

TERMS & CONDITIONS FOR THE PURCHASE OF GOODS

Unless specifically stated otherwise, the following clauses shall form the terms and the conditions of the PURCHASE ORDER

1. DEFINITIONS

- 1.1 DELIVERY DATE means the date for delivery specified in the PURCHASE ORDER
- 1.2 DELIVERY LOCATION means the address for delivery of the GOODS as set out in the PURCHASE ORDER
- 1.3 GOODS means the materials, products, or services to be purchased or to be supplied as specified in the PURCHASE ORDER and/or any part thereof.
- 1.4 PURCHASER means John Hogg Technical Solutions Limited
- 1.5 PURCHASE ORDER means the PURCHASE ORDER form, this document and any other document listed therein or herein taken together.
- 1.6 SUPPLIER means any person or company having a PURCHASE ORDER or contract for the supply of GOODS or SERVICES to the PURCHASER.

2. DELIVERY

- 2.1. SUPPLIER shall deliver GOODS on the DELIVERY DATE at the DELIVERY LOCATION time being of the essence. Without prejudice to SUPPLIER'S obligation to deliver the GOODS on time, SUPPLIER shall give PURCHASER immediate notification if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle PURCHASER (without prejudice to any other rights it may have) to:
 - (a) Cancel order without any penalty to PURCHASER;
 - (b) Refuse to accept any subsequent delivery of the GOODS which the SUPPLIER attempts to make;
 - (c) Recover from the SUPPLIER any expenditure reasonably incurred by the PURCHASER in obtaining the GOODS in substitution from another SUPPLIER; and/or
 - (c) Claim damages, or production downtime for any additional costs incurred by the PURCHASER which are in any way attributable to the SUPPLIER'S failure to deliver the GOODS on the due date.
- 2.2. Delivery term shall be governed and construed in accordance with the provisions of "INCOTERMS" (latest edition) and any amendments thereto. The Duty status and INCOTERMS will be specified in the purchase order.

3. GOODS

- 3.1. SUPPLIER shall ensure that the GOODS shall:
 - (a) correspond with their description and applicable specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended)

- and fit for any purpose held out buy the SUPPLIER or made known to SUPPLIER by PURCHASER expressly or by implication, and in this respect, PURCHASER relies on SUPPLIER'S skill and judgement;
- (c) Where they are manufactured goods, be free from any defects in formulation, design, materials, and workmanship; and
 - (d) Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the GOODS.
- 3.2. SUPPLIER shall ensure that at all material times it has and maintains all licences, permissions, authorisations, consents and permits necessary to conduct its obligations in supplying GOODS pursuant to the PURCHASE ORDER.

4. INSPECTION

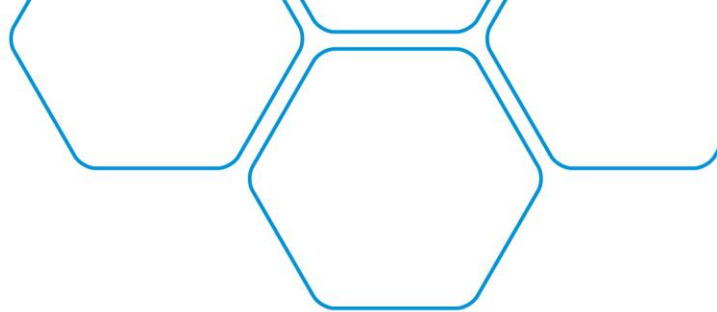
- 4.1. SUPPLIER shall be responsible for ensuring that all inspections and testing of the GOODS are properly and adequately performed.
- 4.2. SUPPLIER shall ensure that PURCHASER or any third party appointed by PURCHASER has the opportunity to inspect and witness any testing of the GOODS at any time at SUPPLIER'S workplace or at any other places where such GOODS may be held.
- 4.3. Such inspection or testing including the witnessing thereof shall not relieve SUPPLIER from any of its responsibilities and liabilities under the PURCHASE ORDER.
- 4.4. The GOODS will be subject to final inspection and acceptance or rejection upon arrival at their destination as specified in the PURCHASE ORDER.

