

Argon Electronics (UK) Ltd. Terms and conditions of purchase

1 Definitions

In these conditions: "Order" shall mean an Argon Electronics (UK) Ltd (hereafter known as "Purchaser") Purchase Order under which Goods are to be supplied and/or Services performed. "Supplier" shall mean the person, firm or company stated on the face of the Order. "Goods" shall mean all goods and articles, whether raw material or finished products, covered by the Order. "Services" shall mean all work and/or services to be performed by Supplier pursuant to the Order. Purchaser and Supplier shall also be referred to individually as a "Party" or collectively as the "Parties".

2 Acceptance Of Order

2.1 This Order shall not be binding upon Purchaser until the terms and conditions of business included herein are accepted unconditionally by Supplier in the form of a written Order acknowledgement notice or where Supplier indicates its acceptance of the these terms and conditions by commencement of work on the Order whichever event occurs first. Purchaser reserves the right to reject any acceptance notice that is received by Purchaser more than fourteen (14) working days after the date of the Order.

2.2 It is anticipated that in the acknowledgement of the Order hereunder, for administrative convenience Supplier may use standard documentation, which may refer to or purport to incorporate additional or alternative terms and conditions to those contained herein. It is expressly agreed and understood however, that notwithstanding anything to the contrary therein, any such purported additional or alternative terms and conditions shall not constitute a counter-offer, and shall have no effect whatsoever.

2.3 No amendments or variations to these Conditions of Order shall be valid unless agreed to in writing by the Parties, such agreement being evidenced on an official Order form.

3 Authority

The Purchaser shall not be liable for any Order, Order amendment or instructions to proceed unless and until authorised or confirmed on the Purchaser's printed Order or Order Amendment. The Purchasers Order or Order Amendment may be provided to the supplier either by postal service, electronic mail, facsimile transmission and any comparable means of communication.

4 Prices

Unless specifically agreed in writing on the part of Purchaser, all prices shall be as stated on the face of the Order and shall not be subjected to any form of surcharge or variation of price formula.

5 Delivery

5.1 Goods supplied against the Order must be adequately protected against damage and deterioration in transit and delivered carriage paid to the door of the Purchaser's address as identified on the face of this Order or to a destination as otherwise notified to Supplier in writing. The outer packaging thereof shall bear the Purchase Order number. Risk in the Goods shall remain with Supplier until delivered to and accepted by Purchaser at the destination specified in the Order. Unless otherwise provided in the Order all containers and packing materials supplied by Supplier

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shall be considered non-returnable and their costs of such containers and materials shall be included in the price. Where Purchaser receives Goods or Services 'unexamined' Purchaser's right subsequently to inspect and reject them if they do not comply with the Order or claim for shortage shall not be prejudiced. In the event where Goods are so rejected, then such Goods shall be returned at the Supplier's risk and expense.

5.2 Any time or period identified on the face of the Order for delivery, despatch, performance or completion by Supplier shall be of the essence of the Order. Without limitation, Purchaser shall be entitled to cancel the Order and/or claim reimbursement for all reasonable losses, costs and expenses suffered in the event:-

- (i) Supplier fails to deliver Goods or provide Services in accordance with the terms of the Order or;
- (ii) Supplier fails to make progress with the Order so as to jeopardise the purpose of the Order.

5.3 The Supplier undertakes to notify the Purchaser in writing without delay of any unavoidable change in circumstances that may lead to a delay in delivery and/or performance. Such notification shall be accompanied by a clear and detailed plan to ensure that performance of the contract is maintained and that any unavoidable delay is kept to the absolute minimum.

5.4 The Supplier shall be responsible for obtaining all export licences, permits or other UK and foreign government authorisations as necessary.

6 Subcontracting And Assigning

No part of the Order for Goods or Services shall be subcontracted by Supplier without the prior written permission of the Purchaser except insofar that it is customary in the Suppliers trade. Where Supplier does enter into a subcontract in connection with the Order, the Supplier shall remain responsible for the performance of the Order and shall not assign the Order or his right to payment hereunder without the full and express permission of Purchaser in writing.

7. Inspection

7.1 At any reasonable time during the duration of the contract Purchaser's inspector or representative and any inspector or representative of Purchaser's customer or his agent or of any government department concerned shall be entitled on Purchaser's authority to have access to Supplier's premises, and those of his subcontractors, to witness the progress, inspection or testing of the Goods and/or Services. The Supplier shall give Purchaser adequate notice of Supplier's works tests that Purchaser shall be entitled to attend as required.

7.2 Reasonable facilities shall be provided at the Supplier's cost and expense for the inspector or representative. Supplier shall provide Purchaser with such certificates as Purchaser may require. Waiver to any rights of inspection pursuant to this Clause 7 on the part of Purchaser shall not relieve the Supplier of any liability nor imply acceptance of the Goods or Services.

