STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS

1. **Application**

The Purchaser 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 Purchaser" means Spring Solutions a company registered in Scotland under number SC545449 whose registered office is at 14 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 Purchaser and the Supplier;

"the Contract" means the contract for the sale and purchase of the Goods constituted by the Supplier'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 Purchaser's purchase order to which these Conditions are annexed;

"the Price" means the price of the Goods;

"the Supplier" 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 statue 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 Purchaser to purchase the Goods subject to these Conditions.

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

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

b) Delivery of Goods

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

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

3.5 The Supplier agrees to sell and the Purchaser agrees to purchase the Goods and Services in accordance with the Contract. The Contract shall not include any of the Supplier's conditions of sale, notwithstanding reference to them in any document. However, should the Contract be held by a court of competent jurisdiction to include the Supplier's terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions shall always take precedence over the Supplier's terms and conditions of sale. Delivery of Goods and Services in response to an Order shall be taken to imply that the Supplier has accepted the terms and conditions of the Order.

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 Purchaser to the Supplier or agreed in writing by the Purchaser.

4.2 Any Specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, 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 Purchaser. The Supplier 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 Supplier, or as required for the purpose of the Contract.

4.3 The Goods shall be marked in accordance with the Purchaser'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 Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Purchaser to inspect, test, validated and/or verify the Goods during manufacture, processing and/or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Purchaser with any facilities reasonably required by the Purchaser for inspection or testing.

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

4.6 The Supplier 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 Purchaser 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 Purchaser in writing.

5.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

6. Payment

6.1 The Supplier shall be entitled to invoice the Purchaser 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 Purchaser shall pay the Price of the Goods within sixty (60) days after the end of the month of receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the contract.

6.3 The Purchaser shall be entitled to set off against the Price any sums owed to the Purchaser by the Supplier.

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 Purchaser'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 Supplier after the placing of the Order, the Supplier shall give the Purchaser 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 The Supplier undertakes to notify the Purchaser in writing without delay of any change in circumstances which may delay delivery.

7.5 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods. Where required in line with the Order, the Supplier shall also provide certification that the goods have been tested and inspected and conform to all drawings and/or Order requirements. The Supplier must have objective evidence on file to substantiate Certificate of Conformity/Compliance and such evidence must be available to the Purchaser for review. As a minimum, the Certificates of Conformity shgll contain the following information;

- The Purchaser's description and revision
- The Purchaser's Order number and order item number
- Quantity of goods supplied against the Order number and item number
- Signature of authorised Supplier's representative
- Recommended shelf life and date of manufacturer of items with a shelf life supplied against The Order shall be identified on The Supplier's delivery documentation.
- Statement of Origin

7.6 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not several.

7.7 The Purchaser 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 Purchaser has had a reasonable time to inspect them following delivery.

7.8 The Supplier shall supply the Purchaser in good time with any instructions or other information to enable the Purchaser to accept delivery of the Goods.

7.9 The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.

7.10 If the Goods are not delivered on the due date then, without prejudice to any other remedy, the Purchaser shall be entitled to deduct from the Price or (if the Purchaser has agreed to pay any part of the price in advance of delivery) to claim from the Supplier 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.

7.11 The Purchaser 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 Purchaser 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 Supplier is not the manufacturer of the Goods, the Supplier shall endeavor to transfer to the Purchaser the benefit of any warranty or guarantee given to the Supplier.

8.2 The Supplier 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 Purchaser had made known that purpose to the Supplier in writing and the Supplier has confirmed in writing that it is reasonable for the Purchaser to rely on the skill and judgment of the Supplier.

8.3 The Supplier shall not be liable for a breach of any of the warranties in condition 8.2 unless:

a) the Purchaser gives written notice of the defect to the Supplier within a reasonable period of time and this notice shall contain a description of how the defect manifests itself.

b) the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Purchaser discovers the defect.

c) the Supplier is given a reasonable opportunity after receiving the notice of examining such Goods and the Purchaser (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier'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 Purchaser makes any further use of such Goods after giving such notice; or

b) the defect arises because the Purchaser failed to follow the Supplier'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 Supplier 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 Supplier so requests, the Purchaser shall, at the Supplier's expense, return the Goods or the part of such Goods which is defective to the Supplier.

8.6 All deviations from the requirements of the Order are to be referred to the Purchaser for approval and if approved shall be authorized in the form of an Order amendment prior to delivery of the Goods. It is essential that pre-approved deviations/concessions are recorded on all delivery paperwork.

8.7 The Suppler will establish and control the configuration of their documents such as drawings, specifications, data sheets, plans and procedures necessary to design,

manufacture, test, inspect and deliver Goods to the configuration package supplied by the Purchaser.

8.8 Test equipment shall have its' performance and calibration verified for all parameters detailed in its' manufacturer's published performance/calibration specification, against measurement standards traceable to national or international standards, UKAS or overseas or equivalent accreditations. At the request of the Purchaser the Supplier or the Supplier's sub-contractors or suppliers as the case may be shall provide a calibration certificate and test report showing all test results including an estimate of the uncertainty of measurement.

8.9 Suppliers shall conduct verification of the Goods on the Order(s) on behalf of the Purchaser. Suppliers authorized to perform delegated verification shall;

(a) Maintain copies of all documents associated with shipments on file for a period of ten (10) years (or otherwise declared within the purchase order and/or associated documentation) form the last delivery. The Purchaser must be notified prior to disposal of any documentation associated with deliveries of product to the purchaser.

(b) Submit all known non-conforming conditions to the Purchaser for review, disposition and authorization to ship.

(c) Provide confirmation of the receipt of the Goods and the results of the agreed verification activities.

(d) Comply with all Purchaser instructions regarding the return and/or disposal of any non-conforming goods.

9. Risk and Property

9.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract.

9.2 The property in the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Purchaser once payment has been made and the Goods have been appropriated to the Contract.

10. Assignment

10.1 The Purchaser may assign the Contract or any part of it to any person, firm or company.

10.2 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Purchaser.

11. Warranty

11.1 The Supplier warrants that The Goods;

(a) correspond with their description and conform in all respects with the Specification and/or statement of work referenced in the Order.

(b) are free from defects (whether actual or latent) in design (where the Supplier or Manufacturer is the design authority), materials and workmanship.

(c) comply with all applicable statutory and regulatory requirements and international carriage codes relating to the manufacture, labelling (including UKCA (UK Conformity Assessed) marking or CE marking as the case may be), packaging, storage, handling and delivery, by whatever means, of the Goods. Where the Goods are, or incorporate, dangerous goods or chemicals the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and SVHC declarations as required; and

(d) are free of counterfeit, second hand and/or replica parts.

11.2 The warranty in Condition 11.1 shall, in respect of each item of the supplied Goods, continue for twelve (12) calendar months from the date of acceptance of such item of the supplied Goods, unless an extended warranty period is offered by the Supplier to the Purchaser and agreed by the Purchaser. If there is a defect in the Goods 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 Goods or refund the Purchaser the price of the defective Goods.

11.3 The warranty at Condition 11.1 shall apply to the Goods 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 Goods.

11.4 In the event of defective product, the Supplier shall be responsible for the reasonable costs in dismantling and re-installation of the defective Goods from within the Purchaser's product, or the integration of the re-performed Services to the Purchaser's end product or service as the case may be.

11.5 In the event of defective product, transport of parts, plant, equipment and materials and labour to and from the Purchaser's place of business or the Supplier's shall be to the Supplier's account and risk.

11.6 Should the defect be of such nature that its repair or re-performance cannot be postponed and/or the Supplier has failed to remedy the defect, the Purchaser may undertake the repair of the Goods or re-performance of the Services itself or engage a third party to do so on its behalf. Any such repair undertaken by the Purchaser or a third party shall not affect the Supplier's liability under the Contract and shall be undertaken at the Supplier's cost.

11.7 The Supplier shall be liable only for defects which appear under the condition of operation or performance as specified in the Contract and under proper storing, installation, maintaining and normal operation of the Goods or Services. The Supplier shall not be liable for fair wear and tear arising from normal use.

11.8 If a breach of warranty by the Supplier causes any of the Goods not to be available for the Purchaser's use within the warranty period for the Goods, then the warranty period for the Goods shall be extended by the period during which they were not available for use by the Purchaser.

11.9 The Supplier agrees that all warranties attaching to the Goods 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.

11.10 This Condition 11 shall apply in addition and without prejudice to any other rights and remedies available to the Purchaser.

11.11 Documentation shall be retained for minimum period of ten (10) years.

12. **Indemnity**

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

a) breach of any warranty given by the Supplier 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 Purchaser;

c) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods.

d) all claims by the customers of the Purchaser (and their sub-Purchasers) arising out of any breach whatever by the Supplier of this contract for sale.

12.2 An Order is given on the condition that (without prejudice to the generality of Condition 12.1) the Supplier shall indemnify the Purchaser against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Purchaser may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of the Purchaser or of any person for whom the Purchaser is responsible) which shall have occurred while on the Purchaser's premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.

