

**Standard Terms and Conditions of Purchase****1. Interpretation**

1.1 In these Terms and Conditions

"Purchaser" means "North SP Limited (registered in England and Wales under number 1110449) having its registered office at Units 1 & 2 Belvue Business Centre, Belvue Road, Northolt, Middlesex, England, UB5 5QQ or any group, regional or subsidiary company trading as "NORTH".

"Conditions" means these standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) including any special terms and conditions agreed in Writing between the Purchaser and the Seller and incorporated within the Order

"Contract" means the contract for sale and purchase of the Goods and the supply and/or acquisition of the Services in accordance with these terms and conditions.

"Delivery Address" means the address stated on the Order

"Goods" means the goods (including any instalment of the goods or any part of them) and/or any services described in the Order

"Order" means the Purchaser's Purchase Order to which these Conditions are annexed

"Price" means the agreed price of the Goods and/or the charge for the Services

"Seller" means the person or entity so described in the Order

"Specification" includes any plans, drawings, data or other information relating to the provision of the Goods

"Writing" means a letter sent to the registered office of the Purchaser or the Seller, or an electronic communication

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended re-enacted or extended at the date stated on the Order, or any changes to such during the provision of the Goods by the Seller until the Contract is discharged

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

**2. Basis of purchase**

2.1 The Order constitutes an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to these Conditions. Any variation to the Order or these Conditions shall only be binding where such variation is expressly agreed in Writing between authorised representatives of the Purchaser and the Seller.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Purchaser or subject to which the Order is accepted or purported to be accepted by the Seller

2.3 The Order shall expire unless within 7 days of its date the Seller unconditionally accepts the Order which the Seller may do either in Writing (in which case the acceptance must also be received by the Purchaser within the said period of 7 days) or by delivering any part of the Goods or performing any Services which shall be construed as the Seller's unqualified acceptance of these Conditions. Upon expiration, the Purchaser shall have no obligations to make payment or compensate the Seller

**3. Specifications**

3.1 The quantity, quality and description of the Goods and/or Services shall subject as provided in these Conditions be as specified within the Order and/or in any applicable Specification supplied by the Purchaser to the Seller or agreed in Writing by the Purchaser. In the event of any error, discrepancy, conflict or ambiguity between any specifications and/or the terms of the Contract, the Purchaser shall instruct the Seller as to the applicable resolution at no addition to the Price

3.2 Any Specification supplied by the Purchaser to the Seller or specifically produced by the Seller for the Purchaser in connection with the Contract together with the copyright design rights or any other intellectual property rights in the Specification shall become the unencumbered and exclusive property of the Purchaser. The Seller retains no ownership or rights of licence in relation to intellectual property rights, which the Purchaser may freely share with or confer upon third parties. The Seller shall not disclose to any third party or use any such Specification except as required for the purpose of the Contract

3.3 The Seller shall comply with all applicable standards, best industry practice, regulations or other statutory and legal requirements concerning the design, manufacture, packaging, packing and delivery of the Goods and/or performance of the Services

3.4 If as a result of inspection or testing the Purchaser is not satisfied that the Goods will comply in all respects with the Contract and the Purchaser so informs the Seller within 7 days of inspection or testing the Seller shall take all such steps as are necessary to ensure compliance and delivery

3.5 The Goods shall be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier and properly packed, protected and secured so as to reach their destination in an undamaged condition

**4. Price of goods and services**

4.1 The Price of the Goods and the Services shall be as stated in the Order and unless otherwise so stated shall be:-

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice from the Supplier)

4.1.2 inclusive of all charges for packaging packing, shipping, carriage or freight insurance and delivery of the Goods to the Delivery Address and any duties, tariffs, taxes or levies other than value added tax. Goods originating from outside the United Kingdom shall be delivered to the Purchaser on a Delivery Duty Paid basis ("DDP" as defined by Incoterms 2020) and the Supplier has included for offloading the Goods at the Delivery Address stated in the Order.

4.2 No change in the Price may be permitted or become payable (whether in consequence of increased taxes, tariffs, duties, material, labour or transport costs, fluctuation in rates of currency exchange or otherwise) without the prior consent of the Purchaser in Writing

**5. Terms of payment**

5.1 The Seller shall be entitled to invoice the Purchaser on or at any time after the delivery of the Goods or performance of the Services as the case may be and each invoice shall cite the corresponding Purchase Order Number

5.2 Unless otherwise stated in the Order the Purchaser shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by the Purchaser of a valid invoice or if later after acceptance of the Goods and Services by the Purchaser

5.3 The Purchaser shall be entitled to set off against the Price (or otherwise recover as a debt) any sums payable to the Purchaser by the Seller

**6. Delivery**

6.1 The Goods shall be delivered to and the Services shall be provided at the Delivery Address on the date(s) or within the period stated within the Order in either case during the Purchaser's usual business hours excepting if for any reason the Purchaser is unable to accept delivery of the Goods on the date or within the period aforementioned the Seller shall at no charge to the Purchaser store and safeguard the Goods and shall take all reasonable steps to prevent damage to the Goods until delivery

6.2 Where the date of delivery of the Goods or of performance of the Service is to be specified after the placing of the Order the Seller shall give the Purchaser reasonable notice of the specified date

6.3 Subject to the proviso contained in 6.1 above the time of delivery of the Goods and/or performance of the Services is of the essence of the Contract

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently

6.5 If the Goods are to be delivered or the Services are to be performed by instalments the Contract will be treated as a single contract and not severable

6.6 The Purchaser shall be entitled at its discretion and on giving reasonable notice to check the progress of the Contract and for this purpose to inspect or test the Goods and any work thereon during manufacture and before delivery. The Seller shall afford the Purchaser every facility for such purpose including access to the Seller's works at all reasonable times. Any such inspection shall not relieve the Seller from any of its obligations under the Contract or from any obligations existing either at common law or by statute in that connection