8 Passing Of Title

Title in the Goods and or materials being the subject matter of the Order shall pass to Purchaser upon delivery provided that any passing of title shall not prejudice Purchaser's right to reject for

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non-conformity with Order or any other rights that the Purchaser may have under the Order, and provided also that where advance or progress payments are made, title but not risk shall pass to the Purchaser as soon as such Goods or materials are allocated to the Order. All Goods or materials so allocated shall be adequately marked and recorded as being the property of Purchaser.

9 Payment

9.1 The Purchaser shall pay for goods at the end of the month following the month in which the goods are received and in which a correct invoice is received whichever is the later.

9.2 Any and all payments made shall be without prejudice to Purchaser's rights should the Goods and/or Services being the subject of this Order prove unsatisfactory or not in accordance with the Order or any additional or special instructions appearing therein.

10 Suspension

10.1 In the event of any interruption of Purchaser's business due to circumstances beyond Purchaser's reasonable control such as but not limited to act of nature, industrial dispute, fire, flood, explosion or accident which would prevent or hinder the use of the Goods or Services being the subject of this Order then Purchaser shall have the right to suspend the Order until such circumstances have ceased.

10.2 Any time expressed by Purchaser for performance of the Order shall be extended by a time period equal to that of the period of suspension. In the event of a suspension pursuant to this Clause 10 Supplier shall store the Goods or materials at no additional cost or risk to Purchaser.

11 Jigs, Tools, Test Equipment And Materials

11.1 Jigs, tools, test equipment or other materials supplied directly or indirectly by Purchaser solely for use in connection with Orders placed by Purchaser shall remain the property of Purchaser. Responsibility for establishing the fitness for purpose and their subsequent safe custody and maintenance in good condition of such jigs, tools test equipment or other materials, fair wear and tear excepted, shall rest with Supplier.

11.2 Where the Order price includes the cost of making or purchasing jigs, tools, patterns, test equipment etc., then such jigs, tools, patterns test equipment, drawings and data files required for the construction of the same etc. shall become the property of the Purchaser.

11.3 On completion of the Order or at termination of the Order, whichever is the earliest, all items supplied under this Clause 12 shall be held in safe custody and maintained in good condition by Supplier at the Supplier risk and expense until such time as disposal instructions are received from the Purchaser and disposal is completed by Supplier in full accordance with Purchaser instructions.

11.4 Any such jigs, tools, test equipment or other materials shall be used by Supplier only for performing work placed by Purchaser under this Order and shall be returned at the Supplier's risk and expense at the completion of the work unless otherwise agreed by Purchaser in writing. Surplus materials and/or scrap shall be disposed of in accordance with Purchaser's instructions.

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12 Confidentiality

12.1 Supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purposes of trade without the prior written consent of Purchaser.

12.2 Technical information, drawings, design and other data supplied by Purchaser are confidential and shall not without the prior written consent of Purchaser be disclosed to any third party and shall be used solely for the purpose of the Order.

12.3 Where drawings or other data is issued by Purchaser, Supplier shall exercise proper custody and control and return/dispose of such issued drawings or other data in accordance with the Purchaser's instructions.

13 Patent And Other Intellectual Property Rights

Where intellectual property is generated by the Supplier under the Order, then the ownership of any such Supplier generated intellectual property rights including but not limited to patents, registered designs, unregistered design rights and copyright arising from such development activity shall be transferred to Purchaser and Supplier shall co-operate in any measures necessary to make such transfer is effective as soon as any such right arises. The Supplier shall grant the Purchaser rights to use any pre-existing or background IPR that is required for the use or understanding of the Intellectual Property generated under the Order

14 Intellectual Property Indemnity

Supplier shall keep Purchaser indemnified in respect of any claim of infringement of intellectual property rights by the use or sale of any Goods or Services supplied under the Order and against all losses, expenses, costs and damages for which Purchaser may become liable or may incur in connection with any such claim.

15 Software

Where software is to be supplied hereunder Supplier warrants that Purchaser has been provided with any conditions of use or licence terms relating to such software prior to the date of the Order. In the event that such conditions or licence terms have not been provided Supplier agrees to waive their application and Supplier agrees to fully indemnify Purchaser against all losses, claims, liabilities, damages, costs and expenses arising from Purchaser's use or sale of the software in contravention of any such conditions or licence terms. Further, Supplier hereby warrants that Supplier is the owner of the copyright and other intellectual property in such software to be supplied or has a valid licence from the owner of the copyright or intellectual property to sell or sub-licence the software to Purchaser.

16 Defective Materials/Workmanship

16.1 Supplier will, at Purchaser's request and sole option remedy, repair or replace any defective Goods or Services free of charge. Supplier shall keep Purchaser indemnified in respect of all loss, damage, injury, liability, cost and expense which results during proper use directly or indirectly in whole or in part from such defective Goods and/or Services, including but not limited to the incursion of any Statutory Liability.