5. PAYMENT

Payment will be affected (at an agreed period) after receipt of an undisputed invoice (together with supporting documents) by the PURCHASER provided always that the PURCHASER has accepted the GOODS (unless otherwise agreed in writing or stipulated in the PURCHASE ORDER).

6. CHANGE

- 6.1. PURCHASER reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof.
- 6.2. No change to or modification of the items, specifications, terms, conditions, and prices appearing in the PURCHASE ORDER shall be binding upon PURCHASING unless expressly agreed in writing by PURCHASER. SUPPLIER shall promptly notify PURCHASER in the event that any GOODS subject of the PURCHASE ORDER is affected by changes in drawings, specifications, formulation, or design, but SUPPLIER shall not without prior written consent of PURCHASER incorporate any such changes in the order.



7. **PASSING OF PROPERTY AND RISK**

Property and risk in the GOODS shall remain with SUPPLIER until they are delivered at the point specified in the PURCHASE ORDER and a delivery note is signed on behalf of PURCHASER.

The passing of property shall not affect the right to reject the GOODS.
8. **ACCEPTANCE**

In the case of GOODS delivered by SUPPLIER not conforming with the PURCHASE ORDER whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, PURCHASER shall have the right to reject such GOODS within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without prejudice to any other right which PURCHASER may have against SUPPLIER. The making of any prior payments by PURCHASER shall not prejudice PURCHASER'S right of rejection.
9. **TERMINATION**
 - (a) For default:

In the event of any breach of any of the terms and conditions of the PURCHASE ORDER including failure to deliver by the due date, then PURCHASER without prejudice to any other rights, may terminate the PURCHASE ORDER and may return GOODS previously supplied under the PURCHASE ORDER for full credit by SUPPLIER. In the event of termination due to non-delivery or non-acceptance due to SUPPLIER'S breach of the terms and conditions hereof, SUPPLIER shall undertake to reimburse all monies paid by PURCHASER prior to the date of termination including all direct costs and expenses incurred by PURCHASER arising from or in connection with the termination.
 - (b) For Liquidation or Reconstruction:

PURCHASER may terminate the PURCHASE ORDER with immediate effect:

 - i. if SUPPLIER goes into liquidation, becomes bankrupt or has a winding up order made against it.
 - ii. in the event of the ownership or control of SUPPLIER being materially altered.
 - (c) For Convenience:

The PURCHASE ORDER may be terminated at any time by PURCHASER giving notice in writing. On receipt of such notice, SUPPLIER will cease production or delivery of the PURCHASE ORDER. In full settlement, PURCHASER shall pay a fair and reasonable price for all GOODS delivered or in a deliverable state at the date when such notice is given together with such other changes occasioned directly by the termination as PURCHASER shall consider reasonable.
10. **LIABILITY AND INDEMNITY**

SUPPLIER shall be responsible for and shall indemnify PURCHASER from and against all claims, proceedings, demands and causes of action in respect of any damage, loss, or injury (including death) to any person or property arising out of SUPPLIER'S negligence, acts or omissions, without regard to whether any negligence, act or omissions of PURCHASER contributed to such injury, death, or property damage.
11. **PATENT INDEMNITY**

SUPPLIER shall protect, indemnify and hold harmless PURCHASER its officers, employees and agents against any and all liability, loss or expense (including without limitation all legal and other professional costs and expenses on a full indemnity basis) suffered or incurred by PURCHASER arising out of or in respect of any claim by any third party that the manufacture, use or sale of GOODS infringes the intellectual property or any other rights of that or any other party.
12. **LICENCE AND PERMIT**

