

## Conditions of Purchase

Energy Bolting Limited · Registered in England and Wales no. 11228792  
Registered office: Enterprise Drive, Four Ashes, Wolverhampton, WV10 7DF, United Kingdom  
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### 1. Interpretation

In these Conditions:

**“Buyer”** means Energy Bolting Limited (company number 11228792).

**“Conditions”** means these standard conditions of purchase and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

**“Contract”** means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services.

**“Delivery Address”** means the address stated on the Order or, if none is stated, the Buyer’s principal trading address.

**“Goods”** means the goods (including any instalment or part of them) described in the Order.

**“Order”** means the Buyer’s purchase order to which these Conditions apply.

**“Price”** means the price of the Goods and/or the charge for the Services.

**“Seller”** means the person, firm or company described as such in the Order.

**“Services”** means the services (if any), including any part of them, described in the Order.

**“Specification”** includes any plans, drawings, data or other information relating to, or supplied in connection with, the Goods or Services.

**“Writing”** includes email.

### 2. Basis of Purchase

- 2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, acknowledgement, correspondence or elsewhere, or implied by trade, custom, practice or course of dealing, unless specifically agreed in Writing by an authorised representative of the Buyer.
- 2.3 The Order will lapse unless accepted by the Seller in Writing within 7 days of its date, unless the Buyer otherwise agrees in Writing. If earlier, the Seller’s commencement of work on the Order or delivery of the Goods shall constitute acceptance of the Order on these Conditions.
- 2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing by an authorised representative of the Buyer.

### 3. Specifications and Quality

- 3.1 The quantity, quality and description of the Goods and Services shall, subject to these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.
- 3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer in connection with the Contract, together with all intellectual property rights in it, shall as between the Seller and the Buyer be the exclusive property of the Buyer. The Seller shall not disclose any such Specification to any third party, or use it, except as required for the Contract or to the extent it is or becomes public knowledge through no fault of the Seller.
- 3.3 The Seller shall comply with all applicable laws, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
- 3.4 The Buyer, its customers and any relevant regulatory or certification body shall, on reasonable notice, have the right to inspect and test the Goods during manufacture, processing or storage, and to access the premises and records of the Seller (or of any third party) relating to the Order. The Seller shall provide all facilities reasonably required for this.
- 3.5 No inspection, testing, approval or verification by the Buyer or its customer shall relieve the Seller of its obligation to supply conforming Goods and Services, constitute acceptance, or prevent subsequent rejection.
- 3.6 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and so informs the Seller within 10 working days of the inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

- 3.7 The Seller shall not make any change to the product, its specification, materials, manufacturing process, place of manufacture or sub-tier source without the Buyer's prior written approval. The Seller shall promptly notify the Buyer of any non-conforming product and shall not ship it without the Buyer's written concession.
- 3.8 The Goods shall be supplied with the certification required by the Order (for example, EN 10204 inspection certificates) and shall be fully traceable to their heat or cast and manufacturing records. The Seller shall retain all quality and traceability records relating to the Goods for at least 10 years from delivery, or any longer period stated in the Order, and shall make them available to the Buyer on request.
- 3.9 The Seller shall not supply counterfeit or suspect Goods or materials, and shall flow down the applicable requirements of the Order to its own sub-tier suppliers.
- 3.10 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination undamaged in the ordinary course.
- 3.11 Items delivered in excess of the quantity in the Order will not be paid for. The Buyer shall notify the Seller within 10 working days of discovering any excess but shall have no other liability for it unless the Buyer in its sole discretion agrees otherwise. The Buyer may dispose of any excess not collected by the Seller within 10 working days of notification.

#### **4. Price of the Goods and Services**

- 4.1 The Price shall be as stated in the Order and, unless otherwise stated, shall be:
  - (a) exclusive of any applicable VAT (which shall be payable by the Buyer on receipt of a valid VAT invoice); and
  - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, and of any duties, imposts or levies other than VAT.
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise) without the Buyer's prior written consent.
- 4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

#### **5. Terms of Payment**

- 5.1 The Seller may invoice the Buyer on or at any time after delivery of the Goods or completion of the Services. Each invoice shall quote the Order number.
- 5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price within 60 days of receipt of a valid invoice, unless the Goods or Services have been rejected in accordance with these Conditions.
- 5.3 The Buyer may set off against the Price any sums owed to the Buyer by the Seller.

#### **6. Delivery**

- 6.1 The Goods shall be delivered to, and the Services performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 6.2 Where the date of delivery or performance is to be specified by the Seller after the Order is placed, the Seller shall give the Buyer reasonable notice of that date.
- 6.3 Time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4 A packing note quoting the Order number, together with any certification required by the Order, must accompany each delivery or consignment and be displayed prominently.
- 6.5 If the Goods are to be delivered, or the Services performed, by instalments, the Contract shall be treated as a single contract and not severable.
- 6.6 The Buyer may reject any Goods delivered or Services performed which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect has become apparent.
- 6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted.

#### **7. Risk and Property**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery in accordance with the Contract.
- 7.2 Property in the Goods shall pass to the Buyer on delivery, unless payment is made before delivery, in which case it shall pass once payment has been made and the Goods have been appropriated to the Contract.

- 7.3 Any materials, tooling or other property supplied by the Buyer or its customer to the Seller shall remain the property of the Buyer (or its customer), be used only for the Buyer's Orders, and be returned on request. The Seller shall be responsible for its storage, safe keeping and good order, and shall insure it for its full market value against all risks, notifying the insurer of the Buyer's interest where possible.

## 8. Warranties and Liability

- 8.1 The Seller warrants to the Buyer that the Goods will:
- (a) be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed, and for use by the Buyer in the ordinary course of its business;
  - (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; and
  - (e) comply with UK REACH and, where applicable, Regulation (EC) No 1907/2006 (EU REACH).
- 8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence, and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract (including by any specified or due date), the Buyer shall be entitled:
- (a) to require the Seller to repair the Goods, or to supply replacement Goods or re-perform the Services in accordance with the Contract, within 7 days; or
  - (b) at the Buyer's sole option, and whether or not it has previously exercised its right under clause 8.3(a), to treat the Contract as discharged by the Seller's breach and require repayment of any part of the Price which has been paid, and require the Seller to collect any Goods already supplied or, at the Seller's risk and expense, return them.
- 8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer (whether to its own customers or otherwise) as a result of or in connection with:
- (a) any breach of warranty given by the Seller in relation to the Goods or Services;
  - (b) any claim that the Goods, or their importation, use or resale, infringe the intellectual property rights of any other person, except to the extent that the claim arises from compliance with a Specification supplied by the Buyer;
  - (c) any liability under the Consumer Protection Act 1987 in respect of the Goods; and
  - (d) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods or performing the Services.
- 8.5 The Seller shall maintain adequate public and product liability insurance with a reputable insurer and shall provide evidence of it on request.
- 8.6 Neither party shall be liable to the other or be in breach of the Contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was beyond that party's reasonable control, including act of God, explosion, flood, tempest or fire; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, prohibitions or measures of any governmental, parliamentary or local authority; and import or export regulations or embargoes. If such an event affecting the Seller continues for more than 30 days, the Buyer may cancel the Order without liability.

## 9. Termination

- 9.1 The Buyer may cancel the Order in respect of all or part of the Goods and/or Services by notice to the Seller at any time before delivery or performance, in which event the Buyer's sole liability shall be to pay the Seller the Price for the cancelled Goods or Services less the Seller's net saving of cost arising from the cancellation.
- 9.2 The Buyer may terminate the Contract without liability to the Seller by notice at any time if:
- (a) the Seller suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, or enters into any arrangement or composition with its creditors;
  - (b) the Seller has a liquidator, administrator, receiver or similar officer appointed over any of its assets, or is the subject of any winding-up or bankruptcy petition, order or resolution (other than for a solvent reorganisation), or suffers any analogous event in any jurisdiction;
  - (c) the Seller ceases, or threatens to cease, to carry on business; or
  - (d) the Buyer reasonably apprehends that any of the events above is about to occur in relation to the Seller and notifies the Seller accordingly.

## 10. General

- 10.1 The Order is personal to the Seller, who shall not assign, transfer or sub-contract any of its rights or obligations under the Contract without the prior written consent of an authorised representative of the Buyer.

- 10.2 Any notice under these Conditions shall be in Writing and addressed to the other party at its registered office or principal place of business, or such other address (including email address) as that party has notified.
- 10.3 The Seller shall comply with all applicable laws relating to anti-bribery and corruption, modern slavery, sanctions and export control, and with any supplier code of conduct notified to it by the Buyer.
- 10.4 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered a waiver of any subsequent breach of the same or any other provision.
- 10.5 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 and the remainder of the provision in question shall not be affected.
- 10.6 Any reference in these Conditions to a statute or statutory provision shall be construed as a reference to it as amended, re-enacted or extended at the relevant time.
- 10.7 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 10.8 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 10.9 The Contract and any dispute arising out of or in connection with it shall be governed by English law, and the courts of England shall have exclusive jurisdiction.

