

**STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS**

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1. Application

The Buyer hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Goods specified overleaf upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference overleaf to the supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. Interpretation

2.1 In these Conditions: -

- "Business Day"** means any day other than a Saturday, Sunday or bank holiday.
- "the Buyer"** means Spring Solutions a company registered in Scotland under number SC545449 whose registered office is at 15 Blackburn Road, Bathgate, West Lothian, EH48 2EY.
- "these Conditions"** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
- "the Contract"** means the contract for the sale and purchase of the Goods constituted by the Seller's acceptance of the Order in accordance with these Conditions;
- "the Delivery Address"** means the address stated on the Order for delivery of the Goods;
- "the Goods"** means the goods (including any instalment of the goods or any part of them) described in the Order;
- "the Order"** means the Buyer's purchase order to which these Conditions are annexed;
- "the Price"** means the price of the Goods;
- "the Seller"** means the person so described in the Order;
- "Specification"** includes any plans, drawings, data or other information relating to the Goods; and
- "Writing"** includes facsimile, transmission, electronic mail and comparable means of communication.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Purchase

3.1 The Order constitutes an offer by the Buyer to purchase the Goods subject to these Conditions.

3.2 The Supplier shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods subject to these conditions, shall exist by whichever is the earlier of: -

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a) the Supplier's acceptance of the Order, in writing or orally, subject to these conditions; or

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b) Delivery of Goods

3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.

3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. Specification

4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.

4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

4.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4.4 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect, test, validated and/or verify the Goods during manufacture, processing and/or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.

4.5 If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

4.6 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5. Price

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
- a) exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoices); and
 - b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. Payment

- 6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods in question by the Buyer, but time for payment shall not be of the essence of the contract.
- 6.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 7.2 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.
- 7.3 The time of delivery of the Goods is of the essence of the Contract.
- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
- 7.5 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 7.7 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.

- 7.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 7.9 If the Goods are not delivered on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages for delay 1 per cent of the Price for every week's delay, up to a maximum of 10 per cent of the price.
- 7.10 The Buyer shall not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 21 days after any latent defect in the Goods has become apparent.

8. Quality

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavor to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery [, and for a period of 12 months from the date of delivery,] the Goods shall:
- a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - b) be reasonably fit for purpose; and
 - c) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Seller.
- 8.3 The Seller shall not be liable for a breach of any of the warranties in condition 8.2 unless:
- a) the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers the defect; and
 - b) the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
- 8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:
- a) the Buyer makes any further use of such Goods after giving such notice; or
 - b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- 8.5 Subject to condition 8.3 and condition 8.4, if any of the Goods do not conform with any of the warranties in condition 8.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer

shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

9. Risk and Property

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

10. Assignment

- 10.1 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Buyer.

11. Warranty

- 11.1 The Supplier warrants that:- (a) The Supplies conform in all respects with the Specification; and (b) The Supplies are free from defects (whether actual or latent) in design (where the Supplier or Manufacturer is the design authority), materials and workmanship
- 11.2 The warranty in Condition 11.1 shall, in respect of each item of the Supplies, continue for twelve (12) calendar months from the date of acceptance of such item of the Supplies, unless an extended warranty period is offered by the Supplier to the Purchaser and agreed by the Purchaser. 11.3 If there is a defect in the Supplies during the warranty period, the Supplier shall at its own expense and risk, but at the discretion of the Purchaser, without delay, either repair or replace the defective Supplies or refund the Purchaser the price of the defective Supplies.
- 11.3 The warranty at Condition 11.1 shall apply to the Supplies or any part of them replaced or repaired in accordance with these Conditions so that the warranty shall continue for twelve (12) calendar months from the date of acceptance by the Purchaser of such replaced or repaired item of the Supplies.
- 11.4 If a breach of warranty by the Supplier causes any of the Supplies not to be available for the Purchaser's use within the warranty period for the Supplies then the warranty period for the Supplies shall be extended by the period during which they were not available for use by the Purchaser.
- 11.5 The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Purchaser or other user by the Purchaser without prior written notice to the Supplier.
- 11.6 This Condition 11 shall apply in addition and without prejudice to any other rights and remedies available to the Purchaser.
- 11.7 Documentation shall be retained for minimum period of ten (10) years.

