



TERMS AND CONDITIONS OF PURCHASE

Unless otherwise expressly agreed in writing and signed by an Authorised Person these are the only conditions (the “**Conditions**”) upon which TEH Ltd (registered in England and Wales under number 12287292) (“**the Company**”) is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

In these Conditions: -

“**Approved Sub-Contractor**” means any sub-contractor of the Supplier approved by the Company pursuant to Condition 2 below;

“**associated company**” means any associated company (as such company is defined in Section 449 of the Corporation Tax Act 2010) of the Company from time to time;

“**Authorised Person**” means a director of the Company or other person authorised by the Company;

“**the Contract**” means the contract for supply of the Goods and/or Services (as the case may be) to the Company formed in accordance with Condition 1(a);

“**Company’s Equipment**” means any equipment, including tools, systems, cabling or facilities, provided by the Company and used directly or indirectly in the supply of the Services;

“**Deliverables**” means all Documents, products and materials developed by the Supplier or by members of the Supplier’s Team, in relation to the Services and the Project Plan, in any form, including (without limitation) computer programs, data, reports and specifications;

“**Document**” means any document in writing including but not limited to, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

“**Goods**” means all goods and other items (or any of them) furnished or to be furnished to the Company under the Contract and any replacements and includes (without limitation) all necessary installation, handling, use, storage, disposal and instructions in respect of goods;

“**Incoterms**” means Incoterms 2010 as published by the International Chamber of Commerce as amended or replaced from time to time;

“**In-put Material**” means all Documents, information and materials provided by the Company relating to Services including (without limitation) computer programs, data, reports and specifications;

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“**Order**” means the purchase order placed by the Company for the supply of Goods and/or Services (as the case may be) on and subject to these Conditions and includes (if applicable) the Specifications and Project Plan and any other provisions specified in or attached thereto or issued pursuant thereto or incorporated therein by reference;

“**Price**” means the total price specified in the Order for the Goods and/or Services (as the case may be);

“**Project Plan**” means the detailed plan describing, in accordance with the Proposal and/or any other documentation agreed between the Company and the Supplier, inter alia the timetable, responsibilities and details of the provision of the Services.

“**Proposal**” means the materials handed to the Company supporting the Supplier’s presentation to the Company and describing how the Supplier proposes to carry out the Services;

“**Services**” means the services to be provided by the Supplier under the Contract and details of which are set out in the Project Plan and the Supplier’s obligations under the Contract;

“**Specification**” means all technical specifications, descriptions designs and drawings relating to the Goods and details (if any) relating to their manufacture and performance specified by the Company in or pursuant to the Order;

“**Supplier**” means the person, firm or company to whom the Order is addressed or such other person, firm or company who accepts the Order;

“**Supplier’s Equipment**” means any equipment, including tools, systems, cabling or facilities, provided by the Supplier or any member of the Supplier’s Team and used directly or indirectly in the supply of the Services and/or Goods which are not the subject of a separate agreement between the parties under which title passes to the Customer;

“**Supplier’s Manager**” means the Supplier’s Manager for the Services appointed under Condition 4(b)(iv); and

“**Supplier’s Team**” means the Supplier’s Manager and all employees, consultants, agents and sub-contractors (including Approved Sub-contractors) which it engages in relation to the Project and Services.

The headings are for convenience only and shall not affect construction of these Conditions.

1. EFFECT OF THESE CONDITIONS

(a) The Supplier’s commencement of performance or express or implied acceptance of the Order in any manner, or the Supplier’s use of the number of this Order in any acknowledgement shall conclusively evidence the Supplier’s agreement to the Order and its provisions on and subject to these Conditions.

(b) All terms or conditions proffered by the Supplier are hereby excluded. No variation to these Conditions shall be effective unless agreed in writing signed by an Authorised Person on behalf of the Company. Acceptance of the Supplier’s conditions of sale or any other terms inconsistent herewith shall not be implied from any act omission or series of acts or omissions on the part of the Company.

(c) All variations to these Conditions agreed at the time of placing the Order are specified on the Order. In the event of inconsistency between these Conditions and the Order, the latter shall prevail.

(d) The Order and these Conditions constitute the entire agreement of the parties and supersede all other agreements and communications between the Company and the Supplier concerning the subject matter of the Order.

(e) The Company reserves the right to require a performance guarantee from the Supplier’s ultimate holding company to be issued prior to commencement of work on the Contract or at any such time thereafter as the Company may specify.

