
GENERAL PURCHASING CONDITIONS

1. Scope

1.1 These terms and conditions (these Conditions) are the terms on which Bohle Limited (company number 00644864) (Company) purchases Goods (as defined below) and/or Services (as defined below) from the Supplier (as defined below).

1.2 Unless expressly agreed otherwise by the Company in writing, these Conditions supersede all other terms and conditions previously used by the Company in connection with the subject matter of these Conditions, and apply to the exclusion of any terms and conditions which the Supplier purports to apply under any other document or which are implied by trade, custom, practice or course of dealing. Acceptance of Goods and/or Services by the Company, or payment of the Price in respect of the same, shall not be construed as acceptance of any other terms and conditions which the Supplier purports to apply.

1.3 The Company's rights under these Conditions are in addition to the statutory terms implied in favour of the Company by applicable law.

2. Defined terms

2.1 In these Conditions, the following words have the following meanings: Commencement Date: shall have the meaning set out in Condition 7.1.

Company Materials: shall have the meaning set out in Condition 7.3(f).

Confidential Information: all information, material and data (in any format) relating to the disclosing party that is proprietary or which by its nature is clearly confidential (whether or not marked as confidential), including information concerning the disclosing party's business, operations, affairs, financial information, customers, clients, suppliers, operations, processes, know-how, designs, trade secrets, services, products and price lists but not including any information that: (i) is or becomes public knowledge other than by an act or omission of the receiving party; (ii) is or becomes available to the receiving party without an obligation of confidence from a third party having the legal right to disclose the information; or (iii) is already in the receiving party's possession before disclosure in documented form without an obligation of confidence.

Contract: the contract between the Supplier and the Company for the sale and purchase of Goods and/or Services in accordance with these Conditions.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the delivery date set out in the Order or, if no date is specified in the Order, on the date agreed by the parties in writing.

Delivery Location: the location set out in the Order or, if no location is specified in the Order, to the location agreed by the parties in writing.

Force Majeure Event: any fire, flood, earthquake, unusually severe weather or elements of nature or acts of God; war, embargo, riot, civil disorder, rebellion, revolution; or other causes beyond a party's reasonable control which, for the avoidance of doubt, shall not include any industrial dispute.

Goods: the goods described in the Order.

Insolvency Event: means, in respect of a party, that it suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due, enters into receivership, administration or liquidation, suspends or ceases, or threatens to suspend or cease carrying on its business (or any part of it), has an administrator, receiver, liquidator or manager appointed over the whole or a substantial part of its assets, a resolution is made or notice is filed in connection with its winding up or dissolution, or any event occurring in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the above.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition,

rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: a written order for Goods and/or Services, as set out in the Company's purchase order form, or otherwise as submitted by the Company by email or fax.

Price: the price of the Goods and/or Services (as applicable), as set out in the Order.

Services: the services, including any Deliverables, described in the Order.

Specification: the Company's specification for the Goods and/or Services, as set out or referred to in the Order.

Supplier: the person or firm from whom the Company purchases the Goods and/or Services.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Working Hours: the period from 8:30 am to 4:15 pm on any Working Day.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3 Unless expressly stated otherwise, a reference to a statute or statutory provision is a reference to legislation in force in England as amended, extended or re-enacted from time to time and shall include reference to all subordinate legislation made from time to time.

2.4 Any words following the term include, including or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.5 A reference to writing or written includes fax and email.

2.6 The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

3. Conclusion of Contract

3.1 The Order constitutes an offer by the Company to purchase Goods and/or Services in accordance with these Conditions. The Order shall be deemed to be accepted by the Supplier on the earlier of: (a) the Supplier issuing written acceptance of the Order; or (b) the Supplier doing any act consistent with fulfilling the Order, at which point and on which date the Contract will come into existence. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 Unless expressly agreed otherwise by the Company in writing, any costs estimates, quotes, templates or samples issued by the Supplier shall be binding on the Supplier and the Company shall be entitled to rely on the same. Nothing shall oblige the Company to place an Order for the Goods and/or Services, and unless the Company has expressly agreed to

4. Modifications to the Order

4.1 The Company may at any time amend an Order, and in such cases the Supplier shall immediately inform the Company about any changes to the Price or Delivery Date or Commencement Date (as relevant) as a result of such changes to the Order.

5. Delivery of Goods

5.1 The Supplier shall deliver the Goods on the Delivery Date to the Delivery Location during Working Hours, or as otherwise instructed by the Company.

