

THE COOPER GROUP OF COMPANIES
STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. APPLICATION

The Company orders and the Seller agrees to supply the Goods and/or Services specified on the Purchase Order on these Conditions which shall govern the Contract save as expressly varied by the Purchase Order. Any reference on the Purchase Order to the Seller's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such document or on any form of order acknowledgement shall apply to the Contract. Coopers General Terms and Conditions (save as expressly varied by the Purchase Order) shall be deemed to be incorporated into the Contract. The Seller acknowledges that Coopers General Terms and Conditions are available on the Company's website.

2. SUPPLIER FRAMEWORK AGREEMENT

If there is a (signed) Supplier Framework Agreement between the Company and the Seller (SFA) and there is any conflict or inconsistency between these Conditions, the SFA or an Order, the following descending order of priority applies: (i) the terms of the SFA; (ii) these Conditions; and (iii) the Order. Subject to this order of priority, later versions of documents must prevail over earlier ones if there is any conflict or inconsistency between them.

3. DEFINITIONS

In these Conditions:-

Company means the Coopers Company which places the Purchase Order; **Conditions** means the standard terms and conditions of purchase set out in this document and includes the Coopers General Terms and Conditions referred to above; **Contract** means the agreement formed as set out in clause 3.2 below; **Delivery Address** means the address stated on the Purchase Order for delivery of the Goods and/or Services;

Goods means the goods (including any instalment of the goods or any part of them) described in the Purchase Order and includes any ancillary services to be provided with the goods; **Goods and/or Services** means the Goods and/or Services as the case may be;

Party means either the Company or the Seller;

Price means the price of the Goods and/or Services;

Purchase Order means the Company's Purchase Order; **Seller** means the person so described in the Purchase Order;

Services means the services (including any instalment of the services or any part of them) described in the Purchase Order and includes any ancillary goods to be provided with the services;

Specification includes any description, plans, drawings, data or other information relating to the Goods and/or Services.

4. BASIS OF PURCHASE

4.1 The Purchase Order constitutes an offer by the Company to purchase the Goods and/or Services at the Price subject to these Conditions.

4.2 A binding contract for the supply of the Goods and/or Services shall exist on whichever is the earlier of:-

4.2.1 the Seller's acceptance of the Purchase Order, in writing or orally; or 4.2.2 delivery of the Goods and/or Services in accordance with the Purchase Order.

4.3 Any typographical clerical or other accidental error or omission in the Purchase Order, or in any drawings, specification, instructions, tools or other material supplied by the Company, shall be subject to correction without any liability on the part of the Company.

5. SPECIFICATION

5.1 The quantity, quality and description of the Goods and/or Services shall be as specified in the Purchase Order and /or any applicable Specification supplied to the Company by the Seller (and in the event of conflict the former shall prevail) or as agreed in writing by the Company.

5.2 Any Specification specifically produced by the Seller for the Company for the Contract, together with the copyright, design rights or any other intellectual property rights in that Specification, shall be the exclusive property and confidential information of the Company.

5.3 The Seller shall take any steps necessary to comply with any reasonable request by the Company to inspect or test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch.

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

6. PRICE

6.1 The Price of the Goods and/or Services shall be as stated in the Purchase Order and, unless otherwise stated, shall be:-

6.1.1 exclusive of any applicable value added tax which shall be payable by the Company subject to receipt of a valid VAT invoice; and

6.1.2 inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods and/or Services to or at the Delivery Address and any taxes, duties, imposts or levies other than value added tax.

6.2 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 Company.

7. PAYMENT

7.1 The Seller shall be entitled to invoice the Company on or at any time after delivery of the Goods and/or Services, and each invoice shall quote the number of the Purchase Order.

7.2 The Company shall pay the Price of the Goods and/or Services within 60 days after the end of the month of receipt by the Company of a valid invoice or, if later, after acceptance of the Goods and/or Services in question by the Company, but time for payment shall not be of the essence of the Contract.

7.3 If any sum payable by the Company hereunder is not paid within fourteen (14) days of having fallen due, interest shall be payable by the Company on the amount of the unpaid sum at the rate of 2 percent per annum above National Westminster Bank PLC

Base Rate from time to time from the date on which such sum fell due to the date of actual payment.

8. DELIVERY

8.1 The Goods and/or Services shall be delivered to the Delivery Address on the date or within the period stated in the Purchase Order, the Seller having provided in advance any instructions or other information necessary to enable the Company to accept delivery of the Goods and/or Services.

8.2 Where the date of delivery of the Goods and/or Services is to be specified by the Seller after the placing of the Purchase Order, the Seller shall give the Company reasonable notice in writing of the proposed date of delivery.

8.3 The date of delivery of the Goods and/or Services is of the essence of the Contract. 8.4 Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an undamaged condition.

8.5 A packing note clearly quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods.

8.6 If the Goods and/or Services are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

8.7 The Company shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery.

8.8 The Company shall give written notice of any obvious damage in transit to the carrier and to the Seller, within ten (10) days of delivery.

8.9 The Company shall not be obliged to return to the Seller any packaging materials for the Goods, whether or not any Goods are accepted by the Company.

8.10 Services shall be delivered in accordance with the Contract.

9. QUALITY

9.1 Where the Seller is not the manufacturer of the Goods and/or Services, the Seller shall endeavour to transfer to the Company the benefit of any manufacturer's warranty or guarantee given to the Seller, but this does not reduce the liability of the Seller under the Contract.

