

## CONDITION OF PURCHASE

The acceptance of the Order implies the acceptance of the following:

1. In these Conditions: **"Goods"** shall mean the goods, products or materials (or any part of them) set out in the Order.  
**"Buyer"** shall mean Jeaton Ltd.  
**"Contract"** shall mean the contract between the Buyer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.  
**"Order"** means the Buyer's purchase order to which these Conditions are annexed  
**"Supplier"** shall mean the person or firm from whom the Buyer purchases the Goods.
2. **These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms and conditions sought to be incorporated by the Seller, whether before or after acceptance of this Order, shall be of no effect unless and to the extent they are expressly agreed in writing by the Buyer.**
3. The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing a written acceptance of the Order or (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Buyer will not be bound by any orders or variations not given or confirmed on their official printed order forms duly signed by an authorised official of the Buyer.
4. The price of the Goods shall be the price set out in the Order. The price of the Goods is exclusive of amounts in respect of VAT but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Buyer.
5. Title in the Goods shall pass to the Buyer upon payment and risk in the Goods shall pass to the Buyer on completion of delivery.
6. All documents supplied to the Supplier shall remain the Buyer's property and such documents must be treated as confidential and not be disclosed to any third party.
7. All Goods shall (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; (b) be fit for the purpose for which the Goods are being bought by the Buyer; and (c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. All Goods supplied must be in accordance with any specification provided by the Buyer. In the event that no specification is provided then as a minimum requirement only, the Goods must be in accordance with all applicable legal standards and the requirements of good industry practice for the Goods. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
8. The Supplier is required to take account of reasonably foreseeable circumstances in which their products might be stored, prepared, installed or otherwise used and maintained and actually provide Health and Safety information with the Goods rather than simply making them available. The Supplier must issue with each consignment of Goods the following information to ensure when put to use the Goods will be safe and without risk to health: (a) the use for which the Goods are designed; (b) results of any relevant tests carried out on or in connection with the Goods; (c) any feature or characteristic of the Goods not generally known to designers and which could pose a risk to health and safety if not made known. Deliveries shall be made in consignments of such size as will suit the Buyer's requirements and shall conform to the site programme.
9. 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 or otherwise or as instructed by the Buyer. The Supplier shall comply with the Buyer's programme for the works and revisions thereof.
10. The Buyer reserves the right to inspect and test the Goods at any time before delivery. If the Buyer considers that the Goods do not conform or are unlikely to comply with these Conditions or any other legal requirement, the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
11. The Buyer shall not be deemed to have accepted the Goods until it has had a reasonable period of time, having regard to the nature of the Goods, 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 a reasonable period of time, having regard to the nature of the Goods, after any latent defect in the Goods has become apparent.
12. The Control of Substances Hazardous to Health Regulations 2002 (COSHH), or any amendment or re-enactment thereof, must be complied with in all respects. Data/Hazard Sheets covering all substances provided by you, together with assessments of risk and information on instructions and training requirements shall be submitted prior to commencement of work on site allowing adequate time for inspection and comment.
13. The Supplier shall be responsible for all royalties, licence fees or other sums payable in respect of supply or use of any patented articles, processes, costs or inventions or any other item which is the subject of copyright or other protected right.
14. If the Goods are not delivered on the date they are due or they do not comply with any of the requirements of this Contract (including any defect or want in quality) then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods, (a) to terminate the Contract; (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (c) to require the Supplier to replace or fix the Goods at its own expense; (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (e) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods from a third party; and (f) to claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
15. In addition to any other right available to it under this Contract, the Buyer reserves the right to cancel or curtail the Order at any time without compensation even though part fulfilment may have been accepted by the Buyer for circumstances beyond the Buyer's control, or where anticipated work is cancelled, postponed or reduced.
16. The Supplier shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with: (a) any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods; (b) any claim made against the Buyer 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 (c) any claim made against the Buyer 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 defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
17. The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods in accordance with the requirements of the Order. All invoices and correspondence relevant to the Order must quote the Order Number. Invoices not quoting the Order number will be returned unpaid. 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. Payment by the Buyer will be limited to the value of the Order.

18. Save for other companies within the Buyer's group, a person who is not a party to the Contract shall not have any rights under or in connection with it.
19. This Order nor any part of it may be sub-contracted or assigned by the Supplier without first obtaining the Buyer's permission in writing which will not be unreasonably withheld.
20. The Parties shall refrain from bringing each other and/or each other's business associate(s) into disrepute.
21. Each Party shall have a duty to treat any information and other details obtained directly and/or indirectly from the other Party as confidential. The Parties shall not provide such information and details to any other Party, except if and in so far as this is necessary for the purposes of executing a Purchase Order and the other Party consents to this in writing. The Parties shall not use such information and details for purposes other than the execution of the relevant Purchase Order.
22. Neither Party shall be permitted to use the name of the other Party in publications, advertisements or in any other way, unless it receives prior written consent from the other Party.
23. The Supplier shall comply with all relevant laws relating to human rights, health, safety and the environment and anti-bribery and anti-corruption (including the UK Bribery Act and The US Foreign Corrupt Practices Act, where applicable).
24. The Supplier shall also comply with the good ethical business practices as set out (available from: <https://www.jeatongroup.com/wp/wp-content/uploads/2018/02/Corporate-Social-Responsibility-Policy-2017.pdf>).
25. The Supplier shall use best endeavours to comply with an Ethical Procurement Code which specifically requires the Supplier to:
  - a) support and respect the protection of human rights within their areas of influence.
  - b) respect freedom of association and the effective recognition of the right to collective bargaining by all employees.
  - c) prohibit all forms of forced, compulsory, and child labour.
  - d) support the principle of equal opportunity in respect of the recruitment and selection of employees.
  - e) comply, as a minimum, with all applicable health & safety legislation and continually improve stewardship towards industry best practice.
  - f) comply, as a minimum, with all applicable environmental legislation and support a proactive approach to environmental challenges.
  - g) comply with all relevant anti-bribery and anti-corruption legislation in respect of their dealings with the Buyer.
26. Insofar as Jeaton Ltd shares any Personal Data with the Supplier, the Supplier shall process such Personal Data in compliance with all applicable laws, including the General Data Protection Regulation (Regulation (EU) 2016/679), enactments, regulations, orders, and standards as may be amended from time to time.

The Supplier shall thereby ensure that all reasonable precautions are taken to ensure the security of and prevention of any corruption or loss, damage or destruction of the Personal Data. However, in the event that Jeaton Ltd Personal Data has been accessed or obtained by an unauthorised person, the Supplier will immediately notify Jeaton Ltd of any such unauthorised access and will cooperate with Jeaton Ltd in taking any measures deemed necessary to mitigate against any such loss or unauthorised access.

Where applicable, the Supplier shall take all reasonable steps to ensure that all its agents, partners and sub-contractors comply with this clause whenever they are processing Personal Data as part of this Contract. These terms and conditions and any relevant Purchase Order shall be governed by the laws of England and Wales (including non-contractual disputes or claims). The Supplier agrees to submit to the exclusive jurisdiction of the English courts.