

**Standard Terms and Conditions of Purchase**
**1. Orders**

- (1) All orders placed by us shall be governed solely by our Standard Terms and Conditions of Purchase and – subject to any provisions contained therein providing for the contrary – the stipulations of the laws of England and Wales. We may accept variations to our standard terms and conditions, but only where this is expressly approved in writing by us.
- (2) The order constitutes an offer by us to purchase the goods or services subject to these conditions. Accordingly, any acceptance of the order by the supplier shall establish a contract for the sale and purchase of those goods or services on these conditions. Upon accepting and/or executing our orders, the supplier shall confirm acceptance of the application of our standard terms and conditions in accordance with condition 2.
- (3) Our terms and conditions shall also apply to future orders notwithstanding any failure to expressly state this. We shall only be bound by orders placed in writing. This shall also apply to any subsequent changes to orders. Accordingly, we shall be bound by any agreements made over the telephone or orally only if we confirm them in writing.
- (4) In connection with orders for machinery, vehicles, apparatus etc., you warrant and guarantee that the goods will comply with all health and safety laws and regulations applicable to such goods.

**2. Declaration of acceptance**

The supplier must confirm acceptance of the order within one week of receipt of the order, stating the precise order number and the binding date of delivery. If the supplier fails to supply the written confirmation, they shall be deemed not to have accepted the order.

**3. Prices**

All prices shall be firm and, in the absence of any agreement to the contrary, inclusive of quoted carriage paid to our plant including packaging and insurance. If delivery ex works is agreed upon, the risk of loading of the goods on departure shall remain with the supplier.

**4. Delivery date**

- (1) The delivery dates agreed upon in individual contracts shall be deemed to be fixed and binding.
- (2) Time is of the essence as to delivery of the goods under the contract and if the supplier fails to comply with its delivery obligations, we may:
  - (a) cancel the contract in whole or in part without incurring any liability;
  - (b) refuse to accept any subsequent delivery of items comprised in the goods which the supplier attempts to make;
  - (c) purchase suitable items elsewhere; and
  - (d) hold the supplier accountable for any loss and additional costs incurred.
- (3) Part deliveries shall be excluded and, pending receipt of full delivery, deemed to constitute non-performance of the contract. In the event that we accept part deliveries, any additional expense arising as a result shall be for the supplier's account.

**5. Dispatch**

- (1) Delivery address: Sauer House, Lanswood Park, Broomfield Road, Elmstead Market, Colchester, Essex CO7 7FD, or as otherwise specified by us on our order.
- (2) Our order data must be repeated in all letters, notices of dispatch, invoices as well as in all consignment notes and the copies of the dispatch notes attached to express or regular consignments. All costs which we incur as a result of failure to observe the aforementioned stipulations or any errors in addressing the consignment shall be for the supplier's account.

**6. Title and Risk**

- (1) Where goods are to be delivered they shall always be dispatched at the supplier's risk, and the goods shall be at the risk of the supplier until delivery to us takes place at the place of delivery. The supplier shall offload the goods at its own risk.
- (2) Ownership of the goods shall pass to us on completion of the delivery (including off-loading), except if the goods are paid for prior to delivery, in which case ownership, but not risk, passes to us when the payment has been made.
- (3) In the absence of any agreement to the contrary, the cost of dispatch up to and until acceptance of the goods by us at their intended destination shall be borne by the supplier.

**7. Liability for faults**

- (1) The supplier warrants and undertakes to us that:
  - (a) the goods have been subjected to all appropriate quality assurance and quality checks;
  - (b) the goods are of satisfactory quality and fit for their intended use, free from all defects in materials, workmanship and installation and will comply with all performance and other specifications contained in the order.
  - (c) the goods and/or the services shall remain free of any faults for a period of three years commencing with the date on which risk passes to us.
  - (d) the goods exhibit the agreed qualities as specified in the order or otherwise agreed and do not contain any faults impairing their suitability for their intended use or operation.
  - (e) the goods comply with all applicable statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling and delivery.
- (2) For a period of 10 years commencing with the delivery of the goods, the supplier shall at our request supply the corresponding replacement parts at the then current prices.
- (3) Our rights under the contract are in addition to the statutory terms implied in our favour by the Sale of Goods Act 1979 and any other statute.
- (4) The provisions in this condition 7 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the contract and shall extend to any replacement, repaired, substitute or remedial equipment provided by the supplier.

