

Purchase Order Terms and Conditions



1. Definitions

1.1. In these Conditions, the following terms shall have the following meanings:

1.1.1. "Confidential Information" means any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, services, affairs and finances of a Party, for the time being confidential to that Party and trade secrets, including (by way of illustration only and without limitation) technical data and know-how relating to the business of a Party or any of its business contacts, project plans, records of planned and actual expenditure, details of projects and experiments, proposals, applications and prospectuses, graphs, charts, presentations and documents, company financial information, details of intellectual properties (whether registered or unregistered) and applications for them, technical summaries, reports, details of organisations and their business processes, names and other contact details of individuals and organisations, and any information which a Party or the Personnel is told is confidential and information treated as confidential by either Party and any information which has been given to a Party, in confidence, by customers, suppliers or other persons;

1.1.2. "Conditions" means these Purchase Order Terms and Conditions which form part of the Agreement;

1.1.3. "Affiliate" means in relation to a company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

1.1.4. "Parties" means the Company and the Supplier and "Party" shall be construed accordingly;

1.1.5. "Purchase Order" means the Company's order as set out in the Company's purchase order form.

1.2. In these Conditions: -

1.2.1. "writing", and any cognate expression, includes a reference to any communication effected by electronic mail, facsimile transmission or similar means;

1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3. any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;

1.2.4. any reference to a person includes any; body, corporate, unincorporated association, partnership or any other legal entity;

1.2.5. words importing the singular number include the plural and vice versa;

1.2.6. words importing any gender include any other gender; and

1.2.7. headings are for convenience only and shall not affect its interpretation.

2. Acceptance and Orders

2.1. These Terms and Conditions (the "Conditions") are supplied by Field Electronics Limited or its Affiliate (the "Company") to the party to whom the Company's Purchase Order is addressed (the "Supplier") and shall be incorporated into each Purchase Order to form a contract (the "Contract")

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for the purchase of goods and/or services (collectively the “Product”). In the event of a conflict between the Purchase Order and these Conditions, the Purchase Order shall prevail.

2.2. In the event of the Company entering into a bespoke agreement with the Supplier, including but not limited to a Statement of Work, Service Agreement or Collaboration Agreement, such bespoke agreement will prevail.

2.3. The Company shall be bound by an order only if it is issued on the Company’s standard Purchase Order form and signed by a duly authorised representative. No addition, variation or exclusion shall be binding unless agreed in writing and signed by a duly authorised representative of the Company

2.4. The submission of a Purchase Order to the Supplier constitutes an offer by the Company to purchase the Product, subject to these Conditions. Accordingly, any acceptance of the Purchase Order by the Supplier shall create an agreement between the parties pursuant to the Contract.

2.5. The execution and/or return of the Purchase Order form by the Supplier, or the commencement of work or delivery of the Product, constitutes acceptance of the Contract by the Supplier.

2.6. Prior to the Supplier’s acceptance, the Company reserves the right to revoke the Purchase Order without liability to the Supplier.

2.7. The Company retains the right to amend or vary the Contract, at any time including, but not limited to quality, quantity, delivery and design.

2.8. In the event that an amendment is made, the Supplier will evaluate and immediately inform the Company of any consequences, including but not limited to, the cost and delay of delivery. The Supplier shall not action any amendment until the Company has approved the consequences in writing.

3. Delivery

3.1. The Supplier shall deliver the Product on the date specified in the Purchase Order or, if no such date is specified, within 30 days of the date of the Purchase Order. Time is of the essence for the delivery of the Product. If the Supplier does not comply with its obligations in respect of delivery the Company may: cancel the Contract in whole or in part without incurring liability to the Supplier; refuse to accept any subsequent delivery of the Product which the Supplier attempts to make; purchase substitute or alternative Products elsewhere and recover from the Supplier any expenditure reasonably incurred by the Company in respect of obtaining the Product elsewhere; and/or claim damages for any additional costs incurred by the Company as a result of the Supplier’s failure to deliver the Product.

3.2. The Supplier shall ensure that the Product is properly packaged and secured to ensure delivery in good condition.

3.3. No charge shall be made for packaging or transportation materials unless specified in the Purchase Order. The Company shall not be responsible for returning any such materials.

3.4. Subject to the terms of the Purchase Order, the Product shall be delivered to the Company’s premises or any alternative address specified in the Purchase Order. Delivery of the Product shall be subject to the Company’s inspection and approval and a Product which the Company rejects pursuant to the Contract, shall be returned at the Supplier’s risk and expense.



4. Inspection

4.1. The Supplier shall test and inspect the Product prior delivery to ensure compliance with the Contract. The Company have the right to inspect, or appoint a third party to inspect the Product at the Supplier's workplace or an alternative storage location. Any inspecting or testing carried out by the Company shall not relieve the Supplier from any of its responsibilities or liabilities under the Contract.

4.2. The Company shall not be deemed to have accepted the Products until it has had seven (7) days to inspect it after delivery.

5. Risk and Property

5.1. The Product shall be at the risk, of the Supplier until delivery to the Company pursuant to clause 3.4.

5.2. Title in the Product shall pass to the Company on acceptance, except if the Product is paid for prior to delivery, title shall pass to the Company once payment has been made. The passing of ownership in the Product is without prejudice to any right of rejection to which the Company may be entitled under the Contract or otherwise.