12. Indemnity

12.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: -

- a) breach of any warranty given by the Seller in relation to the Goods;
- b) any claim that the Goods infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- c) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods.
- d) all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale.

13. Right of Access

13.1 The Supplier shall be the subject to Quality Assurance auditing by the Buyer. All goods shall be accompanied by the relevant delivery note, advice note release certificate and or certificate of conformity where required. The Buyer reserves the right to inspect and progress work under the order, but such inspection shall not relieve the Seller from any responsibility or liability. The Buyer reserves the right of access at any level of the supply chain to allow its customers and relevant regulatory authorities, upon written request, to inspect work under the order. The Buyer will have the power to reject any part of the goods or service, which does not conform to the order.

13.2 The Seller shall notify the Buyer in writing of any non-conforming product that could have an impact on products / services in terms of quality, reliability or safety that have been previously supplied or yet to be supplied to the Buyer. The Seller shall gain written approval from the Buyer for non-conforming product disposition.

14. Quality Systems & Approvals

14.1 Should the Supplier lose or have withdrawn by the relevant authority any of its Quality Systems Approvals then the Company shall be informed at the earliest possible convenience.

14.2 The Supplier is required to maintain or implement an appropriate quality system. Unless stated otherwise on the Purchase Order or contract, the Supplier shall carry out the work scope covered under this purchase order in accordance with their BS EN ISO 9001 Quality Management System Approval, if applicable.

14.3 The Supplier shall ensure all of their personnel used for the fulfilment of this purchase order are suitable qualified and competent to carry out their work activities. Any other qualification requirements of personnel will be recorded on the attached Order or Contract The Supplier shall also ensure their personnel are aware of their contribution to product or service conformity and their contribution to product safety

14.4 Should the Supplier undertake any changes in terms of product and / or process, changes of suppliers or changes of manufacturing facility location, then the Company shall be informed prior to the work scope being

undertaken. If the Company needs to authorise such changes (including changes of suppliers) prior to the purchase order work scope being undertaken then, the Company will identify this requirement on the attached/reverse of this document.

- 14.5 The Supplier shall implement controls to prevent the use of counterfeit parts.
- 14.6 The Supplier will be subject to performance monitoring of on time delivery and product quality.

15. Remedies

15.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

- a) to rescind the Order;
- b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- c) at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods 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 but without any liability to the Seller;
- e) to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- f) to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

16. Termination

16.1 The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice in writing to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Buyer's reasonable estimate of the Seller's net saving of cost arising from cancellation.

16.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if: -

- a) the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
- c) the Seller ceases or threatens to cease, to carry on business; or

- d) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

17. Force Majeure

- 17.1 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 15.2) 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.
- 17.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 17.3 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.
- 17.4 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.

18. Communications

- 18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
 - a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
 - b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Seller set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
- 18.2 Communications shall be deemed to have been received:
 - a) if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
 - b) if delivered by hand, on the day of delivery; or
 - c) if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 18.3 Communications addressed to the Buyer shall be marked for the attention of Jonathan Ward.
- 18.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

19. Record Retention

- 19.1 The supplier shall retain records relative to the contract for a minimum period

of 10 years. The supplier shall notify the buyer prior to disposal of any documentation.

