

ADEY GROUP
TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS:

1.1 In these terms and conditions (hereinafter collectively referred to as 'Conditions'):

'Adey' means Adey Innovation Limited company number 05001590.

'Adey Group' means any holding company or subsidiary of Adey.

'Buyer' means any of the Adey Group, the specific member of the Adey Group as specified in the Order.

'Contract' means any contracts made between Supplier and the Buyer for the sale and purchase of Deliverables which shall include (but not be limited to) contracts entered into between the Parties arising from the Order.

'Data Protection Legislation' (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

'Delivery Date' means delivery date as defined in clause 3.1.

'Deliverables' means any product, article or item which the Supplier sells (including part or parts of it) including those set out in the Order.

'Order' means any order (whether oral and written) for Deliverables made by a Buyer to the Supplier.

'Parties' means the Supplier and the Buyer.

'Specification' means the specification and descriptions of any Deliverables supplied or to be supplied.

'Supplier' means the person, firm, company or other entity from whom the Buyer purchases the Deliverables.

1.2 In these Conditions headings will not affect the construction of these Conditions.

1.3 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. TERMS OF ACCEPTANCE

2.1 The Supplier agrees that these Conditions shall be the exclusive basis on which any Contracts made between the Supplier and the Buyer. These Conditions shall be deemed to be incorporated in every request from the Buyer to the Supplier for a quotation, every Order and every Contract. The failure by the Buyer to object to any of the Supplier's terms and conditions shall not be deemed as the Buyer accepting such terms and conditions of the Supplier.

2.2 These Conditions shall prevail over, supersede and exclude any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acknowledgement and/or acceptance of an Order, correspondence or elsewhere.

2.3 These Conditions shall not create any agency or partnership between the Parties or any third party.

2.4 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply in any Contracts.

3. DELIVERY

3.1 Unless otherwise agreed, and where appropriate the Supplier will deliver the Deliverables to the Buyer at the address specified in the Order or where no address is specified, to the Buyer's place of business. The Supplier shall meet any delivery dates specified in the Order and where no dates are specified, such dates as may be notified by the Buyer in writing ('Delivery Date'). Time for delivery of the Deliverables shall be of the essence.

3.2 Unless otherwise stated in the Contract, the Buyer shall not be obliged to accept delivery by instalments and if the Buyer permits the Supplier to deliver by instalments, the Supplier shall ensure that such delivery is accompanied by a delivery note setting out the outstanding balance of Deliverables remaining to be delivered.

3.3 All Deliverables supplied if requested by the Buyer shall be accompanied by a delivery note in such form and containing such details as the Buyer may notify to the Supplier.

3.4 Unless otherwise stated in the Contract, the cost of delivery shall be borne by the Supplier.

3.5 The Supplier shall ensure that the Deliverables are properly packed and secured in such manner as to enable them to reach their destination in good condition.

3.6 Delivery of the Deliverables shall be completed on the completion of unloading the Deliverables at the Buyer's delivery location.

4. PRICE AND PAYMENT

4.1 The price of the Deliverables shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

4.2 The price of the Deliverables is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging, insurance and carriage of the Deliverables. No extra charges shall be effective unless agreed in writing and signed by the Buyer.

4.3 The Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Deliverables.

4.4 The Supplier may invoice the Buyer for the Deliverables on or at any time after the completion of delivery.

4.5 The Buyer shall pay the full amount of correctly rendered invoices by the third working day of the third month following the invoice date. Payment shall be made to the bank account nominated in writing by the Supplier.

4.6 The Buyer shall be entitled to assert any credit, set-off or counterclaim against the Supplier.

5. TITLE AND RISK

Subject to clause 8.2, title and risk in the Deliverables shall pass to the Buyer on completion of delivery notwithstanding any purported retention of title by the Supplier until some later date or attempt by the Supplier to transfer risk at an earlier date.

6. REMEDIES

6.1 If the Deliverables are not delivered on the Delivery Date or do not comply with the undertakings set out in clause 7, then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Deliverables:

6.1.1 to terminate the Contract;

6.1.2 to reject the Deliverables (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

6.1.3 to require the Supplier to repair or replace the rejected Deliverables, or to provide a full refund of the price of the rejected Deliverables (if paid);

6.1.4 to refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make;

6.1.5 to recover from the Supplier any costs incurred by the Buyer in obtaining substitute Deliverables from a third party; and

6.1.6 to claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2 These Conditions shall apply to any repaired or replacement Deliverables supplied by the Supplier.

7. THE DELIVERABLES

7.1 The Supplier shall ensure that the Deliverables shall:

7.1.1 correspond with their description and any applicable Specification;

7.1.2 where they are goods, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by

the Supplier or made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;

7.1.3 where they are services, be produced with best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

7.1.4 where applicable, be free from defects in design, material and workmanship and remain so for 12 months after delivery;

7.1.5 not infringe the rights of any third party including intellectual property rights;

7.1.6 not be subject to any security interest or adverse title; and/or

7.1.7 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Deliverables.

7.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

7.3 The Supplier shall, at all times in the performance of its services and production of the Deliverables, use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

7.4 The Supplier warrants that any documents relating to the Deliverables that are delivered to the Buyer are valid and that the information contained in such documents is correct. Any descriptions given by the Supplier in relation to any Deliverables supplied shall be deemed to be representations made by the Supplier and, where any such description is found to be materially wrong, the Buyer shall have the remedies set out in clauses 6.1 and 13.

7.5 The Buyer shall have the right to inspect and test the Deliverables at any time before delivery.

7.6 If following such inspection or testing the Buyer considers that the Deliverables do not conform or are unlikely to comply with the Supplier's undertakings at clauses 7.1 to 7.4, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action, at its own cost, as is necessary to ensure compliance.

7.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Deliverables and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

8. BUYER'S PROPERTY

8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, data supplied by the Buyer to the Supplier ('**Buyer Materials**') and all rights including intellectual property rights in the Buyer Materials are and shall remain the exclusive property of the Buyer or relevant Adey Group member. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.

8.2 Where intellectual property rights exist in the Deliverables, which have been created by the Supplier, or on its behalf, for the purpose of fulfilling its obligations hereunder, such intellectual property rights are hereby assigned by the Supplier to the Buyer (or any member of the Adey Group nominated in writing from time to time) or otherwise the Supplier shall procure such assignment and complete all such actions, at the Supplier's cost, as may be required by the Buyer to confirm such assignment to the Buyer or the nominated Adey Group member. Where intellectual property rights exist in the Deliverables which are not as aforesaid e.g. they have not been created by or on behalf of the Supplier for the purpose of the Supplier fulfilling its obligations hereunder,

then the Supplier shall, at its own cost, procure a license thereof or hereby licenses the same to the Buyer on a perpetual, royalty free, worldwide assignable basis free from any encumbrance.

9. INSURANCE

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract with an insured value of no less than £5,000,000.00, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. CONFIDENTIAL INFORMATION

A party ('**Receiving Party**') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party ('**Disclosing Party**'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

11. DATA PROTECTION

11.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer (and any member of the Adey Group), is the data controller and the Supplier is the data processor (Data Controller and Data Processor, together with any other defined term used in this clause 11, shall have the meanings as defined in the Data Protection Legislation).

11.3 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under these Conditions:

11.3.1 process that Personal Data only on the written instructions of the Buyer and in accordance with the Buyer's Data Processing policies and procedures, as notified to the Supplier from time to time;

11.3.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

11.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

11.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained;

11.3.5 assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject;

11.3.6 notify the Buyer without undue delay on becoming aware of a Personal Data breach; and

11.3.7 at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the Personal Data.

11.4 The Buyer does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.

11.5 The Buyer may, at any time on not less than 14 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

12. INDEMNITY

12.1 The Supplier shall keep the Buyer and/or all members of the Adey Group (the "**Indemnified Parties**") indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by any of the Indemnified Parties as a result of or in connection with:

12.1.1 any claim made against any of the Indemnified Parties for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Deliverables, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

12.1.2 any claim made against any of the Indemnified Parties by a third party arising out of, or in connection with, the supply of the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

12.1.3 any claim brought against any of the Indemnified Parties for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Deliverables;

12.1.4 any breach by the Supplier of clause 7;

12.1.5 any claim, investigation, and/or fine made and/or levied against any of the Indemnified Parties by a third party (including any government agency or regulator) arising out of, or in connection with any breach of the Supplier's obligations outlined in clause 11;

12.1.6 any breach by the Supplier of clause 14; and/or

12.1.7 any claim made against any of the Indemnified Parties by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Deliverables, to the extent that the defect in the Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This clause 12 shall survive termination of the Contract.

12.2 The Buyer's (or any of the Indemnified Parties') rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

13. TERMINATION

13.1 The Buyer shall be entitled to terminate the Contract if:

13.1.1 the Supplier commits any material breach of these Conditions; and/or

13.1.2 the Supplier commits any act of bankruptcy or has a receiver or administration receiver appointed over the whole or any part of its assets or if an order is made or resolution passed for the winding up of the Supplier or its business or the Supplier becomes subject to an administration order or enters into a voluntary arrangement with its creditors or the Supplier is the subject of any equivalent event or proceeding under the laws of any jurisdiction; and/or

13.1.3 the Buyer reasonably apprehends that any of the events mentioned in clause 13.1.2 is about to occur in relation to the Supplier and notified the Supplier accordingly.

13.2 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. COMPLIANCE

14.1 The Supplier shall, at all times, in its dealings with the Buyer and any third party with whom it deals in relation to this Contract, comply with:

14.1.1 The Bribery Act 2010;

14.1.2 the Buyer's Ethics Policy, a copy of which may be found at the Buyer's website or shall be provided to the Supplier on request; and

14.1.3 all other applicable competition laws and regulations.

14.2 The Supplier will not, through any act or omission, cause the Buyer to be in breach of any such laws or regulations and any breach of any such laws or regulations shall be considered a material breach of the Contract which shall, without prejudice to the Buyer's other rights and remedies, give the Buyer an immediate right to terminate this Contract.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 The Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Buyer's prior written consent.

16. NOTICES

16.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the such party's usual business address; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, 24 hours after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. SEVERANCE

17.1 If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.

17.2 If any invalid, unenforceable or illegal provision of the Contract 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.

18. WAIVER

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction.