



## Terms and Conditions of Purchase

The acceptance of any Purchase Order is on the understanding that the seller identified in a Purchase Order (the "Seller") agrees to the following Terms and Conditions of Purchase.

### 1 Interpretation

In these Conditions:

"Conditions"	means these standard terms and conditions of purchase;
"Contract"	means the contract for the sale and purchase of the Goods which shall comprise the Purchase Order, these Conditions and any amendment or variation to the Purchase Order or these Conditions as agreed in writing between Tritech and the Seller;
"Delivery Address"	means as stated in the Purchase Order;
"Goods"	means the goods (including any instalment of the goods or any part of them) described in the Purchase Order;
"Price"	means the price of the Goods as stated in the Purchase Order;
"Purchase Order"	means Tritech's purchase order into which these Conditions are incorporated;
"Tritech"	means Tritech International Limited, a company registered in Scotland under number SC085501 and having its registered office address at Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, AB32 6JL, Scotland;
"Seller"	means as defined in the Purchase Order; and
"Specification"	includes any plans, drawings, data or other information relating to the Goods.

### 2 Purchase

- 2.1 The Purchase Order constitutes an offer by Tritech to purchase the Goods subject to these Conditions which will apply to the Contract to the exclusion of any other terms that the Seller may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Seller agrees to be bound by and to comply with the Conditions and the Purchase Order. Acceptance of the Purchase Order in writing or the Seller doing anything consistent with fulfilling the Purchase Order, including without restriction, supplying the Goods, shall be deemed acceptance of the Purchase Order. The terms and conditions set forth in the Purchase Order shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Tritech or subject to which the Purchase Order is accepted or purported to be accepted by the Seller (and the Seller waives any right which it otherwise might have to rely on such terms and/or conditions).
- 2.3 Tritech shall be entitled to deem the Purchase Order to have lapsed prior to acceptance unless it is unconditionally accepted by the Seller in writing within 7 days of its date.
- 2.4 No variation to the Purchase Order or these Conditions shall be binding unless agreed in writing by Tritech.

### 3 Specifications

- 3.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by Tritech to the Seller or otherwise agreed in writing by Tritech.
- 3.2 Any Specification or other information or data of any description, materials, drawings, know-how, documents, equipment or materials supplied by Tritech to the Seller, or specifically produced by the Seller for Tritech (along with the intellectual property rights in any Goods resulting therefrom), in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification and any modification or improvement thereto, shall be and shall remain the exclusive property of Tritech. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise identified by Seller as Tritech's property. Seller shall use Tritech's property only to meet Purchase Orders. The Seller shall not disclose to any third party or use any such property except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing, supply and delivery of the Goods. The Seller shall also comply with good industry practices, including without limit the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent supplier who is engaged in the same type of business under similar circumstances. The Seller covenants that it will take appropriate actions necessary to protect health, safety and the environment, including without limit during transportation of the Goods.
- 3.4 The Seller shall not unreasonably refuse any request by Tritech to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide Tritech with all facilities reasonably required for inspection and testing.
- 3.5 If as a result of inspection or testing Tritech is not satisfied that the Goods will comply in all respects with the Contract, and Tritech so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. In the event that the Seller does not take such steps within a further period of 7 days, Tritech may terminate the Contract without liability and recover from the Seller any additional costs in obtaining substitution Goods from a third party. In the event that the Goods were paid for by Tritech in advance, Tritech shall be entitled to require the Seller to refund the Price to Tritech.
- 3.6 The Goods shall be marked in accordance with Tritech'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.

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### 4 Price

- 4.1 The Price of the Goods shall be as stated in the Purchase Order and, unless otherwise stated, shall be: (a) exclusive of any applicable value added tax (which shall be payable by Tritech subject to receipt of a value added tax invoice); (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address; and (c) inclusive of all payroll taxes and any other taxes, fees, duties, imposts or levies applicable to the Goods (other than value added tax that is recoverable by Tritech).
- 4.2 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 written consent of Tritech.

### 5 Payment

- 5.1 The Seller shall be entitled to invoice Tritech on or at any time after delivery of all installments of the Goods (unless otherwise specified in the Purchase Order) in accordance with the terms of the Contract, as the case may be, and each invoice shall quote the number of the Purchase Order. Invoices shall relate only to one Purchase Order and, as such, shall quote only the number of one Purchase Order. Invoices shall be sent to Tritech International Limited, Oubas Hill, Next Ness Lane, Ulverston, Cumbria, LA12 7LB, United Kingdom marked for the attention of the individual in the Accounts Department advised in the Purchase Order. Alternatively, invoices can be sent by email to that individual as advised in the Purchase Order. Invoices sent by email shall not be deemed to be received by Tritech until receipt of the email is acknowledged by Tritech.
- 5.2 Unless otherwise stated in the Purchase Order, Tritech shall pay the Price of the Goods within 60 days after the end of the month of receipt by Tritech of a proper invoice or, if later, after acceptance of the Goods in question by Tritech.
- 5.3 Tritech shall be entitled to set off against the Price any sums owed to Tritech by the Seller.

### 6 Delivery

- 6.1 Unless the Goods are being supplied ex-works and that is stated in the Purchase Order, the Goods shall be delivered to the Delivery Address on the date or within the period stated in the Purchase Order, in either case during Tritech's usual business hours. If no such date or period is specified in the Purchase Order, delivery shall take place as soon as reasonably practicable and, in any event, within 28 days of the Purchase Order unless otherwise agreed in writing by Tritech. Goods delivered to Tritech in advance of schedule may be returned to the Seller at the Seller's risk and expense.
- 6.2 Where the date of delivery of the Goods is to be specified after the placing of Purchase Order, the Seller shall give Tritech reasonable notice of the specified date.
- 6.3 A delivery note stating the items being delivered and quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.4 If the Goods are to be delivered by installments, the Contract will be treated as a single contract and not severable.
- 6.5 Notwithstanding that property in the Goods may have passed to Tritech in accordance with Condition 8.2, Tritech 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 Tritech has had 7 days to inspect them following delivery. In the event of such rejection, Tritech at its option and sole discretion may: (a) terminate the Contract without liability in which case Seller shall reimburse Tritech for any amounts Tritech may have paid for such rejected Goods and title in the rejected Goods shall revert to the Seller who shall be on risk from notification of termination and shall be responsible for arranging collection of the rejected Goods at the Seller's risk and cost; or (b) require the Seller to deliver replacement Goods within 7 days of notification of non-conformance with the Contract. In the event that Tritech terminates pursuant to this Condition 6.5 or the Seller does not replace the Goods within 7 days of notification of non-conformance with the Contract, Tritech may obtain replacement Goods from a third party and Tritech shall be entitled to recover any additional costs in obtaining replacement Goods from a third party from the Seller.
- 6.6 The Seller shall supply Tritech in good time with any instructions or other information required to enable Tritech to accept delivery of the Goods.
- 6.7 Tritech shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted or rejected by Tritech.
- 6.8 If the Goods are not delivered on the due date, Tritech at its option and sole discretion and at Seller's expense may: (a) rescind the Contract without liability; (b) seek recovery of any damages and costs emanating therefrom; and/ or (c) extend the delivery date.

### 7 Variations

Tritech may at any time make changes to the Purchase Order in any one or more of the following areas: (a) the Specifications where the Goods to be furnished are to be specially manufactured for Tritech; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Tritech's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Goods. Seller shall not proceed to implement any change unless and until such change is provided in writing by Tritech. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Purchase Order, an equitable adjustment shall be made to the Price or delivery schedule, or both, as agreed in writing. Any Seller claim for adjustment under this condition will be deemed waived unless asserted within 7 days from Seller's receipt of the change notification, and may only include reasonable, direct costs that will necessarily and properly be incurred as a direct result of the change.

### 8 Risk, Title and Health & Safety

- 8.1 Risk of damage to or loss of the Goods shall pass to Tritech upon delivery to Tritech in accordance with the Contract. The Seller shall off-load the Goods at its own risk.
- 8.2 The title in the Goods shall pass to Tritech upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Tritech once payment has been made and the Goods have been appropriated to the Contract.

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8.3 Any Goods supplied under the Contract shall be formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use and maintenance and with any necessary warning notices clearly displayed. The Seller agrees before delivery to furnish Tritech in writing with a list by name and description of any harmful or potential harmful properties or ingredients in the Goods to be supplied. The Seller shall indemnify Tritech against all actions, suits, claims, demands, losses, charges, costs and expenses which Tritech may suffer or incur as a result of or in connection with any breach of this Condition 8.3.

