TERMS AND CONDITIONS OF PURCHASE

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 Agreement" means these Terms and Conditions together with the terms of any applicable Purchase Order;
- 1.2 "Buyer" means on-systems limited, 615A Jubilee Road, Letchworth Garden City, Hertfordshire. SG6 1NE;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Purchase Order" means the standard Buyer document which includes or is attached to a statement of work describing the goods and/or services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier;
- 1.5 "Supplier" means the organisation or person who supplies goods and/or services to the Buyer;
- 1.6 "Supplier Personnel" means any employee or contractor supplied by the Supplier to provide services.

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Supplier pursuant to one or more Purchase Order.
- 2.2 Where it is agreed that the Supplier shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.3 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing between the parties.

3. Price and Payment

- 3.1 The price and any taxes and expenses for the goods and/or services shall be as specified in the Purchase Order, unless agreed otherwise in writing.
- 3.2 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the goods and/or services at the end of the month following the month in which the goods and/or services are supplied or in which the invoice is received, whichever is the later. In no circumstances shall the time for payment be of the essence of the Agreement.
- 3.3 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.
- 3.4 If the parties agree that the Supplier is to provide goods and/or services or resources in addition to those specified in a Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement.
- 3.5 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or services shall be fixed.

4. Warranty

- 4.1 The Supplier warrants and guarantees that all goods and materials supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every aspect suitable for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this Clause.
- 4.2 The Supplier's obligations under this Clause shall extend to any defect or non- conformity arising or manifesting itself within the manufacturers warranty period from delivery.
- 4.3 Where there is a breach of the warranty contained in this Clause by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Agreement, may require the Supplier to repair or replace the defective goods at the Supplier's risk and expense or repay the price or part of the price relating to the defect to the Buyer.
- 4.4 Items repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under this Agreement. If the Supplier refuses or fails promptly to repair or replace items when requested under this provision, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any item itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred.

5. Delivery

- 5.1 Delivery of the goods shall be made to such location as the Buyer shall direct. Any time agreed between the parties for such delivery shall be of the essence of the Agreement and the Buyer shall be entitled to cancel, without notice, the whole or any part of this Agreement if this Clause is not complied with by the Supplier.
- 5.2 Where the Buyer cancels the whole or part of the contract in accordance with Clause
  - 5.2.1 All sums payable by the Buyer in relation to the whole or part of the contract cancelled shall cease to become payable;
  - 5.2.2 All sums paid by the Buyer in relation to the whole or part of the contract cancelled shall be repaid by the Supplier immediately;
  - 5.2.3 the Buyer shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the goods and/or as a result of the cancellation of the whole or part of the contract.

6. Title

- 6.1 The Supplier warrants that it has good title to the goods and that it will transfer such title as it may have in the goods to the Buyer pursuant to Clause 6.2.
- 6.2 Title in the goods will pass to the Buyer when the goods are unconditionally appropriated (by either party or by or with the consent of either party) to this Agreement, or on delivery to the Buyer, whichever happens first.

7. Risk

- The goods will be and shall remain at the Supplier's risk until such time as they are delivered to the Buyer (or at his direction), and are found to be in accordance with the requirements of this Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance.

8. Inspection of Goods

- 8.1 The Buyer shall inspect the goods upon delivery.
- 8.2 Where goods are damaged the Buyer shall notify the Supplier. The Buyer may reject the damaged goods and the following provisions shall apply:
  - 8.2.1 the Supplier shall collect the damaged goods from the Buyer at the Supplier's expense;
  - 8.2.2 during the period between delivery of the goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged goods;
  - 8.2.3 all sums payable by the Buyer in relation to the damaged goods shall cease to become payable;
  - 8.2.4 all sums paid by the Buyer in relation to the damaged goods shall be repaid by the Supplier immediately;
  - 8.2.5 the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the goods being damaged.
- 8.3 Where there are shortages in the order the Buyer shall notify the Supplier and the following provisions shall apply:
  - 8.3.1 all sums payable by the Buyer in relation to the missing goods shall cease to become payable;
  - 8.3.2 all sums paid by the Buyer in relation to the missing goods shall be repaid by the Supplier immediately;
  - 8.3.3 the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the shortages.
- 8.4 If the Buyer so requests, the Supplier shall immediately replace damaged goods or supply goods which are missing at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or any unexecuted part of the order and the rights referred to in Clause 5.2 shall apply.
- 8.5 Where there is an excess of goods in relation to the order the Buyer may reject the excess goods by notice in writing to the Supplier and the following provisions shall apply:
  - 8.5.1 the Supplier shall collect the excess goods from the Buyer at the Supplier's expense;
  - 8.5.2 during the period between delivery of the goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess goods;
  - 8.5.3 no sum shall be due to the Supplier for the excess goods and in the event that sums are paid to the Supplier for the excess goods, the Supplier shall repay such sums to the Buyer immediately.
- 8.6 The Buyer may accept excess goods by notifying the Supplier of such acceptance and the price of the excess goods shall be payable by the Buyer.
- 8.7 The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from the Buyer.
- 8.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of goods received or that the goods are in a good condition or of the correct quality.

