

ENERGY MATERIALS GROUP STANDARD CONDITIONS OF PURCHASE

Applying to all Contracts of Purchase with effect from 1 January 2023 In the event of any discrepancy between these Conditions and any of the other terms or Conditions of any Contract these Conditions shall prevail.

1. Offer

This Order constitutes an offer by the Buyer which must be accepted in writing by the Seller or by the actual execution of this Order.

2. Acceptance

The act of accepting an order will result in the Seller being bound by the terms and conditions outlined below. The Seller, along with their employees, agents or representatives, will only supply Goods in accordance with these terms and conditions. If there are any discrepancies between the Seller's conditions and these Conditions, these Conditions will take precedence.

3. Quality

3.1 The Goods must meet the highest quality standards and be subject to the Buyer's approval. They must also comply with the governing specification in terms of quantity, quality, standards, and description.

3.2 The Buyer retains the right to reject any Goods that are defective or fail to meet the specified quality standard or description outlined in the Order. The Buyer may return the rejected Goods at the Seller's risk and expense.

3.3 Any Goods or materials ordered under British or International Standards must fully comply with all the terms and conditions specified by that standard or those Standards.

4. Indemnity

The Buyer will be indemnified by the Seller against the following:

(a) Loss, damage, or injury of any kind and at any time, caused to the Buyer or for which the Buyer may be liable to third parties due to defective workmanship, defective materials, or poor quality of the Goods.

(b) Claims in respect of death or injury, however caused, to any employees, agents, or sub-contractors of the Seller while in or about the Buyer's premises or other places of business.

(c) Consequential loss or damage suffered by the Buyer or for which the Buyer may be held liable as a result of the Seller's failure to perform the work or supply the Goods in accordance with the terms of the Order.

5. Delivery

5.1 The Seller shall bear all expenses related to the delivery of the Goods, which shall be made to the Buyer's works unless otherwise agreed upon by the Buyer.

5.2 The time specified for the delivery of the Goods (including any Test Certificate or Certificates) in this Order shall be considered crucial to the contract.

5.3 If the Buyer's contract with its customer is affected by force majeure, lockout, strike, or any other cause beyond the control of the Buyer, which results in cancellation, delay, interruption, or any other form of restriction, the Buyer may defer the delivery date or cancel the Order.

5.4 Unless stated otherwise in writing, the Buyer shall not be responsible for any packaging material or containers used to deliver the Goods.

5.5 The Seller must ensure that all delivery documents (including any Test Certificate or Certificates required or specified in this Order) are correctly completed and accompany the Goods. The Buyer will accept liability for the Goods only after these documents have been duly signed by an authorized representative on its behalf. If the Goods cannot be inspected at the time of delivery, the Seller's delivery documents will be signed as subject to inspection. The Buyer shall then have seven days to inspect the Goods and notify the Seller of any damage, shortfall, or discrepancy.

6. Price

6.1 The Buyer shall not accept any changes in the price unless the Seller provides reasonable written notice of the variation and obtains written approval from the Buyer before executing the Order.

6.2 The Buyer has the right to deduct any money owed by the Seller to the Buyer, for any reason, from any payment that is due or becoming due to the Seller.

7. Breach

Any breach of any term of the Order by the Seller either regarding time of delivery or otherwise shall (whether the Buyer has accepted the Goods or any part thereof or not and whether the property in the Goods has passed to the Buyer or not) entitle the Buyer at its option either to treat the Order as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.

8. Cancellation

The Buyer has the right to cancel this Order by providing written notice to the Seller at any time. In the event of cancellation, a fair and reasonable price shall be paid for any work that is in progress and has been received by the Buyer at the time of cancellation. The Seller shall not hold the Buyer liable for any losses, including consequential losses.

9. Title

All goods shall remain at the Seller's risk until delivery to the Buyer has been completed when the property in the Goods shall pass to the Buyer.

10. Assignment

10.1 The Seller shall not without the prior written consent of the Buyer assign transfer or sub-let this Contract or any part of it other than for minor details or for any part of the Goods of which the makers or suppliers are named in the Order.

10.2 The Seller shall treat this Order and all designs drawings specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Buyer's prior written consent nor infringe any copyright patent trade mark trade name or registered design vested in the Buyer.

12. Test Certificates

Where any Test Certificate is required or is stipulated for in this Order it must accompany the delivery of the Goods to which it relates. If any such certificate is not so delivered then for all purposes including the calculation of the date on which any payment is due delivery of the Goods to which the Test Certificate relates shall be deemed to have been effected on the date on which a satisfactory and complete Test Certificate is received by the Buyer