

PARK SHEET METAL COMPANY LIMITED
TERMS AND CONDITIONS OF PURCHASE

1. Interpretation

a) In these Conditions:

"**Company**" means Park Sheet Metal Company Limited and its successors and assigns;

"**Conditions**" means these standard terms and conditions;

"**Confidential Information**" means all information which is disclosed by one party to another however conveyed, whether before or after the date of the Contract, and would appear to a reasonable person to be confidential and which relates to the business affairs of the Disclosing Party (as defined at Condition 12.a), including (without limitation) Goods, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the Disclosing Party and all information derived from the above, together with the existence or provisions of the Contract and the negotiations relating to it;

"**Contract**" means the contract made or to be made between the Company and the Supplier for Work, which is at all times subject to these conditions;

"**Goods**" means any goods supplied or to be supplied by the Supplier to the Company (as may be described in the Order);

"**Insolvency**" means in relation to the Supplier any of the following (as relevant): the appointment of any nominee, sequestrator, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986; or the entry into any compromise or arrangement with its creditors; or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company) or the appointment of a manager or receiver to the Law of Property Act 1925 or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and "**Insolvent**" shall be construed accordingly;

"**IPRs**" means: patents, registered trade marks, registered designs, applications and rights to apply for any of those rights; unregistered trade marks, copyrights (including, where applicable, applications and rights to apply for registration of copyright and rights in computer software), topography rights, database, moral rights, know-how, Confidential Information, rights in designs and inventions; trade, business and company names, internet domain names and email addresses; the goodwill attaching to any of the above rights; and any forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"**Order**" means a written order placed by the Company with the Supplier for Work;

"**Services**" means any services supplied or to be supplied to the Company by the Supplier (as may be described in the Order);

"**Supplier**" means the person, firm or company which has offered to provide the Work; and

"**Work**" means Goods and/or Services.

- a) the words "including" and "include" and words of similar effect shall not limit the general effect of the words which precede them;
- c) words importing the singular shall include the plural and vice versa;
- d) the headings and contents page are for reference only and shall be ignored in its construction;
- e) references to a numbered condition are references to the condition so numbered; and
- f) references to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted any regulations made under it.

2. Formation

- a) All quotations and offers are made, and Orders are accepted, subject to and shall be deemed to incorporate the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including (without limitation) those which the Supplier purports to apply under any written acknowledgement of order (or any other document submitted to the Company by the Supplier), save where the Company has expressly agreed in writing to enter into a bespoke contract with the Supplier.
- b) All Orders shall be deemed to be an offer and shall only be deemed accepted by the Supplier upon the earlier of the issue of an acknowledgement of order by the Supplier or provision of the relevant Work. Any quotation given by the Supplier is given on the basis that no Contract shall come into existence until the Company confirms in writing that it accepts such quotation. All quotations are shall remain open for acceptance until the Company confirms that it either accepts or rejects the same.

- c) Any Order accepted by the Supplier may only be cancelled or varied by the Supplier with the prior written consent of the Company and on terms that the Supplier shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Company as a result of such cancellation or variation.
- d) The Company may vary or cancel the Contract in whole or in part by giving notice to the Supplier at which time the Supplier shall discontinue all work on the Contract (or, as the case may be, the relevant part) and the Company shall only pay to the Supplier such proportion of the Contract price as may be fair and reasonable having regard to the value of the work done. Notwithstanding the foregoing, variations to the terms of any Contract will only be effective if agreed in writing and signed by a duly authorised officer of the Company.