9. Supplier's Obligations

- 9.1 The Supplier warrants, represents and undertakes that:
- 9.1.1 all services performed under this Agreement shall be performed with all due skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry ("Best Industry Practice");
- 9.1.2 the Supplier Personnel will possess the qualifications, professional competence and experience to carry out such services in accordance with Best Industry Practice;
- 9.1.3 the services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and
- 9.1.4 it has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents and permits required of it for the performance of the services.
- 9.2 The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the services as may be requested by the Buyer from time to time.
- 9.3 The Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the services as may be appropriate or as the Buyer may require from time to time.
- 9.4 The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier Personnel.

10. Status and Liabilities

- 10.1 It is expressly understood that neither the Supplier nor the Supplier Personnel have the authority to act as agent for the Buyer or to contract on the Buyer's behalf.
- 10.2 The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.
- 10.3 The Supplier shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the services. The Supplier agrees to indemnify the Buyer in respect of any claims that may be made by the relevant authorities against the Buyer in respect of tax demands or National Insurance or similar contributions relating to the provision of the services by the Supplier.
- 10.4 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable statutes, rules and regulations in providing the services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless the Buyer from damages arising out of any failure to do so.

11. Termination

- 11.1 The Buyer may terminate this Agreement for any reason by providing 15 days prior written notice to the Supplier.
- 11.2 The Buyer may terminate this Agreement with immediate effect by providing written notice to the Supplier if:

- 11.2.1 the Supplier or the Supplier Personnel commit any material or persistent breach of this Agreement;
- 11.2.2 the Supplier fails to or refuses after written warning to procure that the Supplier Personnel provide the services properly required of them in accordance with this Agreement;
- 11.2.3 the Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 11.2.4 the Supplier ceases to carry on its business or substantially the whole of its business; or
- 11.2.5 the Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

12. Indemnity

- The Supplier agrees to indemnify the Buyer against all claims, costs and expenses which the Buyer may incur and which arise, directly or indirectly, from the Supplier's breach of any of its obligations under this Agreement.

13. Intellectual Property Rights

- All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

14. Force Majeure

- The Buyer shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

15. Relationship of Parties

- Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.

16. Assignment

- The Supplier shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Buyer.

17. Severability

- If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18. Waiver

- No failure by the Buyer to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

19. Notices

- Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20. No third parties

- Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

21. Entire Agreement

- This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

22. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

23. Quality Management

- You shall maintain an effective quality management system appropriate to the products or services provided. Certification to recognised standards (e.g. AS9100 or ISO 9001) shall be maintained where specified.

- 23.1 Documentation

    23.1.1 You shall provide all required documentation with each delivery, including where applicable:
    23.1.2 Certificate of Conformity
    23.1.3 Test or inspection reports
    23.1.4 Traceability documentation
    23.1.5 All documentation must be accurate, legible, and reference applicable specifications and revision levels.

- 23.2 Verification

    23.2.1 On Systems reserves the right to verify product conformity by inspection, test, or audit at your premises or upon receipt.
    23.2.2 Acceptance by On-Systems does not relieve you of responsibility for compliance with requirements.

- 23.3 Change Control

    23.3.1 You shall not make any changes that may affect product conformity without prior written approval from On-Systems.
    23.3.2 This includes changes to product design, materials, processes, sub-tier suppliers, or manufacturing location.

- 23.4 Nonconforming Product

    23.4.1 You shall not deliver nonconforming product without prior written approval from On Systems.
    23.4.2 Any nonconformance identified after delivery must be reported immediately.

- 23.5 Flow-Down Requirements

  23.5.1 You shall ensure that all applicable requirements are communicated to your sub-tier suppliers and that they comply with these requirements.

- 23.6 Counterfeit Parts Prevention

  23.6.1 You shall ensure that only genuine and authentic materials and components are supplied.
  23.6.2 Products shall be obtained from approved sources, and traceability shall be maintained where required.

- 23.7 Records Retention

  23.7.1 You shall retain records related to this purchase order for a minimum of ten years and make them available to On-Systems upon request.

- 23.8 Right of Access

  23.8.1 You shall grant On-Systems, its customers, and regulatory authorities access to:
  23.8.2 Relevant areas of your facilities
  23.8.3 Applicable documentation and records
  23.8.4 Your supply chain where required

- 23.9 Performance Monitoring

  23.9.1 Your performance may be monitored based on quality, delivery, and responsiveness.
  23.9.2 Failure to meet expectations may result in corrective action requests or removal from the Approved Supplier List.

- 23.10 Ethical Behaviour and Awareness

  23.10.1 You shall ensure that personnel involved in fulfilling this order:
  23.10.2 Understand their role in product conformity and safety
  23.10.3 Act in an ethical and responsible manner

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