



# Purchasing Terms and Conditions

## Terms and Conditions for Purchase of Goods and Services

### 1 Definitions

1.1 In these conditions (unless the context otherwise requires):

“Conditions” means the terms and conditions contained herein;

“Contract” means the contract between the Supplier and us for the supply of the Work by the Supplier to us;

“Contract Documents” means these Conditions, the Order, the Specification and any other document specified in writing by us;

“Goods” means all and any goods or other deliverables to be delivered by the Supplier to us under the Contract, as set out in the Order and, where applicable, the Specification;

“Order” means the order placed by us for the supply of the Work/Goods;

“Services” means the services (or any instalment or part of them) to be supplied by the Supplier to us under the Contract as set out in the Order and, where applicable, the Specification;

“Specification” means the specification for the Work contained or referred to in the Order;

“Supplier” means the person, firm or company to whom the Order is addressed;

“We”, “Us” and “Our” means Springtech Ltd Unit 1 Fairview Estate Beech Road High Wycombe Buckinghamshire HP11 1RY and “Work” means the supply of Goods and/or Services (as applicable) by the Supplier to us, as set out in the Order.

1.2 In these Conditions (unless the context otherwise requires) words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

1.3 A reference to a particular law is a reference to it, as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 The headings in these Conditions are intended for reference only and do not affect their construction.

### 2 Contract

2.1 The Supplier's quotation for the supply of Work/Goods shall constitute an offer to supply the Work/Goods on these Conditions. The Contract shall be deemed to have been formed when we issue the Supplier with the Order. No terms on any documentation from the Supplier will be binding on us.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation for the Services, acknowledgement of Order, letter or other communication sent by the Supplier to us and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 Any concession made or latitude allowed by us in the Supplier's favour shall not affect our strict rights under the Contract.

2.4 In the event of any inconsistency between any of the Contract Documents the order of precedence shall be the Order followed by the Specification (if any) followed by these Conditions.

### 3 Quality and description

3.1 Without prejudice to any other rights we may have:

(a) the Supplier warrants that the Work/Goods:

(i) will conform in all respects with the Order and Specification provided to the Supplier by us;



(ii) will be provided in accordance with any and all applicable legislation, regulations, rules and codes of conduct practice, from time to time in force (including without limitation, the REACH Regulation where applicable to suppliers (regulation no. 1907/2006) and all statutory requirements and regulations relating to the manufacture and sale of the Goods) and the Supplier will inform us as soon as it becomes aware of any changes in that legislation;

(b) in respect of the Services (where applicable):

(i) the Supplier warrants they will be performed using all reasonable skill and care and in accordance with recognised industry and professional standards; and

(ii) the Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any location where the Services are to be supplied and we reserve the right to refuse any person access to our premises, which shall only be given to the extent necessary for the performance of the Services. The Supplier shall notify us as soon as the Supplier becomes aware of any health and safety hazards or issues which arise in relation to the Services; and

(c) where applicable, the Supplier warrants the Goods will:

(i) be capable of any standard of performance specified in the Contract;

(ii) be fit for that purpose; and

(iii) be of satisfactory quality and be without fault.

3.2 Our rights under these Conditions are in addition to the statutory conditions implied in our favour by the Consumer Rights Act 2015

3.3 At any time prior to delivery of the Goods to us, we shall have the right to inspect and test the Goods at all times.

3.4 If the results of such inspection or testing cause us to be of the opinion that the Goods do not conform or are unlikely to conform with the Order, Specification and/or any information supplied or advised by us to the Supplier, we shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition we shall have the right to require and witness further testing and inspection.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

## 4 Delivery

4.1 The Supplier shall:

(a) perform the Work at the time or within the period specified in the Order or if no dates are so specified in the Order, delivery shall be within a reasonable time and in the event no time is specified, within 7 working days of the date of the Order;

(b) allocate sufficient resources to the Work to enable it to comply with the obligations set out in condition 4.1(a) above; and

(c) before the date on which the Work is to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to the Work; and

(d) supply us in good time with any instructions or other information required by the Supplier to enable performance of the Work.

4.2 The Supplier agrees that:

(a) it will acknowledge receipt of the Order within 2 days of receipt;



- (b) the Goods shall be delivered, carriage paid if applicable by us, to our place of business or to such other place of delivery as we agree in writing prior to delivery of the Goods;
- (c) it shall off-load the Goods at its own risk as directed by us;
- (d) it shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered;
- (e) it shall invoice us upon delivery of the Goods to us;
- (f) we shall have no obligation to pay for or return packing cases used for packing the Goods, whether or not re-usable; and
- (g) unless otherwise stipulated by us in the Order, deliveries shall only be accepted in normal business hours.