3. Provision and Quality of Work

- a) The Company is relying on the Supplier's skill and judgement in relation to the Work.
- b) In addition to the rights of the Company under any warranty or guarantee given by the Supplier in respect of the Work and without prejudice to any other Conditions including terms implied by law in favour of the Company (including, without limitation, those implied under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Sale of Goods Act 2015), the Supplier warrants to the Company that:
 - i) all Goods shall upon delivery and for a period of 12 months following the same: be new; be of satisfactory quality and conform with the quantities, descriptions, drawings, specifications, standards and stipulations contained in or annexed to the Order and any literature issued in connection with the Goods; be fit for the purpose indicated or to be reasonably inferred or as may be made known by the Company to the Supplier prior to the Contract being entered into; be so designed and manufactured as to be safe and without risk to health or property when properly used; and conform with any samples or patterns provided by the Supplier which have been accepted by the Company.
 - ii) the Services shall be carried out in accordance with the highest professional standards, by appropriately qualified and trained personnel and shall conform in all respects with all descriptions, specifications, or other requirements in or referred to in the Order or any literature issued in connection with the Services and that the Services shall be free from defects at the time of performance and for a period of 12 months following the same;
 - iii) it shall maintain all necessary licenses and consents in relation to the provision of the Work;
 - iv) the provision of the Work shall: comply with all relevant and applicable legislation (including, without limitation, the Health and Safety at Work Act 1974); and be in accordance with best practice and pass such inspections and tests as may be required by the Company. If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection; and
 - v) notwithstanding any such inspection or testing referred to above, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- c) If any of the Work fails to comply with the provisions in this Condition 3 then the Company shall be entitled to exercise its rights under Conditions 9 and 10.
- d) The Supplier consents to the Company transferring any guarantee or similar rights given by the Supplier to the Company in relation to Work supplied to any third party to whom the Company sells, hires or disposes of such Work, so that such guarantee or similar right may be enforced against the Supplier not only by the Company but also by any third party claiming through the Company.
- e) The provisions of this condition 3 shall survive any performance acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial Services provided by the Supplier.

4. Delivery

- a) Except as agreed otherwise in writing, Work will be provided as stated in the Order or, if none is stated, then within 28 days of the Order at such place and time as the Company shall nominate and, unless otherwise stipulated by the Company in the Order, only during the Company's normal business hours.

The Supplier shall arrange for carriage of the Goods to the place of delivery at its own cost (the carrier being deemed to be the Supplier's agent).

- b) The Supplier shall notify the Company of any anticipated delay in delivery of the Goods and/or performance of the Services. If the Company so requests, delivery of the Goods and/or performance of the Services shall be provided in instalments on dates specified by the Company and the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- c) Time for provision of the Work shall be of the essence. Failure by the Supplier to meet delivery dates and/or times shall entitle the Company to exercise its rights under Conditions 9 and 10.
- d) The Goods shall only be delivered once the Supplier has ensured that a duly authorised representative of the Company signs a delivery note (which shall quote the Company's order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered) to confirm delivery of the Goods but any such signature shall not be evidence that the Goods delivered comply with Condition 3.b), or are of the correct quantity.
- e) The Company shall not be deemed to have accepted the Goods until it has had 21 days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for 21 days after any latent defect in the Goods has become apparent.
- f) If, for any reason, the Company is unable to take delivery of the Goods on or after the due date for delivery, the Supplier shall (at its own cost) store or arrange for the storage of the Goods for a reasonable time and shall safeguard the Goods and take all reasonable steps to prevent their deterioration until their actual delivery.
- g) The Supplier shall ensure (at its own cost) that all Goods are properly packed so that they are delivered in perfect condition. The Company may at its sole option reject Goods which are not correctly packaged or in respect of which the delivery note does not include the requested information. The Supplier shall off-load the Goods at its own risk as directed by the Company.
- h) If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- i) If the Goods are delivered or the Services provided to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

5. Risk and Title

- a) Risk of damage to, or loss of, the Goods shall pass to the Company at the time of completion of delivery (including offloading and stacking) to the Company in accordance with Condition 4. Section 33 of the Sale of Goods Act 1979 shall not apply.
- b) Unless otherwise agreed (and without prejudice to any right of rejection which may accrue to the Company), title to Goods shall pass to the Company on the earlier of payment for the Goods or delivery of the Goods. If delivery of the Goods is postponed for any reason then title but not risk in the Goods shall pass to the Company at the date when, but for such postponement, the Goods would have been delivered.
- c) The Supplier shall provide the Services as directed by the Company but entirely at the Supplier's own risk.
- d) Where an advance payment is made by the Company, title but not risk in any components and materials purchased or allocated by the Supplier for the purpose of the Contract shall immediately vest in the Company.

6. Price and Payment

- a) The price for the Work shall be the price set out on the Order and cannot be increased. Unless otherwise agreed in writing by the Company, the price is exclusive of all value added tax but inclusive of all packaging, travel time, freight, off-loading, carriage, insurance, delivery and other charges. No extra charges shall be accepted by the Company.
- b) The Supplier shall invoice the Company for the Work upon, but separately from, despatch of the Goods to the Company or after the provision of the Services. Invoices must show the Company's order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding

balance remaining to be delivered. Where the Supplier is registered for VAT it shall issue an appropriate tax invoice.

- c) The Company shall pay for the Work on the 21st day (provided it is a working day) of the second month following the month of delivery of the Goods or performance of the Services or, if later, receipt of a valid invoice from the Supplier. Time for payment of the Contract price shall not be of the essence. Without prejudice to any other right or remedy, the Company reserves the right to set off any payment due from the Supplier to the Company against any payment due from the Company to the Supplier whether under the Contract or otherwise.
- d) The Supplier is not entitled to suspend deliveries of the Goods or provision of the Services as a result of any sums being outstanding.

7. Intellectual Property Rights

- a) The Supplier warrants that:
 - (i) it has the right to sell the Goods;
 - (ii) the Company shall at all times be entitled to use the Goods free from interference by the Supplier or a third party; and
 - (iii) the Goods are free from any charge, lien or other encumbrance.
- b) The warranties set out at Condition 7.a) are in addition to any similar rights implied by law on behalf of the Company. In the event of any claim being made or action brought or threatened against the Company in respect of infringement of IPRs of a third party as a result of ownership or use of the Goods, the Supplier shall (without prejudice to Condition 8.b)) fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company in respect of any such claim being made or such action being brought, except where the Goods are manufactured to a design supplied by the Company and such claim or action is directly and exclusively referable to such design.
- c) The IPRs in any items including (without limitation) drawings, materials, equipment, tools, dies, moulds or technical data supplied by the Company shall remain vested in and be the exclusive property of the Company and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition. The Supplier shall not dispose of or use such items other than in accordance with the Company's written instructions and shall return them to the Company once the Order has been fulfilled or cancelled.
- d) If, as a result of the Work, any IPRs are created in the Goods or any drawings, materials, equipment, tools, dies, moulds or technical data, then such IPRs shall vest in the Company. Notwithstanding the foregoing, in the event that the Supplier in any way acquires any such rights then the Supplier hereby assigns such rights in the Company.

8. Liability

- a) Nothing in these Conditions shall exclude or limit the liability of the Supplier:
 - i) for death or personal injury caused by the Supplier's negligence;
 - ii) under section 2(3) of the Consumer Protection Act 1978;
 - iii) for fraudulent misrepresentation; or
 - iv) for any other matter for which it would be illegal for the Supplier to attempt to exclude its liability.
- b) Without prejudice to the Company's rights under any condition, warranty or other term implied herein by statute or by common law or under any term of the Contract, the Supplier shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company which:
 - (i) are caused by breach of any warranty given by the Supplier to the Company in relation to the Work including (without limitation) under Conditions 3 or 7;
 - (ii) are caused by, relates to or arises from the Work or any defects therein;
 - (iii) are incurred by the Company under contracts entered into by the Company, the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations hereunder; or
 - (iv) arise directly or indirectly out of any breach by the Supplier of the Contract;and any sums expended by the Company so caused or arising shall be reimbursed to the Company by the Supplier on demand.
- c) The Supplier shall at all times during the continuance of the Contract and thereafter carry adequate insurances to cover any liability for defective or dangerous Work, and shall make the policy and

premium receipts available for inspection by the Company at any time. Any such Insurance policy shall be transferable to the Company so as to allow the Company to take benefit.

9. Termination

- a) Without prejudice to any of its other rights, the Company may immediately terminate the Contract if any of the following occurs or is likely to occur:
 - i) the Supplier is in breach of any of its obligations under the Contract which, if capable of remedy, the Supplier has not remedied within 7 days of receiving written notice from the Company;
 - ii) the Supplier is, or becomes, Insolvent; or
 - iii) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- b) The Company shall also have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier 7 days' written notice. On such termination, all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- c) All payments payable to the Company under the Contract shall become due immediately on its termination notwithstanding any other provisions of this Contract. Further, the conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10. Remedies

Without prejudice to any other right to remedy which the Company may have:

- a) if any Work is not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled (whether or not any part of the Work has been accepted by the Company) at its sole discretion to:
 - i) rescind the Order;
 - ii) reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier;
 - iii) to reject the Services (in whole or in part) on the basis that a full refund in respect of the Services so rejected shall be paid or credited immediately by the Seller;
 - iv) at the Supplier's expense either (at the Company's sole discretion) give the Supplier the opportunity remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - v) refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
 - vi) carry out, at the Supplier's expense, any work necessary to make the Goods comply with the Contract; and/or
 - vii) claim such losses (including, but not limited to, consequential loss), costs, damages, charges and expenses as incurred by the Company as a result of the Supplier's breaches of the Contract.
- b) if the Work is not provided on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
 - i) cancel the Contract in whole or in part without liability;
 - ii) refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - iii) recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Work in substitution from another supplier; and
 - iv) claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to provide the Work on the due date.

