

## GLOBAL ASSOCIATES' CONDITIONS OF PURCHASE

### 1. The Supply of Services

Where the Supplier carries out any services in addition to or instead of the supply of goods or materials or the Order requires the Supplier to carry out any works on site, these conditions shall not apply. The Contract for the supply of materials/goods and services supplied therewith shall be governed by Global Associates' trading as Global Instrumentation Ltd Limited's Conditions of Sub-Contract, 2015, a copy of which is available for inspection upon application to Global Associates' trading as Global Instrumentation Ltd Limited.

### 2. Definitions

In these conditions, the term:

**"Anti-Corruption Policy"** means standards at least equivalent to those in our bribery and corruption policy and any other policy and procedure of ours in relation to corporate gifts, entertainment, and bribery issued or made available to you by us from time to time.

**"Contract"** shall mean the contract between Global and the Client together with any other terms and documents that may be incorporated or implied into the Contract.

**"Client"** shall mean any person(s) firm or company to whom Global has agreed to supply goods, materials and/or services of which the Goods comprise all or part.

**"Goods"** includes all goods covered by the Order including, without limitation to the foregoing, raw materials, processed materials, fabricated products, tools, patterns, repairs or goods of proprietary manufacture together with any variations to the Goods specified by Global.

**"Insolvent"** shall mean as defined in Section 113 of the Housing Grants, Construction and Regeneration Act, 1996.

**"Malpractice"** means any malpractice including any fraud or breach of Anti-Corruption Policy.

**"Global"** shall mean Global Associates' trading as Global Instrumentation Ltd Limited (including its successors and assignees).

**"Order"** shall mean Global's purchase order including any documents referred to therein and these conditions of purchase and, subject to clause 3(a), any amendments thereto.

**"Supplier"** shall mean the person, firm or company (including its sub-contractors, servants, agents and assignees) to whom the Order is issued.

### 3. Basis of Purchase

Unless specified by Global in writing, no additions to or modifications to the Order will be binding on Global nor will any alternative terms and/or conditions submitted by the Supplier be recognised. In the event of any conflict between any documents supplied by Global or the Supplier included in the Order, or between any such documents and these conditions then:

- a) Global's documents shall prevail over these conditions and the Supplier's documents; and
- b) these conditions shall prevail over the Supplier's documents.

### 4. Incorporation of the Provisions of the Contract

The Supplier shall have a reasonable opportunity of inspecting the Contract and shall be deemed to have had notice of all the terms and conditions of the Contract (except for details of Global's and the Client's prices). The Supplier shall be bound by and shall observe perform and comply with all the provisions of the Contract which are to be observed, performed and complied with by Global insofar as they relate to the Goods, except where the same conflicts with the terms of the Order, in which event the Order shall take precedence.

### 5. Prices

The price shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax (which shall be payable by Global subject to receipt of an appropriate VAT invoice); and inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery, off-loading and distribution of the Goods to the delivery address and any duties, imposts or levies other than Value Added Tax.

Unless otherwise specified in the Order the price is fixed and, save as provided for in this Order and without limitation to the foregoing, will not be subject to any fluctuations in costs or variations in exchange rates, or additional costs for delays or disruption and includes all non-productive and other overtime, premium time working and any other costs incurred by the Supplier. Notwithstanding any other terms of the Order Global shall be entitled to any discounts for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

## 6. Delivery Information

The place and date of the delivery of the Goods shall be that specified in the Order unless agreed otherwise between Global and the Supplier. The Supplier shall give Global at least 7 days' notice in writing of any proposed delivery and shall take into account any time constraints and local conditions which may affect delivery. A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently. If the Goods are delivered by instalments the Order will be treated as a single contract and not severable.

The Supplier shall supply Global in good time with any instruction or other information required to enable Global to accept delivery of the Goods. Global shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not the Goods are accepted by Global. Should the Supplier require any information, drawings or documents from Global to perform its obligations under the Order, the Supplier shall request the same in writing from Global within 7 days of the date of the Order.