20. Waiver

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

21. Severance

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

22. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Import & Export Regulations (INCLUDING ITAR, EAR AND UK IMPORT/EXPORT COMPLIANCE)

23.1 All Suppliers/Manufacturers shall notify the buyer on All Quotations and Orders before delivery or at time of quotation of all or any parts of the goods and /or services to the buyer If all or any part of the Goods and or/services including technical documentation, is subject to any Export Control Regulations (including but not limited to) United States Export Control Regulations i.e. International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) and UK Import/Export rules and regulations. Default of notification by the Supplier to the Buyer on or before such deliveries/quotations to the Buyer shall be deemed to be an express declaration by the Supplier or Manufacturer that all or any part of the Goods and /or services including technical documentation are not subject to the any Export Regulations and the supplies may be exported or re-exported by the Purchaser and the Supplier confirms that no restriction exists in respect of US Department of Commerce Export Administration Regulations or any other US or non-US Government Regulations preventing such export or re-export by the Purchaser

23.2 The Supplier/Manufacturer shall solely be responsible in full for securing and maintaining US Government approval for all hardware export licenses, end user certificates and technical assistance agreements as required fulfilling the obligations of this purchase order in accordance with US Government international traffic in Arms (ITAR) regulations. Any items which are supplied and are subject to US ITAR Export controls must be indicated on your export paperwork and clearly marked on the appropriate packaging, delivery notes and Certificate of conformance The Supplier/Manufacturer is responsible for obtaining and maintaining all and any export licenses necessary for the timely performance of its obligations under this agreement. The Supplier shall keep the Buyer informed on a regular basis of its progress in obtaining all such licenses and /or any other authorisations necessary to comply with Export Regulations. In the event that any item of supplies is restricted by Export Control Laws or Regulations during the period of this agreement or at any time during the lifetime of the supplies, the Supplier shall be responsible for the immediate notification thereof to the Buyer in Writing for the attention of the

Purchasing Manager/Export Compliance Team. The Supplier/Manufacturer shall immediately notify the Buyer if they become or are included on any Denied Parties List or its export privileges are denied, suspended, or revoked, whether in whole or in any part by any relevant government authority.

- 23.3 The Supplier shall provide the Buyer with copies of all Export Licenses obtained in respect of the supplies and without prejudice to any of its obligations to this clause, the Supplier shall provide the Buyer with all information as reasonably required by the Buyer or its Customer in order to assess the export and re-export restrictions affecting the supplies. The Supplier shall ensure that it will cite on all delivery documentation or Quotations any Export control regulations applicable (including ITAR & EAR and any other restrictions including UK Import/Export restrictions) to the supplies, specifying the regulations concerned and the restrictions to be applied. The Supplier warrants that it maintains an effective Export Control compliance programme and that all information provided to the Buyer is true and accurate. If the Supplier is not compliant with any part of this clause, the Supplier shall notify the Buyer immediately by written notice.
- 23.4 The Supplier shall state the ITAR License Number, ECCN/EAR and any Harmonized Tariff code (number if applicable) against each part on All Quotations and Delivery notes

23.5 REACH REGULATIONS REACH is the European Community Regulation on chemicals and their safe use. It deals with the Registration, Evaluation, Authorisation and Restriction of Chemical substances. The new law entered into force on 1 June 2007. The aim of REACH is to improve the protection of human health and the environment through the better and earlier identification of the intrinsic properties of chemical substances. The benefits of the REACH system will come gradually, as more and more substances are phased into REACH. The European Chemicals Agency (ECHA) controls the current candidate list of SVHC's (Substances of Very High Concern) and this is updated twice yearly. Within the scope of these regulations, Spring Solutions are considered to be a 'Downstream User'. However, we have an obligation by the regulations to notify our customers of any SVHCs within articles supplied by us. Regulation Article 33 'Duty to communicate information on substances in articles.' It is the legal duty of the supplier to:

- Comply with REACH
- Inform the purchaser if any parts of their scope of supply constitutes articles that must be declared under Article 33 of REACH. The supplier shall supply information as is required in order to comply with reporting.
- Notify any SVHC in the supplies.
- Ensure that substances present in the supplied have been pre-registered in accordance with REACH.
- Notify the purchaser if a substance becomes listed on the Candidate List and continue to monitor the candidate list.
- ensure that substances present in the Supplies have been pre-registered or registered in accordance with REACH by the Supplier itself or their supply chain or where the Supplier is registered outside of the European Economic Area, by its appointed 'only representative' registered in the European Economic Area;
- provide to the Purchaser all necessary information in order for the Purchaser to comply with and/or be satisfied that the Supplier has complied with REACH (including without limitation, any relevant registration numbers of registered substances, safety data sheets, information required under Article 33 of REACH, chemical composition data, test data, hazard information and

exposure scenarios) and permit the Purchaser to disclose such information to a third party where the Purchaser deems it necessary or is required by REACH: ensure that such chemical substance is authorised for the purchasers particular use.