12.3 The Supplier will indemnify the Purchaser against any and all loss, costs, expenses, and liabilities caused to the Purchaser whether directly or as a result of the action, claim or demand of any third party by reason of any breach by the Supplier of the Contract or obligations on the Supplier's part implied by law. This indemnity shall not be prejudiced or waived by any exercise of the Purchaser's rights under Condition 7.

12.4 If the Purchaser permits sub-contracting under the Order, the Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to their obligations under the Contract.

13. **Right of Access**

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

13.2 The Supplier shall notify the Purchaser 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 Purchaser. The Supplier shall gain written approval from the Purchaser for non-conforming product disposition.

13.3 The Supplier shall provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and broadband connection) to enable the rights set out in this condition 13 to be exercised fully.

13.4 The Supplier shall provide adequate data to the Purchaser relating to progress of work on the Goods and their quality.

13.5 While on the Supplier's premises the Purchaser shall adhere to the Supplier's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site. Likewise, if the Contract requires the Supplier to visit the Purchaser's premises, then the Supplier shall ensure that the Supplier the Supplier's employees, the Supplier's sub-contractors and their employees and any other person associated with the Supplier will adhere in every respect to the Purchaser's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site.

13.6 At any point during the procurement process, the Purchaser may, at its own discretion, conduct an audit of the Supplier's cost in order to substantiate and finalise prices. In the event that Purchaser elects to conduct a cost audit, then the Supplier will be required to make available full cost documentation and support for any or all of the Supplier's price submittals.

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 Purchaser may have, if

any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Purchaser 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 Purchaser:

a) to rescind the Order;

b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

c) at the Purchaser's option to give the Supplier the opportunity at the Supplier'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 Supplier;

e) to carry out at the Supplier'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 Supplier's breach or breaches of the Contract.

16. **Termination**

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

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

a) the Supplier 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 Supplier; or

c) the Supplier ceases or threatens to cease, to carry on business; or

d) the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier 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 thirty (30) days 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 Supplier) to its registered office or such changed address as shall be notified to the Purchaser by the Supplier; or

b) (in the case of the communications to the Purchaser) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Purchaser.

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 Purchaser 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. Control of Documentation/Record Retention

19.1 The Supplier shall generate and maintain records and data for all inspections and tests performed. The records and data generated shall be appropriate to the inspection and test operations performed and in sufficient detail to provide for complete verification and evaluation of operations. On request the records will be supplied to the Purchaser and no records will be destroyed without prior permission of the Purchaser. These records may include, but are not limited to:

(a) Product and Goods Release certification

(b) Records and data relating to validation, testing and inspection

(c) Test certificates, route cards or batch records that detail product serial numbers and are required for traceability purposes

19.2 The supplier shall retain records relative to the contract for a minimum period of 10 years. The supplier shall notify the Purchaser prior to disposal of any documentation.

20. **Waiver**

No waiver by the Purchaser of any breach of the Contract by the Supplier 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 Purchaser 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 Purchaser 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 Purchaser on or before such deliveries/quotations to the Purchaser 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 Goods 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 Purchaser 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 supplied Goods is restricted by Export Control Laws or Regulations during the period of this agreement or at any time during the lifetime of the supplied Goods, the Supplier shall be responsible for the immediate notification thereof to the Purchaser in Writing for the attention of the Purchasing Manager/Export Compliance Team. The Supplier/Manufacturer shall immediately notify the Purchaser 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 Purchaser with copies of all Export Licenses obtained in respect of the supplied Goods and without prejudice to any of its obligations to this clause, the Supplier shall provide the Purchaser with all information as reasonably required by the Purchaser or its Customer in order to assess the export and re-export restrictions affecting the Goods. 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 supplied Goods, 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 Purchaser is true and accurate. If the Supplier is not compliant with any part of this clause, the Supplier shall notify the Purchaser 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.

24. Modern Slavery & Corporate Ethics

24.1 The Purchaser requires the Supplier to comply with the principles of (or "contained within") the Ethics & Corporate Responsibility statement made available on the Purchasers website www.spring-solutions.co.uk and the Modern Slavery Act Statement below. The Supplier is required to disseminate these values throughout their own supply chain. The Supplier shall ensure their personnel are aware of the importance of ethical behaviour. Where the Supplier is contracted to provide persons expected to work on the Purchasers 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 Purchaser 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 Purchaser becomes aware of a supplier not in compliance with this act, they will be removed from our approved vendor list.

24.3 The Supplier shall maintain a complete set of records to trace the supply chain of all Goods or Services provided to the Purchaser in connection with the Contract.

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

27. **Traceability**

27.1 Unless otherwise specified in the Order, the Goods supplied against the Contract require full traceability of code generation, software tools, parts, materials, equipment or raw material from the time of receipt through delivery of the finished article as follows;

(a) For parts or materials from the original part or material manufacturer, the Purchaser requires traceability to the original component manufacturer including both date and lot code information.

(b) For parts or materials from the original part or material manufacturer purchased

via the authorised / franchised distributor or agent, the Purchaser requires traceability to the original component manufacturer.

(c) For parts or materials procured from routes other than from section (a) and (b) above, then the Supplier shall provide full traceability as in per section (b) above. However, where this is not possible, then all necessary steps shall be taken to ensure parts or material provenance in accordance with section (f) below.

(d) For parts or materials other than electro-mechanical, electronic or electrical categories such as (but not exclusive to) turned parts, cast parts, machined parts, formed parts, moulded parts, extruded parts, then these materials shall have traceability as contained in section (e) below.

(e) Raw material traceability is required to the physical and chemical analysis of the raw material from the raw material manufacturer and/or it's appointed agent/distributor

(f) The Supplier may only purchase items directly from Original Component Manufacturers (OCMs), OCM authorised (i.e., franchised) distributors, or authorised (i.e., franchised) aftermarket manufacturers. Use of items that were not provided by these sources is not authorised unless first approved in writing by the Purchaser. The Supplier must present compelling support for its request for the Purchasers approval (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all actions to ensure the items thus procured are new, unused and authentic items.

28. **Counterfeit Goods**

28.1 For the purposes of this condition 28;

(a) "Suspect Counterfeit "Suspect Counterfeit Goods" means material, component, part, assembly, sub-assembly, product and any other item forming part of the Goods (together referred to as "Items" and separately as "Item") in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the Supplier or their sub-contractor or the ultimate manufacturer if different and may meet the definition of Counterfeit Goods below;

(b) "Counterfeit Goods" means Suspect Counterfeit Goods that is a copy or substitute made without legal right or authority or one whose material, performance, identity or characteristics are mis-represented by a supplier in the Supplier's supply chain.

(c) "Identity" means information including but not limited to the original manufacturer, trademark or other intellectual property, part number, date code, lot number, applied testing methods and the results, inspection performed, documentation, warranty, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition and previous use or rejection.

28.2 The Supplier warrants that Counterfeit Goods shall not be supplied to the Purchaser or installed in the Purchaser's product by the Supplier.

28.3 The Supplier warrants that only new, unused and authentic Items shall form part of the Goods and shall be supplied to the Purchaser

28.4 If Counterfeit Goods or Suspect Counterfeit Goods are furnished under the Contract such Goods shall be impounded. The Supplier shall promptly replace such Goods

with Goods acceptable to the Purchaser and the Supplier shall be liable for all costs relating to impoundment, removal and replacement. The Purchaser may notify and turn Counterfeit Goods over to Government authorities for investigation and the Purchaser reserves the right to withhold payment pending the results of the investigation.

28.5 This condition 28 applies in addition to any quality provision, specification, and statement of work or other provision included in the Contract addressing the authenticity of Goods. To the extent that such provisions conflict with this Condition, this Condition shall prevail.

28.6 The Supplier shall include all provisions of this Condition 28, including this sentence, in all lower tier contracts under the Contract. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall be documented in writing and submitted immediately to the Purchaser.

29. Confidentiality & Publicity

29.1 Each Party agrees to treat as confidential and not to use or disclose to any third party any information disclosed by one Party to the other Party in connection with the Contract without the prior written consent of the disclosing Party and only to use such information to the extent reasonably necessary for the proper performance of the Contract. Notwithstanding the foregoing, the Purchaser shall be entitled to disclose confidential information received from the Supplier to the Purchaser's customers where necessary to comply with its obligations to such customer(s).

29.2 The Supplier shall not make any statements or public release for publicity or marketing purposes without the Purchaser's prior written permission.

30. Personal Data

30.1 The Parties acknowledge that personal data as defined by the Data Protection Act 2018 and the General Data Protection Regulations 2016/679 (hereinafter jointly "Privacy Regulations") (hereinafter "Data") provided to the other including without limitation during the negotiation stage, will be processed for administration-accountability purposes, to comply with legal obligations and for purposes related to proper execution of the Contract, as well as preserved in writing and/or on magnetic, electronic means.