9.2 The Seller warrants that on delivery, and for a period of 12 months, or for such longer period as may have been specified in the Purchase Order, from the date of delivery, the Goods and/or Services shall:-

9.2.1 be of satisfactory design, quality, material and workmanship and free from defects and conform in all respects with the Purchase Order and any Specification and will match any sample or catalogue description provided by the Seller;

9.2.2 comply with all applicable regulations or other legal requirements concerning the sale, manufacture, packaging, and delivery of the Goods and/or Services;

9.3 be generally fit for purpose, and also be fit for any particular purpose for which the Goods and/or Services are being bought, if the Company had made known that purpose to the Seller.

9.4 The Seller shall maintain a Quality Management System appropriate to the products/services supplied and consistent with best practice industry standards.

9.5 The Seller shall notify the Buyer of any changes to certification status (e.g., ISO 9001).

9.6 The Seller shall provide copies of material QMS records when requested without charge to the Buyer.

9.7 The Seller shall not use sub-contractors, as opposed to suppliers of parts and materials, without the Buyer's prior written consent.

9.8 The Seller must notify the Buyer immediately in writing of any nonconforming materials or deviations used in the products/services supplied.

9.9 The Seller must notify and seek obtain prior written approval for material changes to processes, materials, manufacturing location, design, or key personnel affecting quality.

9.10 The Buyer reserves the right on reasonable written notice to inspect or audit the Seller's supplier supply facilities and products.

10. RECORD RETENTION

In addition to contractual requirements, the Seller shall retain verifiable objective evidence of inspection and tests performed. Quality and Manufacturing records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

11. RIGHT OF ACCESS BY BUYER, THEIR BUYER AND REGULATORY AUTHORITIES

In accordance with contractual agreements, right of access by Buyer, their Buyer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records.

12. KEY CHARACTERISTICS

Where Identified within the specification, drawing and/or purchase order the Seller shall flow down to sub-tier Sellers the applicable requirements in the purchasing documents, including key characteristics where required.

13. RIGHTS OF THIRD PARTIES

The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14. EXCLUSION FOR FRAUD

Nothing in any agreement or contract made by way of Purchase order or supply of goods and service to the Buyer shall limit or exclude liability for fraud. Each of the parties warrants that it has the power to enter into the Agreement and has obtained all necessary approvals to do so.

15. REASONABLE CARE AND SKILL

The Seller warrants that the services will be performed with reasonable care and skill and shall conform to standards generally accepted as being above average within the industry to which the Services relate.

16. SUB-LETTING OF WORKS TO BE COMPLETED TO THIRD PARTIES

The Seller shall not, without the prior written consent of the Buyer, enter into any sub-contract with any person for the completion / manufacture or procurement of any service that the buyer believes is being carried out by the supplier who is awarded the Purchase order. If this is agreed in advance, the Seller shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Agreement. If requested by the Buyer the Seller shall promptly provide the Buyer with copies of any such sub-contracts.

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17. RISK AND TITLE

Risk of damage to or loss of and title to and ownership of the Goods and/or Services shall pass to the Company on delivery. All Purchase orders placed are on the terms of DDP, Ignis House, Waterlooville, Hampshire UK unless otherwise specified. On the Purchase order in writing.

18.1.3 all claims by the customers of the Company arising out of any breach whatever by the Seller of the Contract.

18. INDEMNITY

18.1 The Seller shall indemnify the Company against all liability or loss awarded against or incurred or paid by the Company as a result of or in connection with:-

18.1.1 any material failure by the Seller or its employees, agents or sub-contractors to supply any Goods and/or Services in accordance with, or to comply with any of the terms of, the Contract or any breach of any warranty given by the Seller in relation to the Goods and/or Services;

18.1.2 any claim that the Goods and/or Services 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 or requirement of the Company;

20. GOVERNING LAW & JURISDICTION

20.1 These Conditions and every Purchase Order and Contract under or arising from these Conditions and all disputes arising under these Conditions and every Purchase Order and Contract under or arising from these Conditions (contractual and non-contractual) and including disputes about the formation of any Contract) will be governed by the laws of England.

20.2 Each party:

20.2.1 irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of England;

20.2.2 waives any right to object to proceedings being brought in the courts of England for any reason; and

20.2.3 will not oppose the enforcement of any judgment or award (including an anti-suit injunction) of the courts of England in any other jurisdiction.

This jurisdiction agreement applies to all disputes arising under these Conditions and every Purchase Order and Contract under and arising from these Conditions (contractual and noncontractual) and including disputes about formation.

20.3 If a party not based in England instructs solicitors with an office in England to correspond on its behalf in a dispute, then:

20.3.1 that party is deemed to have appointed those solicitors as its process agent to receive on its behalf service of process in any proceedings brought in England, unless and until they give notice alternative solicitors (with an office in England) have their authority to accept service of proceedings and (if proceedings have started) the alternative solicitors file a Notice of Acting at court; and 20.3.2 service under 20.3.1 will be deemed effected on delivery to the solicitors.

21. PREVAILING LANGUAGE

These Conditions and every Purchase Order and Contract under and arising from these Conditions must be interpreted using the English language.

22. TERMINATION

The Company shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice to the Seller at any time prior to full delivery or performance of the Contract, in which event the Company's sole liability shall be to pay to the Seller an amount equal to the proportion of the Price that the Goods and/or Services actually delivered bears to the total Goods and/or Services to be supplied under the Contract, plus an amount equal to the Seller's than irrecoverable work in progress and actual necessary commitments to third parties for raw materials or goods or services at the time of cancellation.

19. REMEDIES

19.1 Without prejudice to the indemnity above or to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, without thereby incurring any liability to the Seller:-

19.1.1 to reject the Goods and/or Services (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 and/or Services so returned shall be paid forthwith by the Seller;

19.1.2 at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

19.1.3 to refuse to accept any further deliveries of the goods and/or services' and/or

19.1.4 to carry out at the sellers expense any work necessary to make the goods and/or services comply with the Contract.