## 7. Risk and Property

The Goods are to be at the Supplier's risk until signed for by an authorised representative of Global or, for site deliveries when authorised representatives of Global are not on site, by an official of the site authorised to receive materials for use on it. In such cases, it is a condition that the signatory must be identifiable for future reference if required. Signature indicating receipt shall not mean or imply acceptance of the Goods, which will be subject to subsequent inspection for quantity, quality and fitness and Global may return the Goods subsequently inspected and found to be defective at the Supplier's risk and expense.

Property in the Goods or any part thereof shall pass to Global on delivery or payment for the Goods whichever is the sooner. Any Goods for which Global has paid but which have not been delivered shall be identified as the property of Global and stored in safe and otherwise suitable conditions and in accordance with any instructions given by Global pending delivery. Where Global issues materials or other items free of charge to the Supplier such materials and other items shall be and remain the property of Global unless otherwise notified in writing by Global and shall be used by the Supplier solely in connection with the Order. Such materials or items will be at the Supplier's risk until they are returned to Global.

## 8. Quality System Audit

The Supplier shall, if requested by Global, undergo a quality system audit by quality assurance personnel nominated by Global within 14 days of such a request being made. The Supplier shall co-operate fully and provide the necessary facilities at no additional cost to Global whatsoever.

## 9. Guarantee

Without prejudice to any other rights Global may possess, the Supplier guarantees:

- a) the Goods for a period of 12 months from the date which the Goods are put to work and shall replace, without cost to Global, any of the Goods which shall prove defective under normal operating conditions



during this period. Any costs incurred arising out of or in connection with dismantling or replacing the Goods which are defective shall be recoverable by Global from the Supplier on a full indemnity basis.

- b) that the Goods shall conform in all respects with all statutory and local requirements, regulations, laws and/or bye-laws in force from time to time.

## 10. Indemnity, Warranties and Liability

The Supplier shall indemnify and save harmless Global against any:

- a) breach, non-observance or non-performance by the Supplier or his servants or agents of the Contract (insofar as the Contract applies to the Goods); and
- b) act, omission or default of the Supplier or its servants or agents which involves Global in any liability to the Client under the provisions of the Contract or otherwise (insofar as they relate and apply to the Goods); and
- c) claim which may be made whether under statute, common law or otherwise arising out of or in connection with the Goods by any person (including, without limitation, Global, the Client or their employees) in respect of injuries to or the death of any persons or in respect of loss or damage to property (not caused by the negligence of Global); and
- d) loss or damage resulting from any claim by any employee of the Supplier in respect of personal injury arising out of or in the course of their employment.

The Supplier warrants to Global that the Goods will:

- a) 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 time the Order is placed; and
- b) be free from defects in design, material and workmanship; and
- c) correspond with any relevant specification or sample; and
- d) comply with all statutory requirements and regulations relating to the sale of goods.

Without prejudice to any other remedy, if the Goods are not supplied in accordance with the Order then Global shall be entitled to require the Supplier to repair the Goods or to supply replacement goods in accordance with the Order within 7 days or, at Global's sole option, and whether or not Global has previously required the Supplier to repair the Goods or to supply any replacement goods, to treat the Order as discharged by the Supplier's breach and require repayment of any part of the price which has been paid. The Supplier shall indemnify Global in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Global as a result of or in connection with:

- a) breach of any warranty by the Supplier in relation to the Goods; and
- b) 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 person; and
- c) any liability under the Consumer Protection Act 1987 in respect of the goods; and
- d) any act, omission or default of the Supplier or its employees, agents or sub-contractors in supplying and delivering the Goods.

The Supplier shall not disclose to any third party or use any specification supplied by Global except to the extent that it is or becomes public knowledge through no fault of the Supplier or as required for carrying out the Order. Copyright in any specification supplied by the Supplier shall remain with the Supplier insofar as the Supplier is the owner of the same. The Supplier hereby grants Global an irrevocable royalty-free licence to use, reproduce and modify such specification and the right to grant sub-licences to any third party. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods. The Supplier shall not refuse any request by Global to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and the Supplier shall provide Global with all facilities reasonably required for inspection and testing. Such inspection and testing shall not mean or imply acceptance of the Good or in any way reduce or relieve the Supplier of its responsibilities or liabilities under these conditions for the Goods. If Global is not satisfied that the Goods will comply in all respects with the Order, the Supplier shall take such steps as are necessary to ensure compliance. The Goods shall be



marked in accordance with Global's instructions and applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

**11. Supplier's Default**

Without prejudice to any other rights or remedies to which it may be entitled, Global may terminate the Order forthwith and without liability in the event that the Supplier becomes Insolvent, is likely to become Insolvent or Global reasonably believes that the Supplier is incapable of performing any of its duties under the Order; or commits any breach of any of its obligations and fails to rectify each and every such breach within seven days of receipt of written notice from Global requiring remedy thereof.