6. Price

6.1. In consideration of the rights and obligations set out in the Contract the Company shall pay the Supplier the price set out in the applicable Purchase Order. All prices are fixed and inclusive of all charges and duties, and are not subject to adjustment save as specifically provided in these Conditions.

6.2. In the event that VAT is properly chargeable on the supply of the Product, the Company shall pay such VAT provided that the Supplier provides the Company a VAT invoice.

6.3. Unless otherwise stated in the Purchase Order, payment of invoices shall be made by the end of the calendar month following the month in which the Product is received by the Company; or, on receipt of the Supplier's invoice (whichever is latest). Without prejudice to any other right or remedy, the Company reserves the right at any time to set off an amount owing to it by the Supplier, against any amount payable by it to the Supplier under the Contract.

7. Warranties

7.1. The Supplier warrants that: the Product will conform with the quality, description, samples, drawings, specification and other particulars stated in the Purchase Order; that the Product shall be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier; and, will be free from all defects in materials, workmanship and installation.

7.2. This clause 7 shall survive any delivery, inspection, acceptance, payment or performance and shall extend to any replacement, repaired, substitute, or remedial equipment provided by the Supplier.

8. Liability

8.1. The Supplier shall be liable for any damage caused by any omission or defect of the Product, including incidental damages such as removal, inspection and cost of return.



8.2. The Supplier will, at its own expense, indemnify and hold harmless the Company from and against all direct liabilities including but not limited to loss of profits, loss of business, depletion of goodwill and other reasonable losses costs, proceedings, damages and expenses (including reasonable legal and professional fees) arising out of, or resulting from or occurring in connection with the Product.

9. Confidentiality and Company's Property

9.1. The Supplier shall keep in strict confidence the Company's Confidential Information. Such information includes that which is of a confidential nature and has been disclosed to the Supplier. The Supplier shall restrict disclosure of and be responsible for the disclosure of such Confidential Information to its employees and agents only for the purpose of discharging the Supplier's obligations to the Company.

9.2. Subject to clause 9.4, below all intellectual property rights ("Background") supplied by one party to the other shall at all times be and remain the exclusive property of the disclosing party, and shall be held by the receiving party in safe custody at its own risk, maintained and kept in good condition and returned immediately upon first written request. Such Background shall not be disposed of or used other than in accordance with the disclosing party's written instructions or authorisation.

9.3. All future intellectual property ("Foreground") rights which are created as a result of the Supplier providing the Product to the Company, shall be the exclusive property of the Company and the Supplier agrees that it shall not exercise any purported rights of ownership, demand payment or account of profit as a result of the creation of such Foreground.

9.4. In the event that Company's use and enjoyment of the Foreground is contingent on the Supplier's Background, the Supplier hereby grants an irrevocable, sub-licensable and non-exclusive licence to the Company insofar as is required to use and enjoy the Foreground.

9.5. This clause 9 shall survive termination of the Contract, however arising.

10. Insurance

10.1. The Supplier shall effect and maintain at its own cost, all applicable insurances as required by law and to cover their responsibilities and liabilities under the Contract. Nothing contained in the clause shall serve in any way to limit or waive the Supplier's responsibilities or liabilities under the Contract.

11. Termination

11.1. The Company may terminate the Contract upon written notice to the Supplier and without liability to the Supplier if the Supplier: fails to perform or otherwise breaches this Contract.

11.2. The Company may terminate the Contract for any other reason upon 30 days written notice to the Supplier. The Supplier shall cease to provide the Product from the date set out in the termination notice.

11.3. In the event of such termination, the Company shall be liable to the Supplier only for the Product which has been satisfactorily performed or delivered to the Company up to the date of termination, less appropriate and reasonable offsets, including any additional costs incurred by the Company resulting from termination.

11.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect and

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termination shall not affect any rights, remedies, obligations or liabilities the parties have accrued up to the date of termination.

12. Force Majeure

12.1. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen or was unavoidable. If such event or circumstance prevents the Supplier from providing the Product within a reasonable period from the anticipated delivery date, the Company shall have the right to terminate the Contract without liability with immediate effect by giving written notice to the Supplier.

13. Assignment and subcontract

13.1. The Supplier shall not assign, transfer, subcontract or otherwise deal with its rights or obligations under the Contract without the prior written consent of the Company.

14. Notices

14.1. Any notice or other communication required to be given to the Company or Supplier in connection with the Contract shall be in writing and shall be delivered to the other to its principal place of business by hand or by pre-paid first-class post or other next working day delivery service.

15. Waiver

15.1. Any failure or delay by the Company to enforce the performance of its rights under the Contract or by law shall not be deemed to be a waiver of its rights, nor shall such failure or delay prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

16.1. If any provision or part-provision of this 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 modification to or deletion of a provision, the relevant provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this agreement.

17. Third party rights

17.1. No one other than a party to this agreement shall have any right to enforce any of its terms

18. Entire Agreement

18.1. The terms and conditions set out in the Contract, together with any subsequent amendments made in writing by the Company represent the entire terms and conditions of the agreement between the Company and the Supplier.

19. Applicable Law and Jurisdiction

19.1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales.

19.2. The Supplier agrees to submit to the exclusive jurisdiction of the English Courts.