11. Force Majeure

The Company shall not be liable to the Supplier in any manner or be deemed to be in breach of the Contract because of any failure to take delivery of the Goods and/or accept performance of the Services and/or any failure to pay for Work and/or any cancellation of the Contract as a result of any cause beyond its control such as but not limited to: acts of God, governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with the Company's

own employees); power failure; inadequate performance of failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles.

12. Confidential Information

- a) Subject to Condition 12.b), for the duration of the Contract and for a period of 3 years following termination or expiry of the Contract, each party receiving Confidential Information ("**Recipient**") from the other party ("**Disclosing Party**") shall keep that information confidential and comply with this Condition. In particular, the Recipient shall:
 - i) use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under the Contract;
 - ii) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its Confidential Information; and
 - iii) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this Condition 12.
- b) The obligations of confidentiality set out in this Condition 12 shall not apply:
 - i) where the Disclosing Party has given its specific prior written consent to the disclosure;
 - ii) to Confidential Information which at the date of the Contract is, or becomes at any time after that date, within the public domain (other than as a result of a breach of this Condition 12);
 - iii) where disclosure is a requirement of any law, regulation, binding judgment, order or requirement of any court or other competent authority or regulatory body (and in each case Condition 12.c) shall then apply);
 - iv) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party (provided that such third party was not under any confidentiality obligations which prevented it from disclosing such information); and
 - v) where the information was developed by, or for, the Recipient independently of any information received under the Contract and by persons who had no access to, or knowledge of, that information.
- c) Disclosure under Condition 12.b.iii) shall (unless such notice or consultation is prohibited) only be made after prior consultation with the Disclosing Party as to the terms, content or timing of disclosure and to the person or persons and in the manner required by the law, regulator or authority, or as otherwise agreed between the Parties.

13. Anti-Bribery

- a) Each party confirms that it has, and will at all times implement, adequate procedures designed to prevent it from engaging in any activity which would constitute an offence under the Bribery Act 2010.
- b) The parties represent that, in connection with the Contract, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the parties or any third party) by or on behalf of the parties.

14. Modern Slavery and Human Trafficking

If the Supplier is required to comply with the terms of the Modern Slavery Act 2015 and/or maintain a Slavery and Human Trafficking statement, then it warrants to the Company that it shall do so and produce a copy of its Slavery and Human Trafficking statement at the Company's request.

15. Health & Safety

- a) Contractors and employees of the Supplier working at the Company's site will work at all times according to the Company's safety regulations and other rules laid down by the Company and its insurers from time to time. The Company reserves the right to refuse any such person access to its premises, and in any event such access shall only be given to the extent necessary for the performance of the Services.
- b) The Supplier shall discharge all statutory and common law duties which it may owe in respect of the safety, health and protection from injury of the person and property of the Company or its staff, and will notify the Company as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services.

- c) The Supplier shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company, either at common law or by statute and whether resulting from any default or neglect of the Supplier or of any person for whose actions the Supplier is responsible or in any other way whatsoever, in respect of injury to, or the death of, any such personnel while on the Company's premises whether or not such persons are, at the time when such personal injury or death is caused, acting in the course of their employment.

16. Data Protection

The parties shall comply with the provisions of the Data Protection Act 1998 at all times, and the EU General Data Protection Regulation 2016/679 from 25 May 2018.

17. General

- a) The failure to exercise or delay in exercising by the Company of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. Except as otherwise expressly provided in these Conditions, each of the remedies provided are cumulative and are in addition to any remedies that may be available at law including, but not limited to, the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Sale of Goods Act 2015.
- b) Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- c) The Supplier shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract without the prior written consent of the Company. The Company may assign, licence or sub-contract all or any part of its rights or obligation under the Contract without the Supplier's consent.
- d) The Conditions contain the entire agreement between the Company and the Supplier. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.
- e) If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected. If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to the greatest extent possible, achieves the parties' original commercial intention.
- f) Neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking. Notwithstanding the foregoing, nothing in these Conditions shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.
- g) No terms of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Conditions is not subject to the consent of any third party.
- h) Any notice required to be given under these Conditions shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its registered address, or as otherwise specified by the relevant party by notice in writing to the other party.
- i) These Conditions and any dispute arising out of, or in connection with, it shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions.