

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Goods", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
- (d) **Force Majeure Event:** has the meaning given in Condition 15.
- (e) **Goods:** the goods (or any part of them) set out in the Order.
- (f) **Incoterms:** the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- (g) **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form.
- (h) **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

1.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Goods

- 2.1 The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.
- 2.2 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description in the Order and any applicable Specification;
 - (b) 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 Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
 - (c) be free from defects in design, material and workmanship;
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - (e) not infringe the rights of any third party or cause the Customer to infringe any such rights.
- 2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the purchase of the Goods by the Customer and their use for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.
- 2.4 The Customer reserves the right at any time before or after delivery to inspect and test the Goods and to inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
- 2.5 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements

- 3.1 The Supplier shall observe the highest ethical standards during the performance of its duties and obligations under the Contract. The ethical standards must also be met by those who supply to the Supplier or to which the Supplier sub-contracts work in relation to the Contract.
- 3.2 The Supplier, its suppliers and sub-contractors shall comply with all statutory and other legal requirements including those relating to the environmental impact of its business. In particular the Supplier shall comply with the international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.
- 3.3 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
- 3.4 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's Child Safeguarding policy (attached to these Conditions).
- 3.5 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand and adhere to the Customer's Anti-Bribery and Corruption policy (attached to these Conditions).
- 3.6 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
- 3.7 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier's operations.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

4.2 The Supplier shall deliver the Goods:

- (a) In accordance with clause 5.2 of the Agreement or as specified in the Order. Time shall be of the essence in respect of this Condition 4.2(a) and if the Supplier fails to comply with this time requirement the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.
- (b) to the delivery address as set out in the Order on the date or within the period stated in Condition 4.2(a) or, if different, the Order; and the delivery will be as agreed by both Customer and Supplier at the quotation time and specific in Order.
- (c) during the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of the Goods shall take place and title in the Goods will pass on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the delivery address as set out in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provision of Incoterms stated in the Order or, where Incoterms do not for any reason apply, risk in the Goods shall pass to the Customer on completion of delivery. The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until the property in them has passed. The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.

4.5 The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer. "For the

avoidance of doubt, payment will not be considered as being an acceptance of the Goods or acknowledgement of receipt by the Customer who has the right to reject the Goods and request reimbursement in case of non-compliance with the requirements of the present Contract”.

- 4.6 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.
- 4.7 The Customer shall be entitled to reject any Goods delivered which do not conform with the Contract within a reasonable time of delivery. If any Goods are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Contract. Alternatively, the Customer may cancel the Contract and claim costs and direct damages from the Supplier.
- 4.8 If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.

5. Indemnity

- 5.1 The Supplier shall keep the Customer 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 the Customer as a result of or in connection with:
- (a) breach of any warranty given by the Supplier in Condition 9;
 - (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (c) any claim made against the Customer 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 Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, 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;
 - (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save

where caused by the direct negligence of the Customer or its respective employees or agents.

6. Price and Payment

6.1 The price of the Goods shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

6.2 Unless otherwise specified in the Contract,

(a) If the Order specifies that the Supplier will arrange the freight of the Goods, the Supplier shall invoice the Customer at the moment of the shipment of the Goods at the Supplier's warehouse; or

(b) If the Order specifies that the Customer will arrange freight of the Goods, the Suppliers shall invoice the Customer in arrears from date of delivery of the Goods to the Customer or its agent.

The Customer shall pay correctly rendered invoices within 45 days from the date of invoice.

6.3 The Customer reserves the right to withhold payment or be reimbursed by Supplier in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract at the of delivery date provided that the Customer will notify the Supplier in writing of any defective or non-compliant Goods as soon as reasonably practicable after the Goods have been delivered to the Customer or its agent."

6.4 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

7. Termination

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

(a) the Supplier is in material breach of its obligations under the Contract; or

(b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or

(c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an

administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or

- (d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- (f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.5, 4.7, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. Customer's Name, Branding and Logo

The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

9. The Supplier's Warranties

The Supplier warrants to the Customer that:

- (a) it has all authorisations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;
- (b) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods to the Customer;
- (c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
- (d) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or otherwise interested in, any transaction or arrangement with the Customer.

Notwithstanding the foregoing, the Supplier does not warrant any liability whatsoever for any claims of any third parties as a result of an inadvisable use of the Goods by Customer or its agents.

10. Re-tendering

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Goods.

11. Insurance

During the term of the Contract, 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, and shall, on the Customer'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.

12. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, 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 or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13. Customer property

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

14. Notices

- 14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.
- 14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

15. Force majeure

15.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

15.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

16. General

16.1 Assignment and subcontracting:

- (a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

16.2 Severance:

- (a) 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.
- (b) 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.

16.3 Waiver and cumulative remedies:

- (a) No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
 - (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.5 Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.6 Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
- 16.7 Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).