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16.2 Supplier shall keep Purchaser indemnified against any damage to Purchaser's property (including without limitation any materials, tools or patterns sent to the Supplier for any purpose) and against any claims relating to the death of any person, loss or injury to any person or loss or damage to the property of any person to the extent caused by Supplier's negligence or any act or omission on the part of Supplier's employees, subcontractors or agents arising out of the performance of the Order.

17 Health And Safety At Work Act 1974

In accordance with the requirements of the Health and Safety at Work Act, 1974 and any re-enactment or amendment thereof, any safety precautions required for the handling or transportation of the material covered by the Order are to be clearly indicated on each consignment.

18 Insolvency

Without prejudice to any other remedy either expressed or implied and available to Purchaser under the Order, Purchaser shall be entitled at any time by notice in writing to terminate this contract without compensation to Supplier, and to collect forthwith all material, tools and articles of any description provided to Supplier by Purchaser, in the event that:

- (i) Supplier ceases trading or becomes insolvent or makes any composition or arrangement with its creditors or has a receiver, administrative receiver or similar person appointed to it, or
- (ii) Any petition is presented for the Supplier's winding-up, or
- (iii) Supplier passes any resolution for Supplier's winding up, or
- (iv) Purchaser has reason to believe that any of the above events is about to occur and notifies Supplier accordingly.

19 Government And Other Special Conditions

Where any Governmental or other special condition is incorporated by reference on the face of the Order such Governmental or special condition shall have full force and effect as if written within these terms and conditions of purchase.

20 Security

Where a security classification appears on the face of the Order Supplier shall at all times comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by Purchaser such security aspects letter shall form an integral part of the Order.

21 Waiver

Any concession or indulgence granted to Supplier on the part of Purchaser shall not be considered as a waiver of Purchaser's rights under the Order unless specifically authorised in writing on the Purchaser's printed Order Amendment.

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22 Document Storage

Notwithstanding any copyright or other restrictive markings relating to any document, items or other media provided by Supplier, and without prejudice to any other rights of Purchaser relating thereto, Purchaser shall have the right to copy any such document, item or media, in any format, as may be reasonably required for Purchaser own internal purposes in connection with use under any document/information storage/retrieval system.

23 Directions For Invoice And Order Acknowledgements

Supplier Invoices and acknowledgements of order are to be addressed for attention of the Finance Department at the Purchaser's address shown on the purchase order. Supplier shall present separate invoices for each Order number.

24 Conformance To Specifications

Without limitation, all Goods and Services provided by Supplier shall conform as to quantity; quality and description with the particulars and/or specification identified on the face of the Order and must comply with European Union Directive 93/68/EEC dated 22nd July 1993 where applicable. Where European Union Directive 93/68/EEC dated 22nd July 1993 is applicable relevant supporting documents (Declaration of Conformity etc) shall be supplied with the Goods. Unless specifically agreed otherwise all materials to be supplied under the Order shall be of new condition. Where samples or patterns are provided by Supplier and such samples or patterns are approved by Purchaser then the Goods or Services provided by Supplier shall not be inferior in any respect to the said samples and patterns.

Suppliers must:

- (i) Notify the purchaser when any products supplied are found to be nonconforming to specification
- (ii) Obtain approval from the purchaser prior to nonconforming product disposition
- (iii) Notify the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval
- (iv) Flow down to the supply chain the applicable requirements including customer requirements

25 Progress Reports

If so required by the Purchaser the Supplier shall submit to Purchaser a regular Progress Report detailing progress towards completion of the Order. The contents and frequency of said Progress Report shall be as specified on the face of the Order form, or as otherwise agreed between Purchaser and Supplier.

26 Law And Construction

The construction validity and performance of the Order shall be governed by the Laws of England and subject to the exclusive jurisdiction of the English courts. Clause headings are for convenience only and shall not affect interpretation.

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27 Waste Electrical and Electronic Equipment (WEEE)

Where the purchase order involves the supply of electrical and electronic equipment which falls within the scope of the United Kingdom Waste Electrical and Electronic Equipment (WEEE) Regulations 2006, the Supplier shall be responsible for compliance with the said regulations including the provision of labels and the treatment, recovery and environmentally sound disposal of the equipment at the end of its life. In such event, the Purchaser shall notify the Supplier that the equipment is available for collection. The Supplier shall be responsible for shipping the equipment back to its premises and the associated shipping costs.

28 COSHH/REACH

Where any items are supplied that are classified as dangerous under Dangerous Substances Directive 67/548/EEC or Dangerous Preparations Directive 1999/45/EC a Safety Data Sheet shall be provided by the supplier. Further details may be found at <http://www.hse.gov.uk/reach/resources/reachsds.pdf>