

**INTERNATIONAL SAFETY PRODUCTS LTD – CONDITIONS OF PURCHASE**  
**Orrell Mount, 159 Hawthorne Road, Bootle, L20 6JU      Reg No 2573278**

1. Definitions

- 1.1 'Order' shall mean this Purchase Order.
- 1.2 'Conditions' shall mean these Conditions of Purchase and any amendments or additions to those Conditions of Purchase which may be stated in the Order. To the extent that any such amendments and additions conflict with these Conditions of Purchase the amendments and additions shall take precedence.
- 1.3 'Buyer' shall mean the company placing the order, as shown in the order.
- 1.4 'Supplier' shall mean the person, firm or entity on which the order is placed.
- 1.5 'Supply' shall mean all goods, work, documents, software and services to be supplied by Supplier under the contract.
- 1.6 'Contract' shall mean the contract formed by Supplier's unqualified acceptance of the order, or by supplier's commencement of performance of the order, or by issue of Buyer's accepting Supplier's quotation, whichever occurs first. The Contract shall consist of the order, the Conditions and any documents which the order states are incorporated in the Contract to the exclusion of any other terms and conditions contained in any document issued by Supplier at any time.

2. Quality, Description and Fitness for Purpose

The supply shall be in conformity with all standards, specifications, drawings or descriptions stipulated in the Contract. The Supply shall be of satisfactory quality and free from defects in design, materials and workmanship. The Supply shall be fit for any purpose specified in the Contract, or if no purpose is specified expressly or implication, the Supply shall be fit for its normal purpose. The Supply shall conform to British and European Union legislation.

3. Inspections and Tests

Buyer, Buyers client and any representative of either shall be entitled to examine progress of work under the Contract (wherever such work may be located) at any time during normal working hours, and to carry out and/or witness such inspections and tests as may be required under the Contract. Neither the carrying out of witnessing of, nor failure to carry out or witness any such examination, inspection or test shall relieve Supplier from any responsibility or liability.

4. Variations/Changes

- 4.1 Buyer shall be entitled by notice to Supplier in writing at any time or times prior to completion of the Supply to instruct Supplier to make changes to the quantities, specifications and/or timing of all or part of the Supply. Supplier shall implement any such change upon receipt of Buyers written instruction, and any such change shall not invalidate the Contract. If any such change affects the cost to Supplier of performing the contract and/or the time necessary for performance a reasonable adjustment to the Order price and/or time for performance shall be made.
- 4.2 Supplier shall notify Buyer in writing within 7 working days from the time Supplier becomes aware (or ought reasonably to have become aware) of any matter which supplier considers may entitle it to adjustment of the Order price and/or completion date. Failure so to notify Buyer shall constitute a waiver by supplier of any entitlement which may otherwise have existed in respect of the matter concerned.
- 4.3 Any variations or change instructed by Buyer in accordance with clause 4.1 or notified by Supplier in accordance with clause 4.2 if agreed by Buyer, shall be instructed or confirmed by issue by Buyer of an Order Variation on Buyers official purchase order form. Claims in respect of matters not so instructed or confirmed will not be accepted or valid.

5. Delivery

- 5.1 The date(s) for delivery and/or completion of the Supply shall be as specified in the Contract.
- 5.2 Supplier shall deliver the Supply during normal working hours, carriage paid and at the risk of Supplier, at the delivery point specified in the Contract. Deliveries of goods, documents and software must be accompanied by an advise note listing the delivered items in sufficient detail to permit inspection and checking by the Buyer. For goods deliveries, no responsibility for payment will be accepted by Buyer unless a delivery note has been signed by an authorised representative of Buyer.
- 5.3 If the Supply (including packaging and any certification or documentation stipulated in the Contract) does not comply with any requirement of the Contract, including but not limited to quantity, quality or description, Buyer shall be entitled to reject the supply in whole or part, notwithstanding signature by Buyer of any delivery advise note. Any acceptance of such Supply by Buyer shall be without prejudice to any rights that Buyer may have against Supplier. Buyer shall be entitled to reject Supply delivered in advance of any earliest date for delivery stipulated in the Order. Buyer shall be entitled to reject any part delivery unless the Order

specifically permits part-deliveries. Buyer shall be entitled to return any rejected Supply to Supplier at Supplier's expense and risk, or to give Supplier notice to collect such rejected Supply. Risk in rejected Supply shall revert to Supplier when Buyer gives Supplier notice of rejection in writing.

6. Documentation

6.1 All correspondence, advice notes, invoices and other documentation shall be sent to the address specified in the Order and shall be clearly marked with Buyers Order Number and Suppliers name.