**8. Product liability – exemption – liability insurance**

- (1) The supplier shall keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with:
  - (a) any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the goods or services;
  - (b) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defects in goods, to the extent that the defects in the goods are attributable to the acts or omissions of the supplier, its employees, agents or subcontractors;
  - (c) any claim made against us by a third party arising out of or in connection with the supply of the goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the contract by the supplier, its employees, agents or subcontractors; and
  - (d) a factory recall of our goods sold to third parties as a result of a defect in the goods supplied by the supplier. As far as possible and reasonable, we shall notify the supplier of the nature and extent of the factory recall required and provide it with an opportunity to furnish its own comments. This shall not prejudice our legal remedies against the supplier.
- (2) The supplier undertakes to effect and maintain product liability insurance providing for a sum insured of € 5 million per instance of injury/ damage; this shall not prejudice any claims accruing to us for compensation over and above this amount.

**9. Material provided by us**

Any material which we provide shall in all cases remain our property and shall be stored, designated and managed separately. It may be used only for the purpose of executing our orders. The supplier shall be liable for any impairment in its value or loss.

**10. Execution of orders at customer's plant**

Persons entering our premises in performance of the delivery contract shall be bound by our rules of conduct.

**11. Invoice and payment**

- (1) Invoices should be sent to us separately and should not be enclosed with the goods. Payment of invoices shall be made by the end of the month following the month in which the invoice is received by us.
- (2) The supplier may only exercise set-off rights if its counter-rights have been upheld in a court of law, are not disputed or have been acknowledged by us. Moreover, it may only exercise a right of retention to the extent that its counter-claim is derived from the same legal relationship and has been upheld in a court of law, is not disputed or has been acknowledged by us.
- (3) Without prejudice to any other right or remedy, we reserve the right to set off any amount at any time owing to us by the supplier against any amount payable by us to the supplier under the contract.

**12. Confidentiality**

We reserve all our intellectual property rights in all documents, which accompany our order, including but not limited to drawings, models, devices and samples. These documents may not be reproduced or made available to any third parties except with our prior written approval, unless this is necessary for the execution of the order. This condition 12 shall also apply to any items produced using such documents. After the order has been completed, the documents and any copies made in order to execute the order shall be returned to us. If it is necessary for the documents to be made available to third parties so that the order can be executed, the supplier shall impose on such third parties the same obligations as those by which it has agreed to be bound. The parties undertake to treat all business or technical details of which they become aware during the business relationship as confidential during and also after the execution of the order unless such details are already in or enter the public domain without the supplier's influence. The supplier undertakes to impose the same duty on its own suppliers.

**13. Data protection**

- (1) Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and any other directly applicable UK law or regulation relating to data protection and privacy ("**Data Protection Legislation**").
- (2) Without prejudice to the generality of clause 13(1), each party will take the necessary steps to keep all personal data secure in accordance with the Data Protection Legislation, and in particular:
  - (a) each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (b) each party shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - (c) each party shall notify the other without undue delay on becoming aware of a personal data breach.

For further information please see our PRIVACY NOTICE.

**14. Termination**

- (1) Without limiting our other rights or remedies, we may terminate the contract with immediate effect by giving written notice to the supplier if:
  - (a) the supplier commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so; or
  - (b) the supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- (2) Termination of the contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- (3) Conditions which expressly or by implication survive termination of the contract shall continue in full force and effect.

**15. Governing Law and Jurisdiction**

- (1) The contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- (2) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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