(f) The relevant Incoterm specified on the Order shall apply to the delivery of Goods under Contracts with non-UK-resident Suppliers.

2. SUB-CONTRACTING

Save as specified in the Order, the Supplier shall not sub-contract nor assign the benefit of all or a material part of the Contract without the prior written consent of the Company and, if the Company so consents, the Supplier shall be responsible for all work done (including and not limited to any Services provided) and all Goods supplied by such Approved Sub-Contractors and any breach of these Conditions by any Approved Sub-contractor shall be deemed to be a breach of the Supplier.

3. VARIATION

(a) The Company may (at its sole option) at any time change the Specification, the Project Plan or quantity of Goods and/or the delivery date (subject to an equitable adjustment of Price), such variation to be effective only if specified on an official amendment Order issued by the Company and signed by an Authorised Person on behalf of the Company.

(b) If the Company requests a change to the Project Plan the Supplier shall within a reasonable time (and in any event no more than five working days after receipt of the Company’s request) provide an estimate to the Company of:

- the likely time required to implement the change;

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- any necessary variations to the Supplier's charges arising from the change;
 - the likely effect of the change on the Project Plan; and
 - any other impact of the change on the terms of the Contract
- (a) If the Company (at its sole option) does not wish to proceed, there will be no change to the Project Plan or the Contract
- 4. CONFORMITY WITH ORDER, QUALITY AND DESCRIPTION**
- (a) Goods shall in all respects: -
- (i) be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order;
 - (ii) be of satisfactory quality and free from defect;
 - (iii) be fit for all common purposes for which goods of the kind in question are commonly supplied and if expressly or by implication the purposes for which the Company requires the Goods have been made known to the Supplier, fit for those purposes;
 - (iv) be equal to any approved samples or patterns and comply with all Specifications;
 - (v) be adequately packed and wrapped at the Supplier's expense to protect against all risks of damage or deterioration;
 - (vi) comply with requirements set out in any and all statutes or regulations applicable to the Goods or goods of a similar type at the date of delivery; and
 - (vii) conform with all descriptions applied thereto by the Supplier or otherwise appearing in supporting literature supplied in respect of the Goods.
- (b) Where the Contract (in whole or in part) relates to the provision of Services the Supplier shall:
- (i) provide and complete the Services, and deliver the Deliverables to the Company or to any Authorised Person, in accordance with the Project Plan and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
 - (ii) meet, and time is of the essence as to, any performance dates specified in the Project Plan. If the Supplier fails to do so, the Company may (without prejudice to any other rights it may have):
 - terminate the Contract in whole or in part without liability to the Supplier;
 - refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - purchase substitute services from elsewhere;
 - hold the Supplier accountable for any loss and additional costs incurred; and
 - have all sums previously paid by the Company to the Supplier under the Contract refunded by the Supplier.
 - (iii) co-operate with the Company in all matters relating to the Project.
 - (iv) subject to prior written approval of the Company, appoint or, at the written request of the Company replace without delay:
 - the Supplier's Manager in respect of the Project Plan (or each Project Plan as the case may be) who shall have authority under the Contract contractually to bind the Supplier in all matters relating to the Services and Project Plan; and
 - any member of the Supplier's Team who shall be suitably qualified, skilled, experienced and qualified to carry out the Services.
 - (v) subject to Condition 4(b)(iv), ensure that the same person acts as the Supplier's Manager throughout the term of the Contract;
 - (vi) promptly inform the Company of the absence or anticipated absence of the Supplier's Manager or members of the Supplier's Team, and, if the Company requires, provide a suitably qualified replacement;
 - (vii) not to make any changes in the Supplier's Manager and Supplier's Team without the prior written approval of the Company;
 - (viii) ensure that the Supplier's Team use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - (ix) observe, and ensure that the Supplier's Team observe all health and safety rules and regulations and any other reasonable security

requirements that apply at any of the Company's premises and/or locations. The Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract. The Company reserves the right to refuse such persons access to the Company's premises and/or locations, which shall only be given to the extent necessary for the performance of the Services;

(x) notify the Company as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and

(xi) before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:

- the Services;
- the installation and use of the Supplier's Equipment;
- the use of In-put Material; and
- the use of all In-put Materials which existed prior to the commencement of the Contract; and the Supplier will inform the Company as soon as it becomes aware of any changes in that legislation.