6.2 Any documentation to be delivered by Supplier under the Contract, including but not limited to drawings, test certificates, material certificates, inspection certificates, type approval certificates, certificates of conformity, and instruction manuals shall be delivered to the address and at the time specified in the Contract, or if no address or time specified shall be delivered with the goods to which they related.

7. Prices and Rates

Prices and rates stated in the Contract are firm, fixed and valid for the duration of the Contract and are deemed to include for everything necessary to carry out the Contract.

8. Payment

8.1 Unless stated otherwise in the Contract invoices shall be submitted by Supplier only when delivery (including any documentation and certification specified in the Contract) is complete. Except to the extent that the Order may specify part-deliveries, the payment period for any part-delivery shall not commence until delivery is complete, if an earliest date for delivery is stipulated in the Order, earlier delivery shall not entitle Supplier to earlier payment.

8.2 Payment shall be made in accordance with agreed payment terms as stated on the order with the supplier and such that a correct invoice in accordance with the Contract is received by Buyer.

9. Property and Risk

Property in the Supply shall pass to Buyer when the Supply is delivered to Buyer, except that if any part of the price is payable before delivery, properly in all goods and material allocated to the contract and all documents and software produced pursuant to the Contract shall pass to Buyer as soon as Buyer makes the initial payment. Supplier shall mark such items as the property of the Buyer but they shall be at Suppliers risk until delivery.

10. Defects

Should any defects in design, materials or workmanship become evident in the Supply within the period stated in Order (or if no period is stated, within 12 months after completion of deliver). Buyer may call upon Supplier to make good such defect by repair or replacement at Buyers option, carriage paid and free of charge. The same provisions shall apply to any rectified or replacement Supply from the time of completion of rectification or replacement. The provisions of this clause shall be in addition to and not in substitution for, Buyers legal rights and remedies in respect of any defects in the Supply.

11.1 Ownership and Use of Designs, Tools, Patterns etc

All drawings, designs, documents, software, tools and patterns made available by or through Buyer or Supplier, or originally created or developed by Supplier under the Contract shall remain and become the property of the Buyer and shall not be disclosed or delivered to any other person, firm or entity or used by Supplier other than for performing the Contract, and shall be returned or delivered to Buyer upon completion or termination of the Contract unless otherwise instructed in writing by Buyer.

11.2 Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonable necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

12. Intellectual Property Rights and Patents

Supplier shall indemnify Buyer against all costs, claims, proceedings or demands in respect of any infringement or claimed infringement of intellectual property rights resulting from Sale or use of the Supply, including but not limited to infringement of any patent, registered design, trade mark, copyright or rights in software.

13. Indemnity

Supplier shall indemnify Buyer against all liability which buyer may incur to any other party and against all costs, expenses, claims, demands, proceedings and damages incurred by or made against Buyer by reason of any act, omission or breach of statutory duty of supplier, its employees, sub-contractors or

agents in connection with the contract, including but not limited to late delivery or completion and any defect in the Supply.

14. Termination

14.1 If supplier fails to comply with any material provision of the Contract (including without limitation date of delivery or completion) or becomes bankrupt or insolvent or has a receiving order made against it or compounds with its creditors or being a corporation commences to be wound up other than for the purpose of reconstruction or amalgamation or carries on its business under a receiver, or if any equivalent event occurs under applicable law. Buyer may terminate the Contract forthwith by written notice without prejudice to any other rights of buyer.

14.2 Buyer shall be entitled to terminate the Contract at any time in whole or in part for the convenience of Buyer. In such event Buyer's liability shall be limited to payment of a reasonable price (calculated on the same basis as the order price) for work properly carried out under the contract up to date of termination, and reimbursement of actual reasonable and substantiated direct costs properly incurred by Supplier in terminating any associated sub-orders.

15. Consequential Loss

Neither Buyer or Supplier shall be liable to the other, whether by way of indemnity, breach of contract, nor tort (including but not limited to negligence's) for loss of profit or anticipated profit, loss of contracts, loss of use or production, business interruption, or any indirect or consequential loss arising out of or in connection with the Contract.

16. Waiver

Waiver by Buyer of any specific fault or default, or failure by buyer to terminate the Contract in whole or part under clause 14.1 when a right to do so arises, shall not constitute a waiver by Buyer of any of the Conditions or other requirements of the Contract except to the extent that any such waiver is specifically granted in writing and then only in respect of the actual instance of fault or default in respect of which such a waiver is granted.

17. Pre contractual Representations

The Buyer has the right to rely on any Pre contractual Representations actual or implied that existed prior to any order placed by the Buyer with the Supplier.

18. Assignment

No right or obligation under the Contract may be assigned by Supplier in whole or part to another party without the prior written consent of Buyer.

19. Law

This contract shall be governed by the laws of England and Wales.