Calon Associates Limited – Conditions of Purchase

1. Definitions

"Conditions" means the standard terms and conditions of purchase set out in this document, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties;

"Contract" means the contract for the purchase of the Goods and/or the supply of the Services;

"Company" means Calon Associates Limited, its successors or assignees;

"Delivery Address" means the address stated on 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 and/or the charge for the Services;

"Provider" means the entity who is responsible for providing the Goods and/or the Services as stated in the Purchase Order;

"Purchase Order" means the Company's purchase order, into which these Conditions are incorporated;

"Services" means the services (including any part of them) described in the Purchase Order;

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

"Works" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, invention, idea, discovery, development, improvement or innovation and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Provider in the provision of the Goods and/or Services.

1.1 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1 This Purchase Order constitutes an offer by the Company to purchase the Goods and/or the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions which the Provider has sought to or subsequently seeks to impose on the Company.

2.3 No variation to the Purchase Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the parties.

3. Specification

3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be specified in the Purchase Order and/or in any applicable Specification supplied by the Company to the Provider.

3.2 The Provider shall comply with all applicable regulations and/or other legal requirements concerning the manufacture, packaging, and delivery of the Goods and/or performance of the Services.

3.3 The Provider shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing, or storage at the premises of the Provider (or any third party) prior to dispatch, and the Provider shall provide the Company with all facilities reasonably required for inspection and testing.

3.4 If as a result of inspection or testing carried out in accordance with Condition 3.3, the Company is not satisfied that the Goods will comply in all respects with the Contract, the Provider shall take such steps as are necessary to ensure compliance.

4. Price and Payment

4.1 The Price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless stated otherwise, shall be inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, and any duties or levies other than Value Added Tax.

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 consent of the Company in writing.

4.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Provider, whether or not shown in its own terms and conditions of sale.

4.4 The Provider's official invoice should be sent promptly to the Company after delivery of the Goods and/or the Services, as the case may be, to the address indicated on front of the Purchase Order, unless otherwise instructed and must show:

1. the Company's Purchase Order number;
2. an Invoice number;
3. a full description of the Goods and/or the Works and/or the Services;
4. full details of prices;
5. any discount allowed;
6. current VAT requirements; and
7. officer contact details where known.

4.5 Unless otherwise stated in this Purchase Order or agreed in writing, the payment of the Price will be made not less than 30 days after receipt of a correct invoice, and upon the confirmation by an officer of the Company that the Goods and/or the Services have been provided to the Company's satisfaction, unless the Provider's credit terms are less onerous on the Company than this, in which case the Provider's credit terms will apply.

4.6 The Company shall be entitled to set-off against any invoice, any amount due from the Provider under this Purchase Order or under any other contractual arrangement.

4.7 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly extra charge. All invoices containing Value Added Tax must conform to the requirements of HM Revenue and Customs.

5. Delivery

5.1 The Goods shall be delivered to and/or the Services shall be performed at the Delivery Address on the date or within the period specified in the Purchase Order, in either case during the Company's business hours.

5.2 Where the date of delivery of the Goods and/or performance of the Services is to be specified after the placing of the Purchase Order, the Provider shall give the Company reasonable notice of the specified date.

5.3 A delivery note which specifies the number of the Purchase Order shall accompany each delivery or consignment of the Goods, and must be displayed prominently.

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

5.5 The Company 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 the Company has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

5.6 The Provider shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods and/or performance of the Services.

5.7 The Company shall not be required to return to the Provider any packaging or packaging materials for the Goods, whether or not the Goods are accepted by the Company.

5.8 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or, if the Company has already paid the Price, to claim from the Provider an amount equal to the additional costs incurred by the Company as a result of the delay.

5.9 Risk of damage to or loss of the Goods shall pass to the Company upon delivery to the Company in accordance with the Contract.

5.10 The property in the Goods shall pass to the Company upon delivery, unless payment for the Goods is made prior to delivery, where it shall pass to the Company once payment has been made and the Goods have been appropriated to the Contract.

6. Quality Assurance

6.1 The Provider shall operate a self-regulatory system of quality assurance and quality measures relating to the Contract in addition to any quality requirements in the Specification which ensures that the Goods and/or Services are provided in accordance with the

requirements of the Contract and as part of this requirement, the Provider shall check that information, data or software supplied pursuant to the Contract is fit for the purpose for which the Company intends to use it.

6.2 The Provider shall take all necessary steps to ensure that all Goods supplied to the Company do not contain Conflict Minerals (being minerals mined in conditions of armed conflict and human rights abuses, especially in the Democratic Republic of Congo, and which are sold or traded by armed groups). Such minerals include Gold, Tungsten, Tin and Tantalum and the ores and compounds thereof. The Provider shall maintain records to demonstrate their compliance to this policy and shall make these available to the Company upon request.

7. Warranties and Liability

7.1 The Provider warrants to the Company that the Goods will:

1. be of sound materials and first class workmanship;

2. be equal in all respects to the samples, patterns, description or specification provided or given by either part;

3. be fit for purpose, if the purpose for which they are required is indicated in the Purchase Order or otherwise, either expressly or by implication;

4. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

5. be free from defects in design, material and workmanship;

6. comply with all statutory requirements and regulations relating to the sale of the Goods.

7.2 The Provider warrants to the Company that the Services will be performed by appropriately trained and qualified personnel, with due care and diligence, and to the standards which would reasonably be expected from a skilled and experienced provider engaged in the provision of services similar to the Services under the same or similar circumstances.

7.3 The Provider will indemnify the Company in full against the following:

1. all loss, liability, damages, costs, expenses (including legal expenses) or injury whatsoever and whenever arising caused to the Company, or for which the Company may be liable to third parties due to defective workmanship or unsound quality of the Goods and/or the Services supplied;

2. all claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the Provider, while in or about the Company's sites, works or other places of business

3. any consequential loss or damage sustained by the Company for which the Company may be liable, as a result of the failure of the Provider to supply the materials or perform the work in accordance with the terms of this Purchase Order.

7.4 The Provider having given the abovementioned indemnity shall accordingly maintain in force during the term of the Contract full and comprehensive insurance as appropriate in respect of the provision of the Goods and/or Services such insurance to be with reputable insurers acceptable to the Company acting reasonably.

7.5 Without prejudice to any other remedy, if any of the Goods and/or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

1. to require the Provider to repair the Goods or to supply replacement Goods and/or Services in compliance with the Contract within 7 days; or

2. at the Company's sole option and whether or not the Company has previously required the Provider to repair the Goods or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Provider's breach and require repayment of any part of the Price which has been paid.

8. Termination

8.1 The Company shall be entitled to cancel the Contract without liability in respect of all or part only of the Goods and/or the Services by giving notice to the Provider at any time prior to delivery or performance.

8.2 The Company shall be entitled to terminate the Contract without liability to the Provider by giving notice to the Provider at any time if:

1. the Provider 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 order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Provider; or

3. the Provider ceases, or threatens to cease to carry on business; or

4. the Provider does anything improper to influence the Company to give the Provider any contract; or

5. the Company reasonably believes that any of the events mentioned above is about to occur in relation to Provider and notifies the Provider immediately.

8.3 For the avoidance of doubt, where the Company terminates the Contract in accordance with the provisions of Condition 8.2, the Provider shall compensate the Company for any losses suffered as a result of this.

9. General

9.1 The Provider shall be prohibited from transferring, assigning or sub-letting, directly or indirectly, to any person or persons whatever, the whole or any portion of this Contract without the written permission of the Company.

9.2 Any notice required or permitted to be given by either party to the other party under these Conditions shall be in writing addressed to that other party.

9.3 No waiver by the Company of any breach of the Contract by the Provider shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4 If any provision of these Conditions is held 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.

9.5 The Provider shall use all reasonable efforts to assist the Company to comply with such obligations as are imposed on the Company by statute.

9.6 The Provider shall not issue any press release or make any public statement concerning the Company, its employees, agents, officers, the Goods and/or Services without the prior written consent of the Company.

9.7 The Provider shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.

9.8 The Provider shall not:

1. discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of colour, race, nationality, or ethnic or national origins contrary to any part of the Race Relations Act 1976 or otherwise contravene any part of that Act; nor

2. discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of sex, sexual orientation, age, disability, religion or belief.

10. **Applicability**

Acceptance of this Purchase Order will be deemed to bind the Provider to these Conditions and no Goods and/or Services shall be supplied or performed by the Provider, its employees, agents or representatives, except in accordance therewith.

11. Entire Agreement

These Conditions and the Purchase Order constitute the entire understanding between the parties relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersede all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

12. No Third Party Rights

Save for the Parties, no person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Purchase Order and/or these Conditions.

13. Jurisdiction

The Parties agree to submit to the jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English law.