

## **General Conditions of Purchase**

Unless otherwise agreed in writing these General Conditions represent the only conditions upon which Unilathe Limited (the Company) is prepared to procure the goods specified overleaf (Goods) and/or the services specified overleaf (Work) for the person to whom this order is addressed (the Supplier)

### **1 Conformity of Order**

The quantities specified in this order shall not be exceeded nor the specification modified without prior authorisation of the Company on the Company's official order form. The cost of and modifications of any kind introduced by the Supplier without such prior authorisation shall be met entirely by the supplier

- 1.1 It is the Suppliers responsibility to inform the Company about the presence of any ECHA candidate listed substances reference REACH (Regulation (EC) No 1907/2006) supplied in any existing products and products supplied to the Company in the future.

### **2 Delivery and Passing of Title**

2.1 The Goods shall be delivered or Work performed strictly in accordance with the terms of this order and the Supplier will only be excused delay in delivery or performance in the event that it can show to the reasonable satisfaction of the company that such delay was caused by circumstances outside its control

2.2 Title to the Goods and risk of loss or damage to the Goods shall pass to the company offloaded at the destination specified in this order

2.3 The representatives of the Company and/or Customer quality assurance representative shall have the right to visit the supplier at all reasonable times to inspect the goods and to monitor the progress of the Work but such inspection shall not constitute acceptance.

### **3. Goods in transit.**

3.1 Any Goods dispatched by the Supplier for delivery to Unilathe shall be accompanied by a delivery note prepared by the Supplier marked with the order number from the Purchase Order. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Supplier.

3.2 Where some or all of the Goods have been damaged in transit (or have failed to arrive at the Unilathe after dispatch by the Supplier) the Supplier shall either repair or replace the Goods in question (at the choice of Unilathe) provided always that:

- a). in the case of damage in transit Unilathe has informed the Supplier of the damage within 30 days of receiving the Goods;
- b). in the case of non-delivery and where the Supplier has notified Unilathe of the intended date of delivery, Unilathe has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.

### **4. Inspection, Rejection and Guarantee**

4.1 The supplier shall notify Unilathe Ltd of any known non conforming product & shall obtain appropriate disposition prior to shipment.

4.2 The supplier shall notify Unilathe Ltd of any significant changes in product, process & manufacturing facility.

4.3 The Supplier shall permit Unilathe to inspect the Goods and shall provide all reasonable assistance to the Unilathe in undertaking an inspection if required.

4.4 Unilathe shall not be taken to have waived any of its rights under this Contract (and in particular its right to reject the Goods) if it does not carry an inspection or if it approves the Goods following an inspection.

4.5 Unilathe may, by written or email give notice to the Supplier, reject any of the Goods which fail to meet the requirements of this Contract provided always that Unilathe gives such notice within a reasonable time of receiving the Goods.

4.6 If Unilathe rejects any of the Goods pursuant to this clause, it shall be entitled:

- a). to have the Goods concerned either repaired by the Supplier or (at the choice of Unilathe) replaced by the Supplier with Goods which comply with this Contract; or
- b). to obtain a refund of any payment it has made to the Supplier.

4.7 Subject to any alternative guarantee arrangements made between Unilathe and the Supplier, the guarantee period applicable to the Goods shall be 12 months from Unilathe putting the Goods into service or 18 months from delivery (whichever is shorter).

**5 Price and Payment** The price specified in this order shall remain fixed and binding. Invoices will be posted to the address overleaf on the day on which the goods are dispatched or Work completed, and, a monthly statement sent as soon as possible after the end of the month in which the goods were delivered or the work completed. Payment will be made by the last day of the month following that in which the invoices is submitted

**6 Patent Liability** If any allegations should be made or any claim asserted against the company that the use or sale other disposition of the goods constitutes a violation or infringement of letters patent, copyright, registered design or inventions held by others the supplier will indemnify the company against and save the company harmless from any loss or damage of any nature or kind (including all costs and expenses) arising out of such allegation or claim at its own cost and expense provided always that this indemnity shall be of no effect if the allegation or claim made is the direct result of the supplier following express design instructions furnished by the company

## **7 Sub-contracting**

7.1 Neither this order nor any part thereof may be assigned or sub-contracted without the prior written consent of the company.

7.2 The supplier shall flow down to their supply chain any applicable requirement (including specific customer requirement) pertaining to the order.

**8 Unilateral Limited Property** All materials, tooling and other equipment which the company may order or loan or supply to the supplier for the execution of this order shall be at the supplier's risk in respect of loss or damage until returned to the company. Such items shall be retained by the supplier in good condition for a minimum of 3 years after completion of this order and shall not be disposed of other than in accordance with the company's written instruction nor shall such items be used otherwise than for the purpose of this order without the prior written consent of the company. The supplier shall ensure that such materials, tooling, and other equipment are at all times readily identifiable as being the property of the company

**9 Proprietary Information** All information which the Company has divulged or may divulge to the supplier and any Information relating to the company's business or products which may have come or may come into the possession of the supplier in the course of carrying out this order shall be treated by the supplier in confidence and shall not without the prior written consent of the company be disclosed to any third parties, nor used for any purpose other than the execution of this order

**10 Advertising** The Supplier shall not refer to the company's name, trademarks or products in connection with any advertising without the written prior permission of the company

**11 Termination of the Order** The Company shall have the right to terminate this order in whole or part at any time by giving the supplier notice in writing whereupon all work on this order shall be discontinued. The company shall pay a fair and reasonable price for all work in progress at the time of the termination and the supplier shall afford the company every assistance to ascertain the extent of such work in progress. The company shall not be liable for the loss of anticipated profits or for any consequential loss whatsoever. Any claim the supplier may have against the company shall be submitted within 2 months of such termination after which the claim will only be met in exceptional circumstances

**12 Law** These General Conditions and any contract made hereunder shall be subject to and Interpreted in accordance with the Laws England and Wales

**13 Health and Safety at Work etc. Act 1974** It is a condition of this Order that any information the supplier holds is under a duty to provide pursuant to Section 6 (1) or Section 6 (4) of this Act shall be clearly marked on the goods or on any packaging in which the goods are customarily supplied by notice formally fixed to each unit of the Goods