

Terms and Conditions of Purchase

1 General

- The “**Company**” Dron & Dickson Ltd includes its successors or personal representatives. Dron & Dickson Ltd is a limited company incorporated and registered in England with Company No. 00221355 and registered at Dron & Dickson House, Cumberland Place, Whapload Road, Lowestoft, Suffolk, England, NR32 1UQ.
- The “**Supplier**” means the organisation named as Supplier in the Purchase Order.
- “**Products**” means any products to be supplied to the Company by the Supplier.
- “**Purchase Order**” means the written instruction issued by the Company to Supplier for the supply of Products or provision of Services from the Supplier.
- “**Services**” means any services to be provided by the Supplier to the Company.

The Supplier shall be deemed by accepting or performing the Purchase Order to have accepted these Conditions. No conditions appearing on or in connection with any quotation or delivery note or any other document emanating from the Supplier shall form part of the Contract unless expressly agreed by the Company in writing.

1.1 Amendments to Purchase Order

The Company may direct the Supplier by notice in writing to vary the Purchase Order and the Supplier shall carry out such variation as if such were incorporated in the Purchase Order. Any such variation may include (but shall not be restricted to) additions, omissions, substitution to the Products or Services. Where the Supplier receives any such direction from the Company which would occasion an amendment to the Purchase Order value then the Supplier shall within seven (7) days advise this in writing to that effect, stating the amount involved and shall provide such further information as the Company may request. Any such amendment shall be subject to agreement by the Company acting reasonably in accordance with the levels contained in the Purchase Order and the Supplier’s quotation. No variation in price shall take effect unless agreed in writing by the Company or otherwise expressly provided for in the Purchase Order.

2 Quality

The Products or Services shall conform in all respects with any particulars specified in the Purchase Order and be capable of the standard of performance specified in the Purchase Order. The Company or its representatives shall have the right to (i) inspect and test the materials and workmanship of the Products and (ii) monitor the progress and/or assess the outcome of the Services at all reasonable

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times and places including where practicable during manufacture and if any such inspection or test is made at the Supplier's premises, the Supplier shall furnish, without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or test. The Company reserves the right to return to the Supplier any Products delivered in error or rejected Products at the Supplier's cost and risk and/or require re-performance of defective Services at the Supplier's cost and risk.

3 **Delivery**

Performance of the Services or delivery of the Products is to be effected at the place and by the date stipulated in the Purchase Order, or if no date is stipulated then by a date separately advised and agreed between the Company and the Supplier, or in the absence of such an agreement then within a reasonable time.

4 **Delay in Delivery**

The Supplier shall immediately give notice in writing to the Company as soon as it becomes apparent that the delivery date is unlikely to be met and the Company will as soon as practicable, but without prejudice to its right under the contract, instruct the Supplier regarding the Company's requirements.

If the Supplier fails to deliver the Products or perform the Services in accordance with this condition then the Company may at its option by notice to the Supplier either release itself from any obligation to accept and pay for the Products or Services and/or cancel the Purchase Order in whole or in part. Such cancellation of a Purchase Order shall relieve the Company of its obligation to accept or pay for the Products or Services and any monies paid by the Company in respect of the same together with any losses and expenses incurred by the Company in obtaining other Products or Services in replacement shall be paid to the Company by the Supplier. When the Products have not been delivered or the Services completed by the date specified in the Purchase Order and the contract makes provision for the payment of liquidated damages for late delivery, the Supplier shall pay to the Company on demand such sums as may be specified in the Purchase Order. It is acknowledged that such sum represents a genuine pre-estimate of the loss to the Company caused by such a failure to deliver.

If any delivery of Products or performance of the Services is delayed or prevented by force majeure (i.e. circumstances beyond the reasonable control of the Company or the Supplier including, but not limited to, government intervention, war, strikes and lock-outs) such delivery or performance shall be suspended and if delivery or performance cannot be made within a time after the due date which is acceptable to the Company, the Purchase Order may be cancelled in writing in whole or in part.

5 **Delivery and Access**

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A detailed advice note must accompany the Products on delivery and only the signature of an authorised Company employee on such advice note will be accepted as proof of delivery. Signature on behalf of the Company shall not be construed as acceptance of either the quantity or quality of the Products delivered or as a waiver to any rights or remedies under the contract including the right of rejection. All advice notes must have the Company's order number marked on them and failure to do so may result in the Products not being accepted for delivery or delay in payment of the price.

