.2 shall in no way be prejudiced if the Goods are not inspected until used or if the Goods are shown to be unsuitable or defective after they are put into use. Any such inspection shall not constitute acceptance of the Goods and Condition 8.2 shall remain in full force and effect whether or not such inspection revealed, or should have revealed, any defect of the Goods. The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8.5 The Company has relied upon the skill and judgment of the Seller in relation to the Goods.

8.6 The Seller shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to consequential loss or damage and loss of profit), suffered by the Company as a result of the supply of the Goods, any misrepresentation by the Seller, delays in production or loss orders or any other loss caused by, or arising out of the Seller's failure to supply Goods in conformity with the Contract or delay in delivery of the Goods.

9. REJECTION OF GOODS, REMEDIES AND TERMINATION

9.1 Without limiting its other rights or remedies, the Company may reject all or part of the Goods and terminate the Contract with immediate effect if the Seller commits a material breach of any term of the Contract.

9.2 If any execution or distress shall be levied upon the Seller or if the Seller shall cease or threaten to cease to carry on its business, or enter into any negotiation for arrangements or composition with its creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or, if the Seller is a corporate body, any resolution is proposed or petition presented to wind up the Seller or if a receiver of the Seller's assets or undertaking or any part thereof shall be appointed, the Company shall be entitled to terminate the Contract immediately, without prejudice to any other claim or right the Company might make to exercise.

9.3 In the event of the exercise by the Company of the right to reject the Goods or to terminate or cancel the Contract or Order, any deposit paid by the Company shall be repaid within 7 days of each rejection or termination and the Company shall in addition to all other rights and remedies it may have, have the right to recover from the Seller all such costs and expenses (including increased price) the Company may incur in obtaining alternative supplies or the provision of alternative services, any loss (including loss of profit) suffered by the Company as a result of delays in production or lost contracts, and any storage, insurance, transport or other expenses the Company may incur in respect of the Goods or services.

9.4 Where all or part of the Goods are rejected the Seller shall, if requested, collect the rejected Goods during the Company's normal business hours at its own cost and expense. If the Seller fails to collect the rejected Goods within 7 days of such request, the Company may return the rejected Goods to the Seller entirely at the risk and expense of the Seller. The Company shall have a lien over the rejected Goods in respect of any amount paid by the Company for the rejected Goods.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

9.6 During the term of the Contract, the Seller shall maintain in force, with a reputable insurance company appropriate insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company'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.

10. CONFIDENTIALITY

10.1 Each party shall keep secret and confidential all information which is secret or otherwise not publicly available belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Contract.

11. TITLE AND PATENTS

Without prejudice to, and in addition to, any terms as to title which may be implied by statute or otherwise the Seller specifically warrants that it has a right to call the Goods, that the Company shall have and enjoy, throughout the use of the Goods quiet possession of the Goods and that the Goods are and shall be free from any charge, lien, pledge or encumbrance in favour of the Seller or any third party. In the event of any claim being made or action brought or threatened against the Company in respect of infringement or patents, trademarks, tradenames, registered designs or any other industrial property rights in respect of the Goods, the Seller shall fully indemnify and keep the Company fully indemnified from the against any costs, expenses, loss or damage incurred by the Company in respect of any such claim made or such action being brought except where the Goods are manufactured to a design supplied by the Company and such claim or action is directly and exclusively referable to such design.

12. IMPORT CONTRACTS

The Seller shall obtain and maintain all necessary import and export licences in respect of the Goods.

13. MODERN SLAVERY

The Seller undertakes, warrants and represents that it shall comply with the Modern Slavery Act 2015 and shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breaches any of the Seller's obligation under this Condition.

14. ANTI-BRIBERY

14.1 The Seller undertakes that it has not committed an offence under Sections 1,2,6 or 7 of the Bribery Act 2010 (a "Bribery Offence"), nor has been notified that it is subject to an investigation relating to alleged Bribery Offences, nor is aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

14.2 The Seller agrees that it:

14.2.1 has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Seller (including an employee, sub-contractor or agent or other third party working on behalf of the Seller or any group company) (an "Associated Person") from committing a Bribery Offence;

14.2.2 shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit and Bribery offence or any act which would constitute a Bribery Offence;

14.2.3 shall not do or permit anything to be done which would cause the Company or any of the Company's employees, sub-contractors or agents to commit a Bribery offence or incur any liability in relation to the Bribery Act; and

14.2.4 shall notify the Company immediately in writing if it becomes aware or has reason to believe that it has, or any of the Associated Persons have, breached or potentially breached any of the Company's obligations under this Condition (such notice to set out full details of the potential breach).

15. NOTICES

Any notice sent under the Contract must be made in writing, addressed to that party at its registered office and shall be delivered personally, or be sent by pre-paid first class post. Notice is deemed to be served on the date of personal delivery or on the second day after posting if sent by post.

16. LAW AND JURISDICTION

16.1 This Contract and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual) in nature such as claims in tort from breach of statute or regulation or otherwise) shall be governed by and construed in accordance with, the laws of England and Wales.

16.2 All disputes or claims arising out of or relating to the Contract (including non-contractual disputes or claims), shall be subject to the non-exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

17. GENERAL

17.1 If any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions shall remain in full force and effect unless the Company in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate the Contract immediately.

17.2 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

17.3 The Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

17.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.