

1. DEFINITIONS

The following definitions shall apply to the following Terms & Conditions:

- i. "The Company" shall mean LPA – Connection Systems.
- ii. "The Supplier" shall mean the other party to the contract for the supply of goods/services to the Company as stated on the face of the Purchase Order.
- iii. "Goods" shall mean the goods and/or services supplied by the Supplier to the Company. This shall, unless otherwise stated in the contract, include all packaging, containers or labels supplied with any such goods. In the case of contracts for work and materials the use of the word "Goods" shall include any services to be undertaken as part of the contract.
- iv. "The Contract" means the Contract for the supply of Goods to the Company by the Supplier detailed in the Purchase Order and any documents referred to therein as attachments thereto, together with any subsequent modifications thereto.

2. PRECEDENCE

- 2.1 This order is open for acceptance only upon these Terms and Conditions which shall take precedence over any terms and conditions of the Supplier
- 2.2 This Purchase Order and any documents referred to therein constitute the entire agreement between the Company and the Supplier.

3. VARIATION

- 3.1 The Company reserves the right to vary the Purchase Order or any part thereof provided that no such variation shall be in force until authorised by an official Purchase Order amendment.
- 3.2 If any such variation causes an increase/decrease in the Supplier's costs, a reasonable adjustment to the Purchase Order price shall be agreed to reflect such increase/decrease in costs.
- 3.3 In the event of non-agreement, the Company shall be entitled to cancel the Purchase Order without liability.

4. FIXED PRICE

Unless otherwise expressly agreed in writing between the Company and the Supplier, the Purchase Order price shall be fixed (i.e., not subject to any escalation).

5. ASSIGNMENT

- 5.1 The Supplier may not, without prior written consent of the Company, subcontract the execution of the Contract or any significant part thereof or assign any of its rights hereunder to any other person.
- 5.2 Where such written consent is given by the Company, it shall be at a prerequisite of such consent that the Supplier shall obtain the agreement of its subcontractor(s) to be bound in full by these terms and conditions and the requirements of the Purchase Order (in, but without limitation, quality assurance requirements, inspection, testing, certification, right of access etc.)
- 5.3 The Company reserves the right to expedite such subcontracted materials and/or services with the Supplier's subcontractor(s) either directly or in association with the Supplier's own expediting staff.

6. DESCRIPTION OF GOODS

- 6.1 The Goods shall comply with all specifications, drawings, designs or other information provided by the Company to the supplier prior to the date of the Purchase Order.
- 6.2 Where applicable, Goods must conform to any approved samples and/or unless otherwise agreed in writing, to any like Goods previously supplied by the Supplier and accepted by the Company.
- 6.3 In particular, the Goods shall be safe and conform to all laws, regulations and modern practices that are in force at the time of supply.

7. FITNESS FOR PURPOSE

- 7.1 The Goods shall, in all cases, be new and free from defects of any kind (including design defects, where the Goods are not of the Company's design) and shall conform to any statements made on the containers or labels thereof.
- 7.2 The Goods shall be fit for the purpose for which they are intended and which the Company has made known to the Supplier, either expressly or by implication.
- 7.3 The Goods shall be as durable and capable of functioning efficiently in such environments as would reasonably be expected having regard to such purpose and/or any other purpose for which the Goods are commonly used.

8. QUALITY ASSURANCE, INSPECTION & TEST

- 8.1 The requirements stated within these "Conditions of Purchase" are applicable to all Purchase Orders, unless expressly stated upon the face of the Purchase Order.
- 8.2 Where a Purchase Order has been placed against a purchase specification, then any requirements contained within the purchase specification are additional to those stated within these "Conditions of Purchase". Where requirements are contradictory, the more stringent requirement shall apply.
- 8.3 All activities resulting in the provision of the Goods shall be controlled by a full Quality Assurance system, compliant with at least ISO9001 requirements, as applicable to the scope of supply and any other specified requirements detailed in the Company's (or its customers) referred specifications.
- 8.4 The Goods may, upon request, be subject to inspection and testing, or witness of such tests, at the Supplier's, or its subcontractors, works by the Company or its customers. The Supplier will provide all manpower, equipment and facilities to enable such verifications to be made.
- 8.4.1 In the case where the Company have evoked Clause 8.4 above Goods may not be delivered until a "Release Authorisation" has been gained by the Supplier from the Company in writing.
- 8.5 Goods (other than those which are non-production consumables) will be delivered with a Test Certificate or Certificate of Conformity which duly reflects any testing requirements specified in the Purchase Order.
- 8.6 Samples of all Goods (other than proprietary items) shall be provided to the delivery location stated on the order, accompanied by the Supplier's first off inspection documentation. Bulk supply may not be made until approval by the Company has been issued in writing to the Supplier.
- 8.7 The Supplier will provide replacements for any Goods rejected by the Company at the Supplier's expense, including all transportation and consequential losses. The Supplier shall provide a report detailing a root cause analysis for all Goods which are either rejected or subject to a warranty claim.
- 8.8 The Supplier shall (at the Company's option and without prejudice to any other rights the Company may have by law, statute or elsewhere under these conditions) replace the rejected Goods with compliant items without delay or return to the Company all monies paid in respect of the Goods, together with the value of all materials supplied by the Company for use therein.

9. PATENTS

- 9.1 The Supplier shall indemnify and keep indemnified the Company from and against all costs, claims proceedings and/or demands in respect of any infringement of letters, patent, registered design, trademark or copyright arising out of the sale or use of any Goods supplied under this Purchase Order, provided always that the Supplier shall not be required to indemnify the buyer from the Company against such infringements where the Goods are supplied to a particular design or specification of the Company.
- 9.2 In particular the Goods supplied must, at the date of supply, be the absolute property of the Supplier and free from any lien, charge, encumbrance, retention of title claim or other third party interest.

10. COPYRIGHT

- 10.1 All documents, design drawings, photographs, and specifications (including, where appropriate, specifications of samples, models and tools) furnished by the Company to the Supplier, remain the sole and exclusive property of the Company and are to be treated as confidential by the Supplier. They shall be used by the Supplier only for the purpose of performing contracts between the Supplier and the Company and shall be disclosed only to such employees of the Supplier as are engaged in the execution of the Contract.
- 10.2 In the event that any confidential design or other technical information is supplied, the Company may require the Supplier and the Supplier's relevant employees and/or subcontractors to enter into a formal confidentiality agreement in such form as the Company may reasonably require.
- 10.3 Upon request by the Company, completion of the supply of Goods, or upon termination of the Contract for whatever reason, all such documents, designs, photographs, drawings, specifications, samples, models and tools shall be returned to the Company in good working order (without retention of copies or three dimensional reproductions thereof) together with any other drawings, specifications, technical or commercial information acquired or used by the Supplier in connection with the manufacture of the Goods.
- 10.4 The Company reserves the right to use any such information as if it were the sole property of the Company.

11. SPECIAL TOOLING

- 11.1 All special tooling acquired or manufactured by the Supplier for performance of the Contract, shall remain the property of the Company and shall not, without the consent of the Company, be disposed of or used for any other purpose other than production of the Goods for the Company.
- 11.2 The Supplier shall be responsible for the cost of keeping such tooling in good order and condition.
- 11.3 Such tooling shall, at all times, be fully documented and bear a serial number allowing clear identification.
- 11.4 The Supplier shall be obliged

12. PUBLICITY & ADVERTISING

- 12.1 The Supplier may not, without The Company's consent, advertise, publish, or disclose any fact or matter concerning the contract or the performance thereof.

13. DELIVERY

- 13.1 The time stipulated in the order for delivery of the Goods shall be of the essence of the contract and the Supplier will deliver the Goods in the manner and at the times stipulated.
- 13.2 Failure by the Supplier to deliver the good by the time stipulated in the order shall, without prejudice to any other right of the Company, obligate the Supplier to make payment of, or accept a discount from the Company, of liquidation damages not exceeding 25% of the total cost of the Goods subject to the delay, of 1% for each day during which the Goods remain undelivered.
- 13.3 If requested by the Company, the Supplier shall provide the Company with a detailed manufacturing schedule in respect of the Goods to be delivered in accordance with the requirements of the purchase order and shall keep the Company informed of all variations from such schedule, provided that no acceptance by the Company of any such notice of variation shall be deemed a waiver by the Company of any of these Conditions.
- 13.4 The Goods shall be packed or crated and protected as necessary during transit in such a manner as to reach the Company in good condition. In any event, the Goods shall be at the Supplier's risk until arrival at the point of delivery stipulated in the order, or such other place as the Company may stipulate.
- 13.5 The Company will not pay for packaging, cases or pallets but will return them at the Supplier's expense, if previously agreed and if such cases are marked "returnable" and the address to which they are to be returned is clearly shown thereon.
- 13.6 Notwithstanding any other of these Conditions, the Company may delay delivery of the Goods under the Contract on giving the Supplier reasonable notice in writing signed by an authorised representative of the Company.