(c) The Supplier shall not without the Company's prior written consent exceed quantities stated on the Order nor modify the Specification or Project Plan.

(d) The Supplier shall, prior to delivery, notify the Company giving details of Goods which are perishable or have a life expectancy of limited duration and of any circumstances likely to affect the quality of Goods and shall issue appropriate instructions as to storage, handling and use of Goods. Such details and instructions shall form part of the description of the Goods.

(e) The Supplier shall ensure that items comprised in the Goods which are hazardous or may otherwise endanger life or health are clearly identifiable from external packaging. The Supplier shall supply with the Goods warning labels and instructional material appropriate to warn persons coming into contact with the Goods of the hazards and its effects.

(f) The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other applicable legislation.

(g) The Supplier shall indemnify and keep indemnified the Company against all liability, claims, actions, costs, expenses, damages and loss (including, but without limitation, complete or partial loss of Goods, loss of profit and of any contract) whatsoever arising out of the Supplier's errors in or omissions from or failure to issue appropriate instructions and warning notices or information under Conditions 4(d) and 4(e) or otherwise fail to comply with such provisions.

(h) The Supplier shall obtain and maintain in force all licences, permits and consents required in connection with the manufacture of the Goods and/or the supply of the Goods to the Company.

5. INSPECTION AND TESTING

(a) The Company shall be entitled to inspect and/or, where applicable, test all work, facilities and records of the Supplier connected with the supply of the Goods and/or Services at any time during the period of the Contract. The Company's Authorised Person(s) may, upon reasonable notice to the Supplier, have access to monitor progress of work by the Supplier or its Approved Sub-contractors on the Contract. For such purpose the Supplier shall and shall procure that its Approved Sub-contractors shall afford to the Company's representatives reasonable facilities and assistance.

(b) Prior to delivery, the Supplier shall test Goods for conformity with the Contract. The Company relies on the Supplier's skill and judgement in assessing quality and fitness for purpose. The Supplier shall on request provide the Company free of charge with evidence and results of testing. The Company's authorised representatives may attend and observe testing of Goods.

(c) The inspection, testing or verification of work pursuant to the Contract or attendance by the Company's representatives at testing of the Goods and/or any approval of any samples of the Goods shall not constitute the Company's acceptance of Goods. No inspection, test or delay or failure to inspect or test the Goods or to discover any defect or non-compliance with Contract or approval of samples of the

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Goods by the Company shall relieve the Supplier of any of its obligations under the Contract (or diminish them) or impair any rights or remedies of the Company.

(d) The Supplier shall include the substance of this Condition 5 in all sub-contracts issued pursuant to the Contract.

6. DELIVERY AND PASSING OF TITLE

(a) Subject to Condition 6(e) time of delivery of the Goods and/or performance of the Services shall be of the essence of the Contract. The Supplier shall notify the Company forthwith of any likely delays.

(b) The Goods and/or Services (as the case may be) shall be delivered strictly in accordance with the Order. The Company reserves the right to specify delivery to the premises of a third party.

(c) The Supplier shall despatch with the Goods or under separate cover with its advice note, all certificates of conformity, instructions and other documents required to be issued pursuant to the Contract. In the absence of an advice note or in the case of default, or failure of documents to conform with the Contract the Company shall be entitled to reject the Goods.

(d) The delivery note despatched with Goods shall state: Order number, full details of the Goods (including and not limited to details of the number of packages and contents), date of despatch, name of carrier, list of other accompanying documents, and in the case of part delivery the outstanding balance remaining to be delivered.

(e) The Company shall be entitled in its absolute discretion to defer delivery without any liability for storage or other charges from the Supplier. In such case Goods shall not be invoiced until delivery has taken place.

(f) Subject to Condition 6(g) the Company shall be entitled to reject Goods found on delivery not to conform with the Contract, including as to quantity or quality, or to be damaged or defective, however slight the nonconformity, damage or defect (and Sections 15A and 30(2A) of the Sale of Goods Act 1979 shall not apply). Such Goods may be returned to the Supplier within a reasonable time after delivery at the Supplier's risk and expense and shall be deemed not to have been delivered under the Contract. The Supplier shall promptly (at the Company's sole option) either supply replacements for rejected Goods or remedy defects or damage to the Company's reasonable satisfaction. The making of payment shall not prejudice the Company's rights under this Condition.