30.2 Each Party expressly agrees that the other is required to process the Data as described in Condition 35.1 for the purposes of performing the Contract and each Party undertakes at all times to comply with the Privacy Regulations in respect thereof.

30.3 In the event that in the performance of the Services the Supplier is required to access company data, the Supplier - as Processor - undertakes, at Supplier's own cost to fully comply with any directive made by the Controller, and shall at all times act in compliance with the obligations provided for in Privacy Regulations. The Supplier hereby agrees to indemnify and hold harmless the Purchaser from any breach of the Privacy Regulations by the Supplier or its sub-processors.

31. **ROHS: Solder Component Finishes**

31.1 The Supplier shall fully comply with specified component finishes and manufacturing solder. In addition, the Supplier shall maintain a clear definition and configuration control of the component finishes and solder within the Goods delivered to the Purchaser.

31.2 Components with lead-free finishes may be used in Goods designed by the Supplier provided they are compatible with the Purchaser's storage, manufacturing and reliability requirements. Unless explicitly specified otherwise by the Purchaser, for Goods designed by the Supplier the use of components with tin-based, plated finishes containing less than three percent (3%) lead shall be declared to the Purchaser in order for tin-whisker risk to be assessed.

31.3 The Supplier must obtain approval in writing for any potential non-compliance with the Purchaser's drawing requirements and prior to making any changes to component finishes or manufacturing solder within Goods delivered to the Purchaser.

31.4 Liability for Goods that do not comply with component finishes or manufacturing solder specified in the Purchaser's drawing requirements shall rest with the Supplier unless otherwise agreed in writing with the Purchaser.

32. **Continuity of Supply**

32.1 For the duration of these General Conditions and any extensions thereto, the Supplier undertakes to maintain a capability to accept future Orders from the Purchaser to provide further quantities of the Goods and Services supplied under these General Conditions

32.2 In the event that the Supplier decides to discontinue the manufacture or the capability to manufacture any of the Goods and Services supplied under these General Conditions, the Supplier shall give at least twelve (12) months written notice to the Purchaser of the Supplier's intention to do so. All Order(s) placed by the Purchaser prior to the date of receipt of notice under Condition 32.2 and relating to the Goods and Services to be discontinued shall be honoured and executed in full in accordance with their terms. Should the Purchaser require the Supplier to manufacture against additional new Orders for the Goods and or Services which the Supplier wishes to discontinue manufacture of, the Purchaser shall endeavour to place such Orders within six (6) months of the date of receipt of the Supplier's notice under this Condition, and the Supplier shall complete such Orders.

32.3 In the event that the Supplier gives notice under Condition 32.2 hereto or otherwise gives notice of its intention to discontinue the manufacture or the capability to manufacture the parts previously supplied, the Supplier will fully support the Purchaser to secure a new source of supply in the following ways. The Supplier will, upon the Purchaser's request received by the Supplier within sixty (60) days of the notice of discontinuation, assist the Purchaser to obtain an alternative source of supply for the Goods and Services previously supplied by furnishing such technical information as necessary on fair and reasonable terms. The Supplier shall grant to any alternative Supplier a royalty free licence or licences under any of the Supplier's applicable patents and/or designs funded by the Purchaser, to manufacture the said Goods and Services for the demands of the Purchaser and deliver under the Contract. The Supplier shall use its best endeavours to secure from the alternative source the same conditions such as price, delivery, quality and lead times no less favourable to that covered in previous Contracts.

33. **Obsolescence**

33.1 The Supplier must notify the Purchaser in writing without delay of any actual or potential obsolescence issues affecting potential Contracts that it identifies from time to time, such notice to include complete and accurate details of:

(a) the obsolescence issue identified;

(b) its impact on the performance of the potential Contract; and

(c) any actions that could be taken in mitigation (including the cost of such actions).

33.2 All relevant non-recurring and extra-recurring costs, if any, resulting from obsolescence issues during the performance by the Supplier of the Contract shall be fully borne by the Supplier.

34. **Cyber Security**

34.1 The Supplier warrants and represents that the Supplier has implemented appropriate procedures for protection of the Supplier's IT System.

34.2 In the event that any Purchaser information is compromised or is subject to a data breach then the Supplier shall advise the Purchaser within seventy two (72) hours of occurrence.

34.3 Where the Supplier sub-contracts work under the Contract the provisions of this Condition shall be flowed down to the sub-contractor.

34.4 The Purchaser shall have the right to periodically conduct reviews of the Supplier's Cyber Security practices in accordance with Condition 13.

General Note

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