4.3 The Supplier undertakes and warrants that it has obtained for itself and for us, at its own cost all the necessary permissions, certificates, licences, permits and consents required by statute or otherwise in respect of the Work.

4.4 In the event that the Supplier is unable or unlikely to or fails to comply with condition 4.1(a) above, we may at our discretion:

- (a) obtain at the Supplier's expense substitute goods and/or services (as applicable) from a third party;
- (b) terminate the Contract in whole or in part;
- (c) refuse to accept any subsequent delivery of Work which the Supplier attempts to make; and/or
- (d) claim damages for any additional costs, loss or expenses incurred by us which are attributable to the Supplier's failure to deliver the Work on the due date.

4.5 Time shall be of the essence of the Contract in respect of performance of the Contract.

4.6 Where we agree in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle us, at our option, to treat the whole Contract as repudiated.

4.7 If the Goods delivered are in excess of the quantities ordered by us, we shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

4.8 We shall not be deemed to have accepted the Goods until we have had 10 days to inspect them following delivery. We shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

## **5 Storage/Destruction**

5.1 If for any reason we are unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall if its storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and we shall be liable to the Supplier for the reasonable cost (including insurance) of its so doing.

5.2 If for any reason the Goods are stored in accordance with condition 5.1 above, the Supplier may not dispose or otherwise destroy the Goods without giving us reasonable written notice in advance.

## **6 Ownership of the Goods**

6.1 Risk of damage to or loss of the Goods shall pass to us on delivery of the Goods to us.



6.2 The ownership in the Goods shall pass to us at the latest on the date the Supplier notifies us that the Goods are due and ready for delivery but without prejudice to:

- (a) the passing of property at an earlier time under any statute or rule of law; or
- (b) any right of rejection which we may accrue whether under these Conditions or otherwise.

## **7 Price and payment**

7.1 The rates for the Work shall be the rates set out in the Order or as otherwise agreed in writing between the parties (the "Price").

7.2 The Price shall include, without limitation, all and any charges for travel, packaging, packing, carriage, insurance and delivery and any import taxes or duties or other duties, taxes, imports or levies incurred by the Supplier.

7.3 No variation in the Price nor extra charges shall be accepted by us.

7.4 Unless agreed otherwise, we shall pay the Price within 30 days of the date we receive an invoice from the Supplier which is properly due and submitted.

7.5 Without prejudice to any other right or remedy, we reserve the right to set off any amount owing at any time from the Supplier to us against any amount payable by us to the Supplier under the Contract.

7.6 The Supplier is not entitled to suspend deliveries of the Goods or performance of the Services as a result of any sums being outstanding. In the event of our late payment of any undisputed invoice the Supplier may charge interest at a maximum of 2% per annum above the base rate of Barclays Bank Plc as applying from time to time.

## **8 Indemnity**

8.1 The Supplier shall indemnify us and keep us indemnified against all and any claims, costs, proceedings, damages, losses, charges, liabilities and expenses (including but not limited to legal and other professional fees and expenses) incurred by us and/or for which we may be liable to a third party due to, as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) the breach of any provision of the Contract by the Supplier;
- (c) any alleged or actual infringement of any third party's Intellectual Property rights or other rights arising out of the use or supply of the Work;
- (d) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- (e) any claim against us arising out of the Supplier's incorrect description of the Work or any part thereof; and
- (f) any claim made against us in respect of any liability, loss, damage, injury, cost or expense sustained by our employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Work where applicable, as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.

8.2 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and product liability insurance in an amount not less than £5 million and shall, on our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

8.3 The provisions of this condition 8 shall survive termination of the Contract, however arising.

## **9 Termination**



9.1 We shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier 30 days' prior written notice.

9.2 Both parties shall have the right at any time by giving notice in writing to the other to terminate the Contract forthwith if:

- (a) the other party commits a breach which is not capable of remedy;
- (b) the other party commits a breach of any of the terms and conditions of the Contract and fails to remedy the breach (when capable of remedy) within 30 days of a notice specifying the breach;
- (c) the other party becomes bankrupt, insolvent, compounds or makes any voluntary arrangement with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a bona fide reconstruction), ceases or threatens to cease to carry on business or shall have a receiver administrative receiver or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile; or
- (d) the other party ceases or threatens to cease to carry on its business.

9.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either party accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 10 Remedies

10.1 Without prejudice to any other right or remedy which we may have, if any of the Work is not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract we shall be entitled to avail ourselves of any one or more of the following remedies at our discretion, whether or not any part of the Work has been accepted by us:

- (a) to rescind the Order;
- (b) to reject the Work (in whole or in part) and, where applicable, return the Goods 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;
- (c) at our option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Work or to supply replacement Goods and/or Services, as applicable, and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) to refuse to accept any further deliveries of the Goods and/or performance of the Services but without any liability to the Supplier;
- (e) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and/or
- (f) to claim such damages, losses, costs and expenses as may have been sustained in consequence of the Supplier's breach or breaches of the Contract, including without limitation any costs of recovering the Goods and loss of profit we suffer due to us not meeting our obligations to our customers.

## 11 Confidentiality

11.1 The Supplier undertakes that the Supplier shall keep (and the Supplier shall procure that the Supplier's respective employees and agents keep) secret and confidential all intellectual property relating to the Work, us and/or our business and any information (whether or not technical) of a confidential nature communicated to the Supplier by us or on our behalf, either preparatory to, or as a result of, these Conditions, and shall not disclose the same or any part of the same to any person other than the Supplier's directors or employees as need to know for the purpose of discharging the Supplier's obligations under the Contract provided that, before any





such disclosure takes place, the Supplier shall procure that each of the directors and employees concerned shall execute a written confidentiality undertaking on terms no less than those contained herein.

11.2 The provisions of condition 11.1 shall not apply to information:

- (a) which was in the Supplier's possession at the date of receipt as can be evidenced in writing;
- (b) which is or becomes public knowledge otherwise than as a result of unauthorised disclosure; or
- (c) is required to be disclosed as a matter of law.

11.3 The Supplier shall, at our request but at the Supplier's expense, take such steps as we may require to enforce any confidentiality undertaking given by a director or employee of the Supplier's including, in particular but without limitation, the initiation and prosecution of any legal proceedings and the enforcement of any judgment obtained. All such steps to be taken by the Supplier shall be taken as expeditiously as possible and the Supplier agrees that, in respect of the Supplier's obligation to enforce confidentiality undertakings, time shall be of the essence in complying with our requirements.

11.4 This condition 11 shall survive termination of the Contract, however arising.

## **12 General**

12.1 We reserve the right to defer the date of delivery or payment or to cancel the Contract or vary the Work required if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control 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.

12.2 Any notice given under this Contract shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at the relevant address as set out on the Order. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; and
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

12.3 In proving such service as referred to in condition 12.2 above it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

12.4 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract Documents. Nothing in the Contract shall limit or exclude any party's liability for fraud or fraudulent misrepresentation.

12.5 The Supplier shall not be entitled to assign or transfer the Contract or any part of it without our prior written consent. We may assign or sub-contract the Contract or any part of it at any time.

12.6 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.



12.7 No party who is not a party to the Contract shall be entitled to enforce any terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

12.8 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provisions of the Contract shall not otherwise be affected or impaired, it being the parties' intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

12.9 Failure or delay of a party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right or any other right, nor operate to bar the exercise or enforcement of it or any other right at any time or times thereafter.

12.10 The Contract shall be governed by the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

### 13.0 Supplier Quality requirements

In addition to our standard terms and conditions; the following requirements are for products and/or services that will be used in our AISiD Customer Products:

- The implementation of a quality management system;
- use customer-designated or approved external providers, including process sources (e.g., special processes);
- notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
- prevent the use of counterfeit parts, by one or more of the following (as applicable to the product/service being supplied:
  - training of appropriate persons in the awareness and prevention of counterfeit parts;
  - controls for acquiring externally provided product from original manufacturers, authorized distributors, or other approved sources;
  - requirements for assuring traceability of parts and components to their original authorized manufacturers;
  - verification and test methodologies to detect counterfeit parts;
  - monitoring of counterfeit parts reporting from external sources;
  - quarantine and reporting of suspect or detected counterfeit parts
- notify ourselves of changes to processes, products, or services, including changes of your external providers or location of manufacture, and obtain the organization's approval;
- Documented information shall be held either indefinitely or for a minimum of 25 years unless otherwise stated within the Purchase Order
- ensure that your personnel are aware of:
  - their contribution to product or service conformity;
  - their contribution to product safety;
  - The importance of ethical behavior.
- apply appropriate controls to your direct and sub-tier external providers, to ensure that requirements of the Purchase Order are met.

- the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;
- Suppliers are required to comply with global government legislation regarding Country of Origin (COI) determinations for selected materials. This includes Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, also referred to as the Conflict Minerals provision. The Conflict Minerals provision requires manufacturers and suppliers to disclose whether their products contain gold, tin, tantalum or tungsten regardless of where these metals come from. For any such metal identified in their products, manufacturers and suppliers must identify the smelter or refiner (SOR) that processed the ores from which these metals were obtained and ultimately the mine COI from which those ores were extracted. Springtech Limited is committed to complying with this legislation, the aim of which is to stop violent conflict and inhumane activity in the Democratic Republic of Congo (DRC) and surrounding countries.

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