(g) If the Goods are delivered 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.

(h) Any acceptance by the Company of Goods not in conformity with the Contract shall be without prejudice to any rights the Company may have against the Supplier whether hereunder or at law.

(i) The Supplier's failure to adhere to any provision of the Contract shall entitle the Company at its sole option at any time after the date for performance or delivery to treat the Contract as repudiated in whole or in part (without prejudice to any other rights it may have), and the Company shall not be prejudiced by any delay in exercising such option or any indulgence granted to the Supplier.

(j) The Company shall be entitled to recover from the Supplier all costs and expenses and losses whatsoever and howsoever incurred (including without limitation losses of profits and trade, costs of any necessary repair, replacement or other correction incurred) as a result of or in connection with non-conformity of the Goods with the Contract, either by equitable Price reduction, set-off or credit against any amount owed to the Supplier (whether under the Contract otherwise) as the Company may in its absolute discretion elect.

(k) If the Contract provides for delivery by instalments the Company shall be entitled to treat default in delivery of one instalment as breach of Contract entitling the Company (without prejudice to any of its other rights and remedies) to terminate the Contract and refuse delivery of further instalments. All instalment deliveries shall be invoiced separately unless otherwise specifically agreed in writing by the Company;

(l) Notwithstanding other provisions of this Condition 6, if the Goods are not delivered 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;

(ii) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(iii) recover from the Supplier any expenditure reasonably incurred by the Company and/or any associated company in obtaining the Goods in substitution from another supplier; and

(iv) claim damages for any additional costs, loss or expenses incurred by the Company and/or any associated company which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

(m) Subject to Conditions 6(f), (h), (k), and (r) and to the Company's right to reject or return Goods, title to and risk of loss or damage to the Goods shall pass to the Company immediately following off-loading of the Goods at the point of delivery specified in the Order.

(n) The Supplier shall be responsible for transport and unloading costs incidental to the Contract and shall insure Goods to their full replacement value against all risks of damage or loss prior to completion of delivery.

(o) The Supplier shall upon request provide such evidence of product liability insurance cover in respect of the Goods as the Company may reasonably require.

(p) Where Goods are retained by the Supplier pending delivery instructions, title shall pass to the Company when Goods are ready for despatch, but risk shall remain with the Supplier until delivery in accordance with the Company's instructions.

(q) Part payments for Goods made in advance of delivery are part payments of the Price and title to materials procured or manufactured by the Supplier towards performance of the Contract shall pass to the Company at the date of such payments up to the total amount thereof.

(r) The Company shall also have the right to reject the Goods as though they had not been accepted for 90 days after any latent defect in the Goods has become apparent.

7. PRICE AND PAYMENT

(a) Unless otherwise expressly drafted to the contrary in the Order, the Price shall remain fixed and binding until completion of delivery of the Goods and/or completion of the Services (as the case may be).

(b) The Price is inclusive of all packaging, carriage, insurance, freight charges and other incidental costs and expenses and exclusive of VAT. The Supplier shall not be entitled to increase the Price by reason of any variation to such costs.

(c) The Supplier shall not issue any invoice prior to the scheduled or actual delivery date (whichever is the later) of the Goods and/or completion of the Services in accordance with the Project Plan and all documents to be supplied in connection therewith under the terms of the Contract. All invoices shall specify the Order number and full details of the consignment including description, quantity and unit price of Goods delivered and/or Services provided in accordance with the Project Plan.

(d) Subject to the Company's receipt of Goods, completion of Services and receipt of Deliverables thereto (as the case may be), payment will be made in pounds sterling within 28 days from the end of the month in which the Company receives an invoice in accordance with Condition 7(c). Notwithstanding the Company's acceptance of the Goods, delivery shall not be deemed to have taken place nor shall the period for payment commence until the Company's receipt of all Documents required to be issued pursuant to the Contract. In relation to a Contract relating (in whole or part) to the provision of Services, each invoice shall set out the time spent by each individual of the Supplier's Team engaged on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

(e) Where the Company has agreed advance or progress payments the Supplier shall upon request procure the issue by its bankers of a guarantee of immediate reimbursement upon demand.

(f) Payment by the Company of any amount in or towards the Price shall not constitute the Company's admission as to the Supplier's performance of its obligations or a waiver of the Company's rights.