14. INVOICING

- 14.1 Without prejudice to any other rights of the Company expressed in these Conditions or implied by law, the statute or otherwise, property in the Goods shall pass to the Company on delivery, and the Company shall be entitled to exercise all rights of ownership in the Goods free of any interest of the Supplier with effect from such time.
- 14.2 The Goods or any part of the Goods when delivered shall be accompanied by a delivery note, such note must contain a description of the Goods and state the Company's Purchase Order number and the item/part number appear in the Company's order.
- 14.3 All invoices for Goods supplied must be sent to the Company immediately after despatch of the Goods. All invoices must bear the Company's order number and contain full details of the price charged and any cash discount allowed by the Supplier. Invoiced quantities shall be relative to purchased units. One delivery, one invoice.
- 14.4 Payment of approved invoices will be made 60 days from the end of the month in which the goods and invoice are received
- 14.5 In the event that letters of guarantee or test certificates are required by the Company in respect of the Goods and notwithstanding Clause 8.5 above, payment will not be made until such letters or certification has been received.

15. INDEMNITY

- 15.1 The Supplier shall indemnify and keep indemnified the Company against all loss, damage or injury to property or persons, suffered by the Company and from and against any claim in respect of such loss, damage or injury brought against the Company by third parties which result either directly or indirectly from the Suppliers performance of the Contract (whether negligent or otherwise)/from defective design work, material or workmanship, or from the failure of the Supplier to comply with any of the terms of the Contract.
- 15.2 The supplier shall indemnify and keep indemnified the Company against all claims proceedings, costs and expenses in connection with any liability of the Company arising from the supply or use of the Goods under the Consumer Act 1987.

16. WARRANTY

- 16.1 The Supplier hereby warrants that the Goods when delivered shall be in all respects in accordance with the Contract and free from any defect whatsoever. Without prejudice to such other rights as the Company may have by law, statute or otherwise in respect of such defect.
- 16.2 In the event of any other defect due to faulty workmanship, or material, or their design (where the Goods have been designed by the Supplier) and notwithstanding the Company's right of inspection, test and rejection, appearing in the Goods within twelve months from the date on which the Goods were incorporated into a Company project or otherwise enter service, the Supplier shall forthwith, on receipt of notice of such defect from the Company and at its own expense, promptly replace the defective Goods, provided that the Company may at its option itself repair or replace the defective Goods and charge the Supplier for the cost thereof.
- 16.3 Parts repaired or replaced by the Supplier shall be warranted for a further twelve months from the date of repair or replacement.
- 16.4 The Company reserves the right to assign the benefit of the warranty herein contained and all its rights thereunder to any customer of the Company to whom the Goods are sold or transferred by the Company.

17. TERMINATION

If any time during the performance of the Purchase Order the Supplier shall commit a serious breach of contract (including failure to make timely deliveries or any distress, executions or other legal process is levied upon any of the Suppliers assets), or the Supplier shall enter into liquidation or call a meeting of its creditors or suffer the appointment of a receiver or administrator pursuant to the Insolvency Act 1986, then the Company may at any time and without prejudice to any other rights may have by law, statute or under these Conditions, without incurring any liability whatsoever to the Supplier, determine the Contract at any time thereafter summarily by written notice.

18. FORCE MAJEURE

- 18.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike, or lockout (subject to Sub-clause 18.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 18.2 Sub-clause 18.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 18.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 18.4 If and when the period of such incapacity exceeds 12 months, then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

19.0 WAIVER

Failure by the Company at any time to enforce any of these "Conditions of Purchase" provisions shall not be construed as a waiver by the Company of such provision, or in any way affect the validity of these conditions.

20.0 NOTIFICATIONS

- 20.1 Any notice to be served pursuant to the conditions shall be sent by first class prepaid post, addressed in the case of notices to be serviced on the Company, at the address shown on the Purchase Order documentation and in the case of the Supplier at the address shown on its relevant quotation.
- 20.2 Notices delivered by post shall be deemed to have been received on the next working day after delivery.

21.0 ENGLISH LAW

The Contract shall be construed and shall take effect in all respects in accordance with English Law and the Supplier and Company shall submit themselves to the exclusive jurisdiction of the English Courts.