6.7 The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent. Without prejudice to the generality of the foregoing in the event that the Purchaser cannot reasonably judge that the Goods accord with the Contract until such time as they have been installed or commissioned the Purchaser shall not be deemed to have accepted such Goods until the Purchaser has had a reasonable time to make such judgement following installation or commissioning of the Goods as the case may be

6.8 The Seller shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Goods and performance of the Services

6.9 The Purchaser shall not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Purchaser unless previously agreed in Writing by the Purchaser

6.10 If a dispute or difference shall arise concerning delivery of the Goods failure by the Seller to produce a delivery note signed by or on behalf of the Purchaser shall in the absence of irrefutable evidence to the contrary be conclusive evidence that the Goods were not delivered. The production of a signed delivery note shall be evidence of delivery only and shall not prejudice any rights the Purchaser may otherwise have as provided for in these Conditions

6.11 If the Goods are not delivered or the Services are not performed on the required date(s) then without prejudice to any other remedy the Purchaser shall be entitled to deduct from the Price (or otherwise recover as a debt) all costs, losses and expenses incurred (or likely to be incurred) as a consequence of the Seller's

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failure to comply. Such costs may include damages to third parties likely to be incurred by the Purchaser under its obligations under another contract to which the provision of the Goods under this Contract relates.

**7. Risk and property**

7.1 Risk of damage to or loss of the Goods shall transfer to the Purchaser only upon delivery to the Purchaser in accordance with the Contract

7.2 The title in property of the Goods shall transfer to the Purchaser upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the Purchaser when payment has been made

**8. Warranties, Liability and Insurances**

8.1 The Seller warrants to the Purchaser that the Goods:

8.1.1 shall be of good and merchantable quality and fit for any purpose known to the Seller at the time the Order is placed

8.1.2 shall be free from defects in design, materials and workmanship

8.1.3 shall comply with all relevant Specification and standards. Where the Seller is necessarily required to provide design services under this Contract, such design services shall be carried out with all reasonable skill and care as would be expected of a professionally qualified designer for such

8.1.4 shall comply with all statutory requirements and regulations relating to the sale of the Goods, their construction, fitness for purpose, safe method of operation and safety within the jurisdiction within which the Goods are to be delivered

8.2 Without prejudice to any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract then the Purchaser shall be entitled:

8.2.1 to require the Seller to remediate the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.2.2 at the Purchaser's sole discretion or option and whether or not the Purchaser has previously required the Seller to remediate the Goods or to supply any replacement Goods or Services to treat the Contract as partially discharged by the Seller's breach and require the repayment of any part of the Price which has been paid

8.3 The Seller shall without limitation save harmless and indemnify the Purchaser against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred (or likely to be incurred) or paid by the Purchaser as a result of or in connection with;

8.3.1 breach of any term, condition or warranty given under the Contract by the Seller in relation to the Goods or the Services including timely delivery

8.3.2 any claim that the Goods infringe, or their importation, use or resale infringes the patent copyright, design right, trademark or other intellectual property rights of any other party

8.3.3 any negligence, act or omission by the Seller or its employees, agents or subcontractors in provision of the Goods and/or Services

8.4 The Supplier shall guarantee the Goods for whichever is the longer of twelve (12) months from installation or twenty-four (24) months from delivery (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within sixty (60) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) immediately replace the goods without cost to the Purchaser

8.5 Without prejudice to any rights or remedies of the Purchaser the Supplier shall procure and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions in relation to Employer's Liability, Public Liability, Product Liability and Professional Indemnity for a period of 5 years following discharge of the Contract. The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium. Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

**9. Termination**

9.1 The Purchaser is entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance in which event the Purchaser's sole liability shall be to pay to the Seller the Price for the Goods or Services properly performed or delivered in respect of which the Purchaser has exercised its right of cancellation. No other compensation shall be payable to the Seller in the Purchaser's exercise of cancellation.

9.2 The Purchaser shall be entitled to terminate the Contract without any liability to the Seller by giving notice to the Seller at any time if:

9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation or administration

9.2.2 an encumbrancer or any agent of the Seller takes of any of the property or assets of the Seller

9.2.3 the Seller ceases or threatens to cease to continue business

9.2.4 the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly

**10. General**

10.1 The Contract is based upon the Purchase Order and these terms and conditions is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations (in part or in whole) under the Contract without first having obtained the Purchaser's consent in writing

10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice

10.3 No prior contrary conduct, delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right at any time.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby

10.5 The Contract does not confer any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999

10.6 The Supplier shall ensure that its personnel, agents and any sub-contractors do not disclose any information obtained by reason of the Contract which shall be treated as confidential by the Supplier except in the circumstances where such information is essentially required to be disclosed by law

10.7 In the event of any dispute arising between the parties to the Contract, each shall appoint a representative to negotiate in good faith to seek a resolution. The Parties shall consider an appropriate form of ADR. The Parties herein submit to Arbitration in accordance with the 2021 ICC (International Chamber of Commerce) Arbitration Rules. For disputes of less than US\$2 million in value exclusive of fees and expenses the ICC Expedited Procedure Provisions shall apply.

10.8 The Arbitration shall be conducted by a sole Arbitrator. The Parties shall endeavour to agree the appointment of an appropriate Arbitrator, failing which, an Arbitrator shall be appointed following the applicable ICC rules. The Place of Arbitration shall be London, United Kingdom and the language shall be English.

10.9 An enforceable Arbitrator's Award shall be conclusive, final and binding in relation to the dispute.

10.10 The law applicable to the Contract shall be subject the law of England and Wales.