8. PACKAGING

Where extra charges for pallets, stillages, crates and other packaging have been agreed on the Order subject to being credited to the

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Company upon return to the Supplier, the Company's delivery note signed by any servant or agent of the Supplier shall be conclusive evidence that such packaging has been returned.

9. INTELLECTUAL PROPERTY

(a) The Supplier shall provide the Company with full details of all and any inventions, discoveries, designs, literature drawings, research materials, reports, data, materials or other information created, developed designed or otherwise produced by the Supplier in the course of or in connection with the Contract ("**Work**"). Unless otherwise expressly agreed in writing by the Company, title in and to all Works and all Intellectual Property Rights therein shall be the Company's. The Supplier shall provide to the Company the Work and such waivers and assignments as may be required to vest the Works and all Intellectual Property Rights therein in the Company and such copies of drawings, data, specifications and technical information ("**Associated Documents**") as the Company may require in order fully to exploit the Work and to obtain protection by way of registration or otherwise of the rights of the Company in the Work, together with an irrevocable royalty free licence to use the Associated Documents for whatsoever purpose.

(b) The Supplier shall not without the Company's prior written consent supply Goods and/or Services (as the case may be) incorporating any Work to any third party.

10. INDEMNITY

The Supplier shall at all times indemnify and keep indemnified in full the Company and each associated company against:

(a) all liability costs damages, loss and expenses (including legal fees and expenses) incurred by reason of any claim for infringement of any Intellectual Property Rights, or any other third party right resulting from the use, manufacture or sale of Goods, supply of Services or by the performance by the Supplier of its obligations under the Contract whether arising in contract, tort or otherwise provided that this indemnity shall not extend to liabilities to the extent that the same arise wholly and directly as a result of the Supplier's use of In-put Materials issued exclusively by the Company; and

(b) all actions, suits, claims, costs, demands, damages, expenses or other loss or liability (including legal and other professional fees and expenses), loss of property, death or injury to any person howsoever arising to the extent awarded against or incurred or paid by the Company or any associated company as a result of or in connection with any defect (including and not limited to defective workmanship, quality or materials) in or failure of the Goods and/or Services (as the case may be) to conform with the Contract or any of them or any act or omission of the Supplier or the Supplier's Team; and

(c) all indirect or consequential loss, costs, damages or expenses (including without limitation, loss of profit and trade and all legal and other professional costs) sustained by or claimed against the Company its employees or agents or associated companies or by any Company or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services (as the case may be) as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract (in whole or in part) by the Supplier or the Supplier's Team or their performance or non-performance of the Contract or any other circumstances mentioned in this Condition 10.

(d) The provisions of this Condition 10 shall survive termination of the Contract, howsoever arising.

11. PROPRIETARY INFORMATION

(a) The Supplier shall keep in strict confidence all information relating to the products, business, technology, procurement or technical requirements of the Company or of any of its associated companies (as defined above) which may come into the possession of the Supplier or the Supplier's Team in the course of carrying out the Contract and the Supplier shall not without the Company's prior written consent use the same for any purpose other than the execution of the Contract or disclose the same to any person other than on a need-to-know basis and in confidence to those of its employees and Approved Sub-contractors engaged in the execution of the Contract

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and who are bound to keep such information confidential pursuant to their contracts with the Supplier.

(b) The Supplier and the Supplier's Team shall not without the Company's written consent use the Company's name or otherwise hold itself out as associated with the Company in any advertising or publicity material or in any other manner.

(c) All In-put Materials provided by the Company to the Supplier or to the Supplier's Team shall be used solely for the purposes of the Contract and remain the property of the Company and the Supplier shall return the same without charge to the Company forthwith upon demand.

(d) Drawings, patterns or other items and drafts thereto produced by the Supplier or the Supplier's Team upon the Company's instructions pursuant to the Contract shall be used only for the purposes of the Contract. The Supplier and the Supplier's Team shall upon request supply copies of the same free of charge to the Company.

(e) The Supplier and the Supplier's Team shall forthwith upon request and in any event upon termination of the Contract return to the Company all Specifications, In-put Materials, samples, Issue Items (as defined in Condition 15) and other material whatsoever supplied by the Company to the Supplier pursuant to the Order and/or Contract and shall not keep any copies of the same.

(f) This Condition 11 shall survive termination of the Contract however arising.

12. USE OF COMPANY TRADEMARKS

(a) If and only if the Order requires the Supplier to affix any trade marks belonging to the Company and specified in the Order (the "**Trade Marks**") to the Goods and/or Services (as the case may be), the Supplier shall be permitted to and to permit the Supplier's Team performing any of the Supplier's obligations pursuant to such Order to use the Trade Marks on and subject to the terms set out in this Condition 12.

(b) The Supplier shall use the Trade Marks solely for the purpose of fulfilling the Order and strictly in accordance with any instructions issued by the Company.

(c) The Supplier shall forthwith upon request and in any event upon termination of the Contract deal in such manner as the Company may direct with any Goods and/or Services as the case may be to which the Trade Marks or any of them have been affixed.

(d) The Supplier shall not use any other trademarks belonging to the Company other than the Trade Marks.

(e) The Supplier shall include the substance of this Condition 12 in all contracts with Approved Sub-contractors relating to the Order.

13. PRODUCT LIABILITY INSURANCE

(a) The Supplier shall effect prior to delivery of the Goods and/or commencement of the Services (as the case may be) and maintain in force during the period of performance of the Contract product liability, public and employer's liability insurances with reputable insurers (in such terms as are satisfactory to the Company) which shall indemnify the Supplier against all liability of the Supplier to the Company or any other person resulting from or arising out of any defect in the Goods or any failure of the Goods and/or Services provided to comply exactly with the requirements of the Contract or the Order.

(b) The Supplier shall promptly provide to the Company on request a copy of the insurance policies and evidence of the payment up to date of all premiums.

(c) If the Supplier fails to maintain such insurances, or such insurance is cancelled, lapses, is revoked, or is not renewed, then the Company shall be entitled to cancel the Order or Contract and reject any Goods delivered and/or refuse to accept any subsequent performance of the Services which the Supplier or the Supplier's Team attempts to make under the Contract.

14. SUPPLY OF PERSONNEL

(a) All personnel provided by the Supplier for carrying out the Contract shall at all times be deemed to be in the employment of the Supplier and shall comply in all respects with site rules applicable to the Company's premises or locations.

(b) In performing its obligations under the Contract, the Supplier shall:



- (i) Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (ii) Have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with Condition 14(b)(i);
- (iii) Include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those in Condition 14(b)(i) and (ii).
- (c) The Company may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Condition 14(b).

15. MATERIALS AND TOOLING

(a) At all times whilst the Supplier has in its possession any free issue material, tooling or other equipment or materials supplied to it by the Company for performance of the Order and/or Contract ("**Issue Items**"), such Issue Items shall remain the Company's property but shall be at the Supplier's risk and the Supplier shall: -

- (i) use Issue Items economically and solely for performance of the Contract and certify to the Company incorporation of Issue Items in Goods and/or Services (as the case may be) as required by the Order;
- (ii) whilst not in use keep Issue Items separate and readily identifiable as the Company's property;
- (iii) at its own expense keep Issue Items insured for full replacement value against all usual risks and apply proceeds of such insurance for replacement of Issue Items;
- (iv) store safely, treat with due care and keep in good condition (fair wear and tear excepted) all Issue Items;
- (v) not charge by way of security for any indebtedness nor, without the Company's prior written consent, sell, hire, loan dispose of, destroy or part with possession or control of any Issue Items;
- (vi) at its own expense make good or replace all Issue Items damaged or lost; and
- (vii) forthwith upon demand from the Company yield up Issue Items to the Company or its authorised agents.

(b) The Price shall be inclusive of tooling costs incidental to the Order. That part of the Price which relates to tooling costs shall be shown separately on the invoice. Title to tooling acquired by the Supplier for the purposes of an Order ("**Tooling**") shall pass to the Company simultaneously with passing of title to Goods and the Supplier shall upon request make such tooling available for collection by the Company at any time thereafter

16. CANCELLATION

The Company shall be entitled by notice to cancel the Order in whole or in part at any time prior to formation of the Contract.

17. TERMINATION

- (a) Subject to Condition 17(b), the Company shall be entitled by notice at any time to terminate the Contract in whole or in part.
- (b) Upon termination under Condition 4, 6, 14, 17(a) 18 or 21 the Supplier shall immediately discontinue work on the Contract and shall within two months thereafter submit its claim for expenses incurred pursuant to the Contract to the extent to which the same would otherwise be an unavoidable loss to the Supplier due to the Company's termination. The Supplier shall take all reasonable steps to mitigate its loss and the Company shall not be liable for claims submitted more than two months after termination.
- (c) The Company shall be entitled forthwith upon termination pursuant to this Condition 17 or Conditions 18 or 21 to take possession of and the Supplier shall yield up to the Company all unused and undamaged materials and parts and items in the course of manufacture pursuant to the Contract subject to payment of the fair and reasonable price thereof and all Tooling and Issue Items wherever situated, and the Supplier hereby irrevocably authorises Company to enter onto its premises for such purpose.