6 Packaging and Labelling

Unless otherwise agreed in writing the Supplier shall be responsible for, and the price shall include the cost of suitable packing and delivery. Damage to Products not packed or unsuitably packed shall be at the Supplier's cost and no additional charge for demurrage or carriage will be accepted by the Company from the Supplier or from any other party and any such charge incurred by the Company shall be paid by the Supplier.

Products packaged in unsuitable packing material (including, but not limited to polystyrene chips and shredded paper) will be rejected. The Products shall be marked in a proper manner and in accordance with the Company's instructions and any statutory requirements and any requirements of the carriers.

7 Invoicing and Payment

Invoices are to be rendered to the Company Head Office. A separate invoice is required for each individual Purchase Order. Each invoice must quote the relevant Purchase Order number. If no Purchase Order number is quoted, the invoice may be rendered to the Supplier for proper identification and payment delayed as a result. Unless otherwise agreed in writing, payment will be made after final receipt and acceptance of the Products or Services including necessary documentation and within thirty (30) days of receipt of a correctly submitted and valid VAT invoice. The Supplier shall have no right to charge interest or any other additional sum on any amount owed by the Company.

Unless otherwise stipulated in the Purchase Order, the Supplier shall be responsible for any and all taxes that are lawfully due by the Supplier in connection with the Products supplied or Services provided to the Company, including, but not limited to, value added taxes (or equivalent), and in addition, the Supplier shall be solely responsible for all costs and expenses of import and export, customs duties, imposts, taxes and tariffs, and all other fees which may be assessed on the performance of the Purchase Order.

8 Passing of Property and Risk

The property and risk in Products shall remain with the Supplier until they are delivered in accordance with the Purchase Order, provided that where advance payments are made by the Company to the Supplier in respect of Products then title therein shall pass to the Company upon such payment but

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risk therein shall remain with the Supplier until the Products are delivered in accordance with the Purchase Order.

The Supplier shall give the Company reasonable notice of its intention to cease supply of component parts or replacements of any Products sold to the Company, to allow the Company to make alternative arrangements.

9 **Confidentiality**

All information contained in the Purchase Order or in the documents referred to therein, or other information relating to the Company's business which may come into the Supplier's possession in the course of executing the Purchase Order, shall be treated as confidential and shall not be disclosed to any party or used for advertisement, display or publication or for any other purpose without the Company's written consent. The Supplier shall ensure that where assignment or sub-contracting is authorised by the Company such provisions are incorporated therein. The Supplier shall not refer to the Company or the Purchase Order in any advertisement without the Company's prior written agreement.

10 **Assignment and Sub-contracting**

The Supplier shall not without the Company's consent in writing, assign or sub-contract the Purchase Order in whole or in part. Any assignment or sub-contracting shall not relieve the Supplier of its obligations arising under the contract.

11 **Governing Law**

The contract and all matters pertaining thereto shall be governed by the Law of England & Wales and the Supplier agrees to submit to the non-exclusive jurisdiction of these Courts.

12 **CE Marking**

The Supplier shall guarantee that Products supplied by them will conform to applicable standards. In the event that a request for Products does not meet this criterion, except where items are specified by the Company, they will hold and highlight pending Company approval and written acceptance of non-approved electrical equipment.

13 **Anti-Bribery Compliance**

The Supplier shall: comply fully with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; read and comply fully with the Company's Statement of Ethics (refer to Company website for copy); maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant laws; immediately

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report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Purchase Order; ensure that any person associated with the Supplier who is performing services or providing products in connection with this Purchase Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.

14 **WEEE Compliance**

The Supplier will insure that Products supplied will comply with European Directive 2002/96/EC. All Products covered by this directive will have the WEEE symbol marked on the equipment.

15 **ROHS Compliance**

The Supplier will ensure compliance with the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS). This came into force on the 1st July 2006, and is an article 95 single market directive. In short, it ensures that new products brought onto the market after 1st July 2006 do not contain more than an agreed amount of "black listed" chemical substances. The Supplier is bound by our terms and conditions to comply with this legislation. Note that changes in the UKs position in respect to Brexit does not change compliance to this clause.

16 **ATEX Compliance**

The Supplier must ensure that all hazardous area equipment is compliant to the ATEX directive 94/9/EC that became mandatory on 30 June 2006 except where items are specified by the Company. In the event that a request for products does not meet this criterion, the Supplier will hold and highlight pending Company approval and written acceptance of non-approved electrical equipment.