### 9 Warranties, Guarantee and Liability

9.1 The Seller warrants to Tritech that the Goods shall for a period of 12 months from acceptance of the Goods by Tritech: (a) be new and of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller before or at the time the Purchase Order is placed; (b) be free from defects in design, material and workmanship; (c) correspond with any relevant Specification or sample; (d) comply with all statutory requirements and regulations relating to the sale of the Goods; (e) be of sound materials and first class workmanship; and (f) be free of any claims of any nature, including without limit liens or retention of title claims. The warranties shall apply to Tritech, its successors, assignees and the end users of Goods covered by the Purchase Order.

9.2 Any review or approval of drawings by Tritech will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of the Contract.

9.3 If any of the Goods furnished pursuant to the Contract are found after delivery (but within the warranty period of 12 months from acceptance of the Goods by Tritech) to be defective or otherwise not in accordance with the requirements of the Contract, including without limit any applicable Specification, then Tritech at its option and sole discretion and at Seller's expense may:

- (a) require Seller to repair or replace non-conforming Goods with Goods that are in accordance with the Contract within 7 days of notice being given to the Seller (or such shorter or longer period of time as may be agreed in writing between Tritech and the Seller);
- (b) take such actions as may be required to cure all defects and/or bring the Goods into conformity with all requirements of the Contract, in which event, all related costs and expenses (including without limit material, labour and handling costs) and other reasonable charges shall be for Seller's account;
- (c) withhold total or partial payment;
- (d) reject and return all or any portion of such Goods; and/or
- (e) rescind the Contract without liability. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any tests requested by Tritech to verify conformance to the Contract. A further warranty period of 12 months shall commence on the date of any such repair or replacement in respect only of the repaired or replaced Good(s). In the case of Goods which are to be repaired or replaced the Seller shall (at its sole cost) be responsible for collecting the non-conforming Goods from the Delivery Address and thereafter delivering the repaired or replacement Goods to the Delivery Address.

9.4 The Seller shall indemnify Tritech, its directors, officers, employees, agents, representatives, successors and assignees in full against all liability, loss, damages, claims, costs and expenses (including without limit legal expenses and claims for personal injury or property or environmental damages and claims or damages payable to customers of Tritech) awarded against or incurred or paid by Tritech as a result of or in connection with:

- (a) any claim that the Goods infringe, or their importation, use or resale infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any third party, except to the extent that the claim arises from compliance with any Specification supplied by Tritech;
- (b) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and/or
- (c) any claim made against Tritech 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 breach, negligent performance or failure or delay in performance of the Contract by the Seller.

9.5 Neither the Seller nor Tritech shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control: (a) explosion, flood, tempest or fire; (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) import or export regulations or embargoes; and/or (d) strikes, lock-outs or other such industrial actions.

9.6 Notwithstanding any other provision of the Contract, neither Tritech nor the Seller shall be liable to the other for consequential loss which may arise in relation to the Contract. For the purpose of this Condition 9.6 consequential loss shall mean:

- (a) consequential loss under applicable law; and
- (b) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any), loss of contracts, loss of business opportunity, business interruption, and in any event whether direct or indirect and to the extent that such losses are not included within the provisions of (a) above; and whether or not any of the foregoing is foreseeable at the date of entering into the Contract and howsoever it arises (including without limit breach of contract, delict, breach of statutory duty or otherwise).

### 10 Counterfeit Goods Protection

- (a) Seller represents and warrants that Counterfeit Goods are not contained in Goods delivered to Tritech through implementation of training and processes that include prevention, detection management and risk mitigation methods to protect against the use of Counterfeit Parts.
- (b) Seller shall purchase parts directly from the Original Component Manufacturer (OCM) /Original Equipment Manufacturer (OEM), or from the OCM/OEM authorized or franchised distributor. Procurement through an independent or non-franchised distributor/broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered; OCM/OEM documentation that authenticates traceability of the components to that applicable OCM must be available upon demand. If an original OCM/OEM certificate is NOT available, the seller shall notify Tritech who will either decline the parts or dictate what authenticity verification inspections and test must be undertaken to consider the parts. A successful verification outcome is necessary to accept the parts however the submission of such additional items shall not relieve the Seller of its obligations hereunder.