18. INSOLVENCY

The Company may at any time by notice in writing summarily terminate the Contract or suspend delivery without compensation to the Supplier forthwith upon the occurrence of any of the following events: -

- (a) the presentation of a petition, or the convening of a meeting for the purpose of considering a resolution, for the winding up or dissolution of, the passing of any resolution for the winding up, or the making of a winding up order against or order for the dissolution of, or (where the Supplier is an individual) the presentation of a petition for or the making of a bankruptcy order against, the Supplier;
 - (b) the appointment of an administrator, the filing of documents with the court for the appointment of an administrator and the giving of a notice of intention to appoint an administrator by the Supplier, its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
 - (c) the appointment of a receiver, administrative receiver, receiver and manager, sequestrator or similar officer over all or any of the assets or undertaking of or the presentation of a petition for a receiving or an administration order, or the making of an administration order, in relation to the Supplier;
 - (d) the proposal of, application for or entry into a compromise or arrangement or voluntary arrangement, or any other scheme, composition or arrangement in satisfaction or composition of any of its debts or other arrangement for the benefit of its creditors generally, by the Supplier with any of its creditors (or any class of them) or of its members (or any class of them) or the taking of any action in relation to any of the same;
 - (e) the taking by any creditor secured or otherwise of possession of, or the levying of distress or enforcement of some other process upon, all or part of the property, assets or undertaking of the Supplier;
 - (f) the deemed inability of the Supplier to pay its debts within the meaning of Section 123 or (if the Supplier is an individual) Section 268 of the Insolvency Act 1986;
 - (g) the ceasing by the Supplier to carry on the whole or a substantial part of its business;
 - (h) the suspension of payment of debts by the Supplier or the inability or omission of the Supplier to pay its debts as they fall due; or
 - (i) the occurrence of an event or circumstance in relation to a party similar to any of those referred to in Condition 18(a) to (h) above in any jurisdiction other than England and Wales;
- such termination or suspension being without prejudice to the Company's other rights or remedies under the Contract, whether accrued before or accruing after such notice.

19. HEALTH AND SAFETY

The Supplier shall comply with all of its legal obligations in relation to health and safety in relation to the Goods and the Services and shall as a continuing obligation surviving termination or performance of the contract provide the Company with such information and assistance concerning the Goods as the Company may reasonably require to enable the Company to comply with its legal obligations in relation to health and safety in respect of the Goods (including in each case any obligations under the General Product Safety Regulations 1994 as amended or replaced from time to time).

20. NO WAIVER

No waiver of any of the Company's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Company's rights in relation to different circumstances or the recurrence of similar circumstances.

21. FORCE MAJEURE

If the Company shall be prevented from taking delivery of Goods and/or Services, issuing instructions or otherwise progressing the Contract by reason of any circumstances beyond its control including (but without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock-out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute the Company shall be entitled:

- (a) during the period of such contingency, to defer delivery of any undelivered balance of Goods and/or Services; or
- (b) to terminate the Contract in which case the provisions of Condition 17 shall apply.

22. NOTICES

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Notice under these Conditions shall be properly given if in writing and sent by first class post or facsimile to the address of the intended recipient as stated in the Order or to such address as the Company and Supplier from time to time notify to each other as their respective addresses for service and shall be deemed served in the case of postal notice, on the expiry of 48 hours from time of posting, and in the case of facsimile, on completion of transmission by the sender.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

None of the terms of the Contract are intended by the Company or the Supplier to be enforceable, by virtue of the Contracts (Rights of Third

Parties) Act 1999, by any third party who is not a party to the Contract other than associated companies of the Company.

24. CONSTRUCTION AND JURISDICTION

(a) English Law shall govern construction and operation of the Contract and the Supplier agrees to submit to the exclusive jurisdiction of the English Courts.

(b) Each of these Conditions and each paragraph thereof shall be construed as a separate condition. Should any provision hereof be found to be invalid or unenforceable then such provision shall be severed from these Conditions.

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