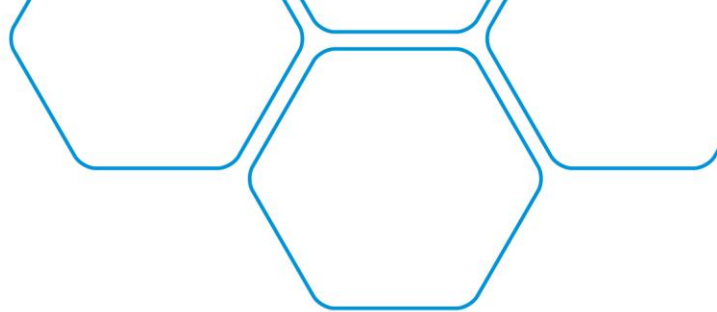
If execution of the PURCHASE ORDER requires any license or other permit issued in the country of shipment and/or origin, the PURCHASE ORDER shall be conditional upon such license or other permit being available at the relevant time. SUPPLIER shall be fully responsible for obtaining the necessary license and permit.
13. **WARRANTY**

SUPPLIER warrants to PURCHASER that the GOODS shall comply in every respect with any specifications, drawings and other data forming part of the PURCHASE ORDER and shall be free of defective materials or workmanship and is complete without any omissions. SUPPLIER shall be fully responsible for making good immediately upon being notified by PURCHASER any omission and defects in the GOODS or any portion thereof which may appear after receipt of GOODS.

SUPPLIER'S liability hereunder shall extend to all damages directly caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. SUPPLIER shall not be liable for any indirect, remote, or consequential losses.
14. **CONFIDENTIALITY**

Any PURCHASE ORDER placed by the PURCHASER including all accompanying designs, drawings, specifications, and information which may be treated as confidential and in particular the SUPPLIER shall not make use of the PURCHASER'S NAME, or the name of any companies associated with the PURCHASER for publicity purposes without the consent of the PURCHASER.
15. **FORCE MAJEURE**

Neither party shall be liable for any failure to fulfil any term of the PURCHASE ORDER if fulfilment has been delayed interfered with or prevented by force majeure. Example of those circumstances include act of God, accident, explosion, fire, flood, strikes, and other industrial disputes in obtaining supply.



16. TAXES AND DUTIES

All taxes, fees and duties assessed against SUPPLIER, in connection with the PURCHASE ORDER by national or local authorities having jurisdiction over SUPPLIER at its place of business and at place of execution of the PURCHASE ORDER shall be for SUPPLIER's account.

17. INSURANCE

SUPPLIER shall affect and maintain at its own cost, all applicable insurances as required by law and to cover SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER.

18. SPECIAL CONDITIONS

Where special conditions are stated in the PURCHASE ORDER, those conditions shall apply equally with the general terms and conditions shown herein except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

19. SAFETY

Where a service is being provided on property occupied by PURCHASER, SUPPLIER shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of SUPPLIER and shall comply with all PURCHASER's safety regulations and procedures.

20. WAIVER

Failure by PURCHASER to enforce the performance of any of the provision of the PURCHASE ORDER shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the PURCHASE ORDER in any way. Any waiver by PURCHASER of any breach of the PURCHASE ORDER shall not constitute a precedent nor bind the parties in relation to any subsequent breach by SUPPLIER.

21. ENTIRE AGREEMENT

21.1. The terms and conditions set out on the PURCHASE ORDER together with any subsequent amendments made in writing by PURCHASER represent the entire agreement between the PURCHASER and SUPPLIER to the exclusion of:

- (a) all the other terms and conditions which the SUPPLIER purports at any time to apply, impose or incorporate under any purchase order, confirmation of order, specification, or other document; or
- (b) which are implied by trade, custom, practice or course of dealing.

21.2. SUPPLIER waives any right it may otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of SUPPLIER that is inconsistent with PURCHASE ORDER and/or these terms conditions.

22. APPLICABLE LAW

The construction, validity and enforceability of the

PURCHASE ORDER shall be governed and construed in accordance with the laws of England, SUPPLIER, and PURCHASER each agrees to submit to the exclusive jurisdiction of the English Courts.