

KAWASAKI PRECISION MACHINERY (UK) LIMITED

STANDARD TERMS & CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

In this Purchase Order the Company hereby orders and the Supplier, by accepting the Purchase Order, agrees that it will supply the Goods and/or Services specified in the Purchase Order in accordance with the following terms and conditions. Any reference to the Supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon delivered with or referred to in such, apply to the Purchase Order.

DEFINITIONS

- 1.1 In these conditions the following definitions shall apply:
- "Affiliate"** shall mean any subsidiary or holding company of the Company or any other subsidiary of such holding company. For the purposes of this definition, "holding company" shall mean the company designated as such in the Companies Act 1985, as amended by section 114, Companies Act 1989, and the Companies Act 2006, as amended by section 114, Companies Act 1989.
 - "Company"** shall mean Kawasaki Precision Machinery (UK) Limited (registered in England and Wales with company number 2633216) and its successors and permitted assigns.
 - "Delivery Address"** means the address stated on the Purchase Order for delivery of the Goods and/or Services.
 - "Goods and/or Services"** means the goods and/or services specified in the Purchase Order, including any accessories, tools, spares, consumables, in progress and services specified and as set out on the Purchase Order.
 - "Purchase Order"** means the Company's purchase order, Schedule, Blanket Order, Service Level Agreement or Contract and all amendments thereto together with any other relevant documents referred to or contained therein and these general terms and conditions and any special conditions.
 - "Price"** shall mean the price payable by the Company to the Supplier for all Services under the Purchase Order.
 - "Supplier"** shall mean the person or company so described on the face of the Purchase Order and to whom the Purchase Order is addressed.

- 1.2 In these Conditions, the following rules apply:
- Words in the singular include the plural and vice versa
 - A reference to a party includes its successors or permitted assigns;
 - A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under, under that statute or statutory provision, as amended or re-enacted; and
 - Any phrase introduced by the terms including, in particular or in any similar expression shall be construed as illustrative and shall not limit the scope of the words preceding those terms.

GENERAL CONDITIONS

2. These conditions are used in preference to and supersede any other terms and conditions referred to, offered or relied on by the Supplier whether or not stated verbally in the Purchase Order, or in any document returned, or in negotiations or any stage of dealings between the Company and the Supplier with reference to Goods and/or Services related to the Purchase Order. These conditions shall not be varied or added to except by the written agreement of the Company. These general conditions shall prevail in the event of any conflict with any special conditions or any other terms and conditions which may be stated on any order or invoice or any other document. The Company shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 2.2 This Purchase Order shall be deemed to have taken effect on the date it is accepted by the Supplier (the "Commencement Date") and shall continue in full force and effect unless otherwise terminated by the Purchase Order.
- 2.3 The Supplier shall from the Commencement Date and for the duration of the Purchase Order provide the Goods and/or Services to the Company in accordance with the terms of the Purchase Order and the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 2.4 The Supplier shall meet any performance dates for the Goods and/or Services specified in the Order or notified to the Supplier by the Company.
- 2.5 In providing the Goods and/or Services, the Supplier shall:
- cooperate with the Company in all matters relating to the Goods and/or Services, and comply with all instructions of the Company;
 - perform the delivery of the Goods and/or Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry; and the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 2.6 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.
- 2.7 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 2.8 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.
- 2.9 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

SPECIFICATION AND INSPECTION

- 3.1 The quantity, quality and specification of the Goods and/or Services shall, as specified in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Company to the Supplier or agreed in writing by the Company.
- 3.2 Any Specification supplied by the Supplier to the Company shall be subject to the Company's approval. In connection with the Purchase Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the performance of the Purchase Order.

- 3.3 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Company to inspect or test the Goods and/or Services during the production of the Purchase Order or at any time prior to delivery of the Goods and/or Services. The Supplier shall not undertake such tests without written confirmation by the named representative in the form of an amendment to this Purchase Order. The Supplier shall have no liability for any work undertaken for the purpose of inspection or testing. Notwithstanding any request or testing, the Supplier shall remain fully responsible for the quality of the Goods and/or Services and any inspection or testing by the Company shall not reduce or otherwise affect the Supplier's obligations under the Purchase Order.

- 3.4 If as a result of inspection or testing the Company is not satisfied that the Goods and/or Services will comply in all respects with the Purchase Order, and the Company is entitled to reject the Goods and/or Services, the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

PRICE AND PAYMENT

- 4.1 The price ("Price") and payments specified in the main body of this order are, unless specified elsewhere in this Purchase Order, inclusive of all costs incurred directly or indirectly by the Supplier in undertaking the Goods and/or Services including but not limited to time and materials, travelling costs and disbursements of any nature and including any applicable taxes and the cost of packing to the delivery address stated in the Purchase Order and the Price and Payments are fixed and non-negotiable.