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- (c) In the event the Seller becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify Tritech. When requested by Tritech, the Seller shall provide (if available) Authorised Seller documentation that authenticates traceability of the parts to the applicable Authorised Supplier.
- (d) In the event that Goods delivered under this order are, or include Counterfeit Parts, the Seller shall promptly investigate, analyse and report in writing to Tritech whether such Counterfeit Parts should be replaced with genuine parts confirming to the requirements of this order, or whether an alternative solution is recommended to meet the order requirements at the Seller's sole expense. The parties shall then agree upon the appropriate course of action.
- (e) Seller shall include this clause or a reasonably equivalent provision in all subcontracted orders for the delivery of Goods that will be furnished to or included in Goods furnished to Tritech.

### 11 Termination

- 11.1 In addition to Tritech's rights to terminate the Contract under Conditions 3.5, 6.5, 6.8 and 9.3, Tritech shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods at its convenience by giving notice to the Seller at any time prior to delivery. In the event that Tritech cancels the Purchase Order under this Condition 10.1, Tritech's sole liability shall be to pay to the Seller the Price for the Goods in respect of which Tritech has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 11.2 Tritech shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
  - (a) the Seller 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 Purchase 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 Seller; or
  - (c) the Seller ceases, or threatens to cease, to carry on business; or
  - (d) Tritech reasonably believes that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or
  - (e) the Seller commits a material breach of the Contract (and, in the case of a material breach which is capable of remedy, fails to remedy the same following Tritech giving the Seller 7 days' notice in writing of the default and requesting the remedy of the same).

### 12 General

- 12.1 Neither party shall be entitled to assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior written consent of the other party (which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed).
- 12.2 The Seller shall keep confidential and not disclose and shall procure that its employees, agents, consultants and permitted subcontractors keep confidential and do not disclose information relating to the contents, operation or performance of the Contract or any information of a confidential nature obtained by it or on its behalf by reason of any contact between the Seller and Tritech, except information which is in the public domain otherwise than by reason of a breach of this provision. Upon completion or termination of the Contract, the Seller shall promptly return to Tritech all such confidential information, including any copies thereof or, at Tritech's request, confirm that the confidential information (and any copies in any format) have been destroyed. Seller shall not make any announcement or release any information concerning this Contract or any part thereof to any third party except as required by applicable law without Tritech's prior written consent.
- 12.3 In addition to its obligations under Condition 3.3, the Seller shall comply with all laws and regulations of any jurisdiction to which it is subject, including without limit the Export Administration Regulations administered by the US Department of Commerce, Bureau of Industry and Security, and other applicable foreign trade control laws of the United States and European Union.
- 12.4 Each of the Seller and Tritech shall each respectively comply with all applicable laws, rules, regulations decrees and/or official governmental orders of the United Kingdom and any other applicable jurisdiction in relation to anti-corruption and anti-bribery requirements and the Company Code of Conduct relating to bribery and corruption which may be requested from Tritech.
- 12.5 Where a price is quoted by the Seller in US Dollars or in any other currency other than Pounds Sterling and invoicing is to be made in Pounds Sterling this will be invoiced to Tritech converted to the appropriate exchange rate specified in the Purchase Order.
- 12.6 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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. In the case of any notice given by facsimile transmission or email, the notice shall only be deemed to have been received upon the recipient confirming receipt of the same or, in the case of email, the sender having received a delivery receipt.
- 12.7 No waiver by Tritech of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.8 If any provision of these Conditions is 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 provision in question shall not be affected thereby.
- 12.9 The termination of the Contract shall not affect any of the following: (a) the rights or liabilities of any party accrued prior to and including the date of termination; or (b) the continued existence and validity of the rights and liabilities of the parties under those provisions which are intended expressly or by implication to survive termination or expiry.
- 12.10 The Contract constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence and negotiations between them relating to its subject matter.
- 12.11 This contract shall be governed by the law of Scotland and the parties submit to the jurisdiction of the Court of Session, Edinburgh, Scotland and the Sheriff Court, Aberdeen, Scotland.

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