5.2 Time for delivery shall be of the essence. If the Supplier foresees that the Delivery Date cannot be met, the Supplier shall inform the Company immediately, confirming the expected delay and the reasons for the delay. The Supplier shall not deliver the Goods in instalments, nor deliver the Goods before the Delivery Date, without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately.

5.4 If the Goods are not delivered on the Delivery Date, the Company may, at its option, claim or deduct 1% of the Price of the Goods for each day's delay in delivery by way of liquidated damages, up to a maximum of 5% of the Price of the Goods for each week's delay in delivery. If the

Company exercises its rights under this Condition 5.4 it shall not be entitled to any of the remedies set out in Condition 5.3 in respect of the Goods' late delivery.

5.5 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

5.6 A delivery note shall be included with each delivery, specifying the Order number, the product numbers for the Goods delivered, the name of the Company's authorised representative who placed the Order and the number of packaging items.

5.7 Unless otherwise agreed by the Company in writing, delivery shall be Delivery Duty Paid (DDP) in accordance with Incoterms 2010.

5.8 Delivery of the Goods shall occur upon completion of unloading of the Goods at the Delivery Location.

5.9 If the Supplier delivers greater than 10% more or less than the quantity of Goods ordered (which shall be determined by the Company in its sole discretion), the Company may reject the Goods and any rejected Goods shall be returned to the Supplier at the Supplier's cost and risk. If the Company accepts the delivery, a pro rata deduction shall be made to the invoice in respect of any undelivered Goods.

6. Title and risk

6.1 Title and risk in the Goods shall be transferred to the Company on completion of the delivery to the Company in accordance with Condition 5.8.

7. Supply of Services

7.1 The Supplier shall from the date specified in the Order (the Commencement Date) and for the duration set out in the Order provide the Services to the Company in accordance with the terms of the Contract. The Supplier shall meet any performance dates for the Services specified in the Order or notified by the Company to the Supplier, and time is of the essence in relation to any of those performance dates.

7.2 If the Supplier fails to meet any such performance dates, then, without prejudice to any other rights or remedies of the Company, the Company may exercise any one or more of the following remedies: (a) to terminate the relevant Contract immediately by providing written notice to the Supplier; (b) to reject any subsequent performance of the Services which the Supplier attempts to make; (c) to require the Supplier to provide a full refund of the Price paid in advance for any Services not performed; and/or (d) to claim damages for any costs, losses or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such performance dates (including costs incurred by Company in obtaining substitute services from a third party).

7.3 In providing the Services, the Supplier shall:

- (a) provide the Services with the highest level of skill, care and diligence in accordance with best practice in the Supplier's industry, profession or trade, using appropriately qualified, skilled and experienced personnel;
- (b) use best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, are free from defects in workmanship, installation and design;
- (c) cooperate with the Company in all matters relating to the Services and comply with any instructions provided by Company in relation to the Services from time to time;
- (d) promptly report to the Company any material issues with the performance of the Services;
- (e) ensure that the Services and Deliverables will conform in all respects with the Specification, and that the Deliverables shall be fit for any purpose that the Company expressly or impliedly makes known to the Supplier; and
- (f) hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier (Company Materials) in safe custody at its own risk, maintain at all times the Company Materials in good condition, and not dispose of or use the Company Materials other than as authorised or instructed by the Company.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Company Materials) shall be owned by the Supplier.

8.2 The Supplier grants to the Company, or shall procure the direct grant to the Company of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding Company Materials) for the purpose of receiving and using the Services and the Deliverables.

8.3 The Company grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Company to the Supplier for the term of the Contract for the purpose of providing the Services to the Company.

8.4 All Company Materials are the exclusive property of the Company.

9. Modifications

The Supplier shall provide prior written notice to the Company of any modifications to the Specification, or changes in production processes, procedures, materials or facilities used in connection with the Goods and/or Services, or other measures which could affect the quality and/or safety of the Goods and/or Services. Such changes shall be subject to the Company's prior written approval. Any and all such changes shall be documented, and such documents shall be made available to the Company upon request.

10. Price

10.1 The Price of the Goods and/or Services shall be the Price set out in the Order. No additional charges shall be payable by the Company unless agreed in writing by the Company.

10.2 The Price excludes amounts in respect of value added tax (VAT), which the Company shall additionally be liable to pay to the Supplier (where applicable) at the prevailing rate, subject to the receipt of a valid VAT invoice; and includes all packaging expenses and the cost of insurance and carriage of the Goods. Insofar as the Supplier is obliged to take back the packaging material used for delivering the Goods in accordance with applicable law, it shall bear all costs associated with returning and recycling such packaging material.