- promptly notify the Purchaser if any Supplies contain a substance which is or becomes listed on the Candidate List of substances of very high concern for Authorisation, continue to monitor such Candidate List for any updates and promptly provide the Purchaser with details of the substance together with any information required to ensure the Purchaser's compliance with its own obligations under REACH; and
- 3.4.6 promptly notify the Purchaser of any restriction on the use or authorisation of substances present in the Supplies as set out in REACH or communicated by an authority implementing REACH which impacts, or is likely to impact, the Purchaser's use, sale or disposal of the Supplies.

24. Modern Slavery & Corporate Ethics

- 24.1 The Buyer requires the Seller to comply with the principles of (or "contained within") the Ethics & Corporate Responsibility statement made available on the Buyers website www.spring-solutions.co.uk and the Modern Slavery Act Statement below. The Seller is required to disseminate these values throughout their own supply chain. The Seller shall ensure their personnel are aware of the importance of ethical behaviour. Where the seller is contracted to provide persons expected to work on the Buyers behalf, under the Companies instruction and where this is applicable, they shall ensure that any personnel provided, have undergone the necessary checks to ensure they have the right to work in the UK in accordance with Home Office guidance on this subject.
- 24.2 Modern Slavery Act 2015. Modern Slavery is a crime and a violation of fundamental human rights, the Buyer operates a zero tolerance policy to all forms of slavery, forced labour, and human trafficking. This applies to our own business, and anywhere in our supply chain. Our supply chain will be subject to initial and ongoing assessments to check their compliance to this act. If the Buyer becomes aware of a supplier not in compliance with this act, they will be removed from our approved vendor list.

25. Conflict Minerals

- 25.1 In line with the Conflict Minerals or Dodd-Frank Wall Street Reform, Suppliers are to inform Spring Solutions of the use or content of Conflict Minerals during any part of the Contract or Purchase Order. Conflict Minerals are described as Gold Tantalum Tungsten and Tin sourced from DR or adjoining countries from mines controlled by non-governmental military groups.

26. Law & Jurisdiction

- 26.1 The Order and these Conditions shall be governed by English law.
- 26.2 For the benefit of the Purchaser, the Supplier agrees that any disputes under the Order and these Conditions will be dealt with by the UK courts. If in the course of performance of the Order a dispute arises between the Supplier and the Purchaser, the Supplier shall continue to perform the Order unless otherwise requested by the Purchaser.
- 26.3 Nothing in this Condition limits the Purchaser's rights to take legal action under this Order and these Conditions:
- (a) In any court in another country; or (b) In more than one country at the same time.

26.4 The Supplier agrees that:

(a) It will not object to the courts of England being used for any disputes regarding the Order and these Conditions; (b) A judgment or order of a court of England regarding the Order is final and binding and can be enforced elsewhere in the world, subject to applicable laws.

26.5 The Supplier irrevocably and unconditionally: (a) agrees that if the Purchaser takes legal action against it or its assets, the Supplier will not claim immunity against the legal action or the carrying into effect of any judgement in that legal action, whether against the Supplier or its assets; (b) Gives up any right of immunity which it or its assets have now or may have in the future; and (c) Consents to any remedy or judgement which may be given during the course of any legal action that the Purchaser may take against the Supplier

General Note

All deliveries require the sellers Certificates of Conformity in line with the Stated Requirements on the buyers Purchase Order or Contract.