**12. Cancellation**

Global shall be entitled to cancel the Order in respect of all or part only of the Goods by giving notice to the Supplier at any time prior to delivery in which event Global's sole liability shall be to pay to the Supplier any cost arising from the cancellation less the Supplier's net saving (if any), of the Goods in respect of which Global has exercised its right of cancellation, together with the price of the Goods not cancelled.

**13. Invoices**

Invoices are to be submitted immediately upon despatch of the Goods. Invoices shall include all necessary information reasonably required by Global to ascertain the correctness and validity of the Supplier's invoice.

**14. Payment**

The Supplier shall submit its invoice to Global once the Goods have been delivered to the delivery address (Global may at its absolute discretion agree in writing with the Supplier that the price shall be paid in instalments prior to the delivering the Goods to the delivery address). Subject to the terms of the Order and any other rights Global may possess, payment will be made by Global within 60 days from the end of the calendar month in which the Supplier's invoice is received. Notwithstanding any other provisions of the Order or the Contract, or any other rights that the Supplier may possess, if Global shall not receive payment from the Client in respect of the Goods due to the Client or any other person making payment to the Client becoming Insolvent, Global shall not be obliged to make any further payment to the Supplier whatsoever until payment in respect of the Goods is made by the Client to Global. Notwithstanding any other terms of the Order or the Contract or any other statute, the Supplier shall not be entitled to any simple or compound interest in respect of any payments or credits made by Global after the date for payment.

**15. Waiver**

No relaxation, forbearance, delay or indulgence by Global in enforcing any of the terms or conditions of the Order shall prejudice Global's rights to insist upon the strict compliance with the terms of the Order nor shall the same constitute a waiver or estoppel.

**16. Set Off**

Without prejudice to any other rights Global may possess, Global shall be entitled to set-off against any sum due under the Order or any other agreement between Global and the Supplier any sums due or which may become due from the Supplier under the terms of the Order or any other agreement; and contained in Global's bona-fide written estimate of any loss, expense, damage or other sum incurred or likely to be incurred by Global which arise out of or in connection with the Supplier's breach of this Order or such other agreement. It is hereby agreed that if Global's bona-fide estimate states that it is Global's real belief that the Supplier is in breach of the terms of the Order, or such other agreement, then this shall be conclusive evidence that the Supplier is in breach of the terms



of the Order or such other agreement until finally determined by the courts in accordance with the terms of the Order or otherwise under such other agreement.

**17. Bribery**

The Supplier will comply, and use all reasonable endeavours to ensure its representatives comply with the Anti-Corruption Policy and with all applicable anti-bribery and anti-corruption legislation. Where the Supplier has reasonable grounds to believe that there has been any Malpractice by the Supplier, any of its representatives, or by any of Global's representatives, the Supplier will promptly notify Global. Without prejudice to any other remedy Global may have, if Global have reasonable grounds to believe that the Supplier or any of its representatives have breached this clause, Global may suspend the delivery of Goods pending an investigation; and/or withhold payment of any charges falling due to the Supplier; and/or terminate the Order with immediate effect by written notice to the Supplier.

**18. General**

The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Order. 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, to have been notified pursuant to this provision to the party giving the notice. If any provision of the Order is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Order and the remainder of the provision in question shall not be affected hereby.

**19. Law**

The laws of England and Wales shall be applicable to the Order and all matters arising out of or in connection with the Order and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. Where the Contract is executed (or deemed to be executed) under seal or signed as a deed then the Order shall also take effect as if the Order had been executed under seal or signed as a deed by Global and the Supplier.

**20. Exclusion of third party rights**

Notwithstanding any other term, this agreement confers a benefit only on Global and the Supplier and only Global and the Supplier may enforce its terms.