10.3 The Price of the Services includes all costs and expenses directly or indirectly incurred by the Supplier in connection with the performance of the Services.

10.4 In respect of the Goods, the Supplier shall invoice the Company for the Price on or at any time completion of the delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

10.5 The Supplier shall ensure that the invoice includes the date of the Order, the Order number and the Supplier's VAT registration number.

10.6 The Company shall pay correctly rendered and undisputed invoices within 60 days of receipt of the invoice, or (where the Company has accepted early delivery of the Goods pursuant to Condition 5.2) within 60 days from the Delivery Date or the date of the invoice, whichever is the later.

10.7 If the Company fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier may charge interest on the overdue amount both before and after any court judgment at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

10.8 The Company shall be entitled at any time, without limiting any other rights or remedies the Company may have, to set-off rights and rights of retention, as well as the defence of non-performance of the Contract to the maximum possible extent under applicable law. If the Goods delivered do not conform to the description and quantity stated in the Order, the Company shall be entitled to withhold payment of the Price until proper fulfilment of the Order, without losing the right to any rebates, discounts and similar price reductions.

10.9 The Supplier shall only be entitled to set-off rights if its counterclaims have been legally ascertained, undisputed or accepted by the Company. It is moreover entitled to exercise its right of retention insofar as its counterclaim derives from the same contractual relationship.

11. Confidential information

11.1 During the term of the Contract and for a period of five years thereafter, the Supplier undertakes to keep as confidential all Confidential Information concerning the Company and to not use or disclose any such Confidential Information, except with the prior written consent of the Company or as permitted by this Condition 11.

11.2 The Supplier may strictly for the purposes of performing and/or exercising its rights and/or obligations under the Contract and/or seeking professional advice in respect of the same, use the Company's Confidential Information and/or disclose it under obligations of confidence to its directors, officers, personnel, agents, subcontractors and/or professional advisors, provided that it remains responsible for the compliance by such persons with the confidentiality obligations set out in this Condition 11.

11.3 On expiry or termination of the Contract (howsoever caused), the Supplier shall, at the Company's option, destroy or return to the Company the Confidential Information in its possession or control as at the date of termination.

11.4 This Condition 11 shall survive expiry or termination of the Contract.

12. Warranties

12.1 The Supplier hereby warrants, represents and undertakes that:

(a) the Supplier has full legal and beneficial title to and is entitled to sell the Goods; and

(b) on delivery, and for a period of 12 months after completion of delivery (the Warranty Period), the Goods shall: (i) correspond with their description and any applicable Specification; (ii) be free from material defects in design, material and workmanship; (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (iv) comply with all applicable statutory and regulatory requirements, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

12.2 If the Goods do not comply with any or all of the warranties set out in Condition 12.1(b), then, without prejudice to any other rights or remedies of the Company, and whether or not it has accepted delivery of the Goods, the Company may at any time during the Warranty Period: (a) terminate the relevant Contract with immediate effect on providing written notice to the Supplier; (b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's cost and risk; (c) require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the Price of the rejected Goods; and/or (d) claim damages for any costs, losses or expenses incurred by the Company which are in any way attributable to non-conformity with any or all of the warranties set out in Condition 12.1(b) (including costs incurred by the Company in obtaining substitute goods from a third party).

12.3 This Condition 12 shall apply to any repaired or replacement Goods supplied by the Supplier.

12.4 If Goods labelled with the Company's trade mark are returned or rejected by the Company, the Supplier shall destroy such Goods and must not resell them to third parties.

13. Liability, indemnity, insurance and product recall

13.1 Nothing in the Contract shall limit or exclude the Company's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

13.2 Subject to Condition 13.1 above, the Company's total aggregate liability to the Supplier in respect of all losses howsoever arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods and/or Services.

13.3 Neither party shall be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract, if such delay or failure is due to a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, either party may terminate the Contract by providing 1 week's written notice to the other.

13.4 The Supplier shall indemnify the Company against all liabilities, costs, expenses, damages, fines, penalties and/or losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

(a) the Supplier's breach or negligent performance or non-performance of the Contract, including any product liability claim relating to Goods supplied by the Supplier;

(b) any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or the Deliverables; and

(c) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services, in each case, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

13.5 If a safety-relevant defect of the Goods makes a product recall necessary or if it is ordered by any regulatory authority or by a court or other authority of competent jurisdiction, the Supplier shall bear all and any costs and expenses resulting from such product recall. The Supplier shall consult the Company (in so far as legally permissible) with regards to the content and scope of such product recall, and the parties shall agree upon the same.

13.6 The Supplier shall, at its own expense, carry product liability, public liability and comprehensive general liability insurance coverage for such cover as is appropriate for the Supplier's potential liability in respect of the Goods and/or Services. The Supplier shall ensure that such insurance policies remain in effect for the duration of the Contract and for such period as is necessary to cover any potential claims which may arise under or in connection with the Contract, and shall supply the Company with a copy of such policies on request.

13.7 This Condition 13 shall survive expiry or termination of the Contract.

14. Licences and consents

14.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract (including for the supply of Goods and/or Services).

15. Cancellation of Orders and Termination

15.1 Without prejudice to any other right or remedy, the Company shall be entitled at any time to cancel an Order with immediate effect by giving written notice to the Supplier. If the Company cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of any costs reasonably incurred by the Supplier in fulfilling the Order up to the date of the written notice of cancellation which cannot be recovered by the Supplier (and not including any loss of anticipated profits or any consequential loss), except that, where the cancellation results from the Supplier's failure to comply with its obligations under or in connection with the relevant Order, the Company shall have no liability to the Supplier in respect of such cancellation.

15.2 Without prejudice to any other right or remedy, the Company shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 10 Working Days of being notified in writing to do so; (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or (c) the Supplier suffers an Insolvency Event.

15.3 Upon termination of the Contract (howsoever caused), conditions of these Conditions which expressly or by implication survive termination shall continue in full force and effect.

15.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at the date of termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

16. Compliance with relevant laws and policies

16.1 In performing its obligations under the Contract, the Supplier shall comply with any Company policies provided to the Supplier by the Company from time to time and all applicable laws, statutes, regulations and codes of practice from time to time in force, including in relation to product safety and the provisions of the EU REACH Chemicals Regulation (Regulation EC No. 1907/2006 in its respective applicable version (REACH)).

16.2 The Supplier shall guarantee that all REACH provisions and especially those which are necessary in order to process, sell or market goods within the EU are met, including: (a) To pre-register, register or approve chemical substances or preparations to the legally required extent, (b) to implement internal organisational measures for documenting the compliance with REACH, (c) to make sure that all chemical substances or preparations used in goods (including packaging material) which have been indicated/announced to the Supplier by the Company or their customers, are covered by the corresponding (pre-)registration or approval, (d) to inform the Company immediately if a substance or a preparation which has been pre-registered shall not or cannot be finally registered within the applicable transition period ((a) to (d) together are "REACH conformity").

16.3 The Supplier shall make sure that the Company receives all required information if Substances of Very High Concern (SVHC) are used, so that the Company can comply with its obligation to inform as per article 33 of the REACH Regulation.

16.4 The Supplier shall make sure that the Company receives all required information, including safety data sheets, so that the Company can comply with its obligations under the REACH Regulation.

16.5 The Supplier shall moreover undertake to comply with all restrictions regarding the use of dangerous substances, preparations and articles as per Annex XVII of the REACH Regulation.

16.6 The Supplier shall acknowledge that any violation of the REACH conformity leads to a defect of material, preparation or other goods/articles in line with applicable law, it shall hold the Company harmless from any claims, liabilities, expenses and damages caused by the Supplier due to a breach of the above mentioned REACH conformity, and shall support their enforcement at its own expense.

17. Notices

17.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (or such other address as that party may have specified to the other party in writing in accordance with this Condition), and shall be delivered personally, sent by pre-paid first class post or other next Working Day delivery service.

17.2 A notice shall be deemed to have been received: (i) if delivered personally, when left at the address referred to in Condition 17.1; (ii) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting.

17.3 This Condition 17 does not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 No partnership or agency. Nothing in the Contract shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties. Neither party shall have the authority to, and shall not hold itself out as being authorised to, bind the other party in any way, and shall not do any act which might reasonably create the impression that it is so authorised.

18.2 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification shall not affect the validity and enforceability of the rest of the Contract.

18.3 Waiver. No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.4 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

18.5 Assignment and other dealings. The Company may at any time, without the consent of the Supplier, assign, transfer, subcontract or otherwise deal in any manner with all or any of its rights or obligations under the Contract. The Supplier shall not assign, transfer, subcontract or otherwise deal in any manner with any or all of its rights and obligations under the Contract without the prior written consent of the Company.

18.6 Third party rights. A person who is not a party to the Contract shall have no rights under it.

18.7 Variation. No variation to the Contract shall be effective unless agreed in writing by the Company.

19. Governing law and jurisdiction

19.1 These Conditions and each Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions and any Contract, their subject matter or formation.

These Conditions were last updated in June 2019.