

PROCUREMENT DEPARTMENT OPERATING PROCEDURE CONDITIONS OF PURCHASE

OFFICIAL ORDER

The purchaser will not accept responsibility for any order unless it is issued on the Purchaser's official order form and duly signed. Any variation to the order or these conditions must be approved in writing by the Purchaser.

PDP102 DOCUMENT

Unless stated on the front of this Purchase Order, Centrax document PDP 102 "Requirements for all Suppliers of Products and Services" at latest revision (available on request) shall apply to all revisions of this Purchase Order.

DELIVERY

The Supplier must deliver the goods DDP, Newton Abbot, TQ12 4SQ UK (Incoterms 2010) unless agreed in writing with Centrax. Advice Notes are required with the goods and must clearly show the Centrax Purchase Order number. All goods are to be delivered carriage paid and at the Supplier's risk unless otherwise agreed. Goods can only be received between the hours 08:00 – 15:30 Monday – Thursday and 08:00 – 12:30 Friday unless otherwise agreed.

PACKAGING

Any necessary packaging will be supplied free of charge and will be returned if requested at the Supplier's risk and expense.

MARKING OF GOODS

Where appropriate, goods are to be marked in accordance with the Purchaser's instructions.

INSPECTION

Duly accredited representatives of the Purchaser shall be allowed to inspect the goods ordered at any stage of manufacture. Any goods delivered which are found to be faulty will be returned to the Supplier for credit or replacement at the Supplier's expense. Inspection Release Notes and/or any Certificates must accompany all goods where applicable.

PAYMENT

It is company policy to require a statement of account as well as an invoice in order to make payments.

PATENTS, ETC.

The Supplier shall indemnify the Purchaser against any loss, costs, expenses or damages suffered by the Purchaser as a result of any infringement of any British or Overseas Patent, Registered Design, Trade mark or Trade Name, arising out of the use of the goods.

DESIGN

All drawings supplied by the Purchaser are copyright and are not to be reproduced nor any parts to be made from these drawings for sale to a third party.

INDEMNITY

(i) The Supplier shall accept full responsibility for injury to any persons or damage to property in the course of carrying out the order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default on the part of the supplier and shall indemnify the Purchaser from and against all claims and demands, costs and expenses of whatever kind which arise from any such accident or negligence.

(ii) The Supplier shall also indemnify the Purchaser in respect of any claims arising from personal injury to any person whatsoever and loss or damage to any property arising out of the use of the goods and attributable to defects in the design, material or work carried out on the goods by the Supplier under the order, except to the extent that the same is due to any act or neglect of the purchaser.

CANCELLATION OR SUSPENSION

The Purchaser reserves the right to cancel the order or part thereof provided payment is made for all materials specially ordered by the Supplier against the order and for the work carried out to the time of cancellation and such material and work will then become the property of the Purchaser. In the event of a complete or partial stoppage of work at the Purchaser's premises due to force majeure, fire, strike, lock-out, floods, riots, civil commotion, Government action or other cause whether or not of a like nature beyond the control of the Purchaser, deliveries may be partially or wholly suspended at the Purchaser's request during or after the continuance of such stoppage.

SAFE CUSTODY

The Supplier shall accept full responsibility for the safe custody of all jigs, tools, patterns, dies, free issue material and the like, belonging wholly or in part to the Purchaser, whilst in the Supplier's possession, custody or control.

SUB-CONTRACT

No part of this order shall be sub-let without the Purchaser's written authority.

TITLE AND RISK

Title and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser pass to Centrax at the time of delivery.

INTELLECTUAL PROPERTY

Nothing in these conditions shall give the Supplier any rights in or over any intellectual property rights belonging to Centrax and/or any relevant third party. Centrax and/or any relevant third party retains copyright and all other intellectual property rights in any plans, design drawings, computer

programs, compilations of data, specifications or other materials which it makes available to the Supplier. The Supplier shall promptly notify Centrax of any actual or threatened infringement of which it becomes aware of. The Supplier shall keep Centrax indemnified in full against all losses, damages, costs and/or expenses as a result of and/or in connection with a breach of this provision by the Supplier.

MODERN SLAVERY

The Supplier confirms that it has taken the steps necessary to ensure its business and supply chain comply with the Modern Slavery Act 2015 (MSA). In trading with Centrax (the Purchaser), the Supplier confirms that to the best of its knowledge its business and supply chain are free of slavery and human trafficking and that any incidents of slavery or human trafficking which are detected will be dealt with immediately. Any failure by the Supplier to comply with the MSA will constitute a material breach of its contractual obligations to the Purchaser.

LAW APPLICABLE

These conditions and the order shall be subject to and construed in accordance with English Law and shall only be adjudicated on in the English Courts.

J C PAYNE
Procurement Manager

C WORTLEY
Product Assurance Manager