- 4.2 Payment of any Price or payment milestone shall be subject to the Company having formally accepted the Goods and/or Services in accordance with the terms of this Purchase Order.
- 4.3 In respect of Goods and/or Services, the Supplier shall invoice the Company on or at any time after completion of delivery. The Company shall make all payments to the Supplier within 60 days (or within the time period for payment agreed between the parties from time to time) of receipt of an acceptable and valid invoice from the Supplier. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice. Payment by the Company shall not constitute an admission by the Supplier of any liability or responsibility for the performance of the Goods and/or Services. All amounts payable by the Company to the Supplier shall be subject to the Company's right to set off and deduct any amounts due to the Company from any amounts payable by the Company to the Supplier. The Company shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 4.4 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or Services and the Supplier shall allow the Company to inspect such records at all reasonable times on request.
- 4.5 The Company may, without limits or other remedies, sue by or against the Supplier against any amount payable by the Company to the Supplier under the Purchase Order.

DELIVERY & PACKING

- 5.1 The Supplier will deliver the Goods and/or Services on the date specified in the Order to the Company's premises at Emmetts Lane, Emmetts Lane, Plymouth, PL5 2SA or such other address as may be notified in writing by the Company before delivery. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 5.2 The Supplier shall not make multiple deliveries without the prior written consent of the Company. The Company may defer the date or dates for deliveries or provision of services of the Goods and/or Services and the cost of packing to the delivery address stated in the Purchase Order and the Supplier shall keep the Goods and/or Services adequately stored, protected, maintained and insured at all full replacement value at all times.

- 5.3 In the Goods and/or Services, the Supplier shall not release the Supplier from its obligations under Condition 12 hereof.
- 5.4 Where Goods and/or Services are accepted by the Company this shall not release the Supplier from its obligations under Condition 12 hereof.
- 5.5 The Goods and/or Services shall be supplied in accordance with any supplier packaging specification provided by the Company to the Supplier, clearly and legibly labelled and addressed to the Company. The type and quantity of Goods and/or Services, any special storage instructions and the outstanding balance, if any, of the Goods and/or Services remaining to be delivered and whether the Supplier delivers the Company to return any goods or materials to the Supplier shall be stated on the Supplier's invoice. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 5.6 Hazardous Goods and/or Services shall be marked with appropriate international danger symbols and the description of the Goods and/or Services clearly shown in English on the United Kingdom and International Agreements relating to the transport of dangerous goods, labelling and packaging of hazardous Goods and/or Services.
- 5.7 The terms of delivery of the Goods and/or Services is of the essence of the Purchase Order.

- 5.8 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods and/or Services, whether or not any Goods and/or Services are accepted by the Company.
- 5.9 If the Goods and/or Services are not delivered on the date then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or (if the Company has agreed to pay any part of the price in advance of delivery) to claim from the Supplier by way of liquidated damages for two (2) per cent of the Price for each week's delay, up to a maximum of ten (10) per cent of the Price.

- 5.10 The Company shall not be deemed to have accepted the Goods and/or Services until it has had seven (7) days to inspect them following delivery or collection of the goods. The Company shall also have the right to inspect the Goods and/or Services at any time after delivery. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

FORCE MAJEURE

- 6.1 If delivery is delayed by some cause totally outside the control of the Supplier, then the Supplier shall give written notice of such cause within 3 days of its occurrence. The Company may then suspend the acceptance of the Purchase Order and suspend payment of the Price until such time as the Supplier has taken all reasonable steps to remedy the delay. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

NOTICES AND DOCUMENTATION

- 7.1 Any notice or other communication required to be given to a party under or in connection with the Purchase Order shall be in writing and shall be delivered to that party or their personally or by registered post or by email or by any other means of electronic communication, or by any other means of communication (in any case) its principal place of business, or may be sent by air. Any notice or communication shall be deemed to have been duly delivered if delivered personally, or left at the address referred to above, or sent by any first-class post or recorded delivery, at 9.00 am on the second Business Day after the date of, or delivered by electronic means, on the date and at the time that the notice or communication is sent. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

RISK AND TITLE

- 8.1 Risk of damage to the Goods shall pass to the Company on completion of delivery to the Company in accordance with the Purchase Order.
- 8.2 When the Purchase Order price is not payable by instalments, title in such Goods shall pass to the Company on whichever shall first occur of (a) delivery to the Company or (b) payment of the purchase price. The Supplier shall remain responsible for all risks of loss or damage of any kind to the Goods until the Company has paid the purchase price in full. The Supplier shall not have any right of retention or lien in respect of the Goods.

- 8.3 Where the Purchase Order price is payable by instalments and the first instalment or part instalment has been paid, title in all Goods, shall vest in the Company when payment of the purchase price is made in full. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

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PROGRESS REPORTS

- 9.1 Unless otherwise agreed in writing, the Supplier shall provide within 30 days of receipt of the Purchase Order a schedule giving the cardinal dates in the procurement and manufacturing programme upon which the stated delivery period depends. The Supplier shall review and report achieved progress at the end of each month and report any material delay or anticipated delay with details of the proposed recovery. The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

DRAWINGS

- 10.1 All parts made to drawings supplied or funded by the Company are to be deemed to be the Company's design and the drawings shall not under any circumstances be supplied to any third party nor shall they be used for the production of any article that is not the subject of a Purchase Order from the Company.
- 10.2 The Supplier shall carry out any work as follows as required by the Company:

- 11.1 Complete any Quality Assurance check-off lists forwarded by the Company.
- 11.2 The Company, its Customer or its Customer's representatives shall be entitled to a right of access to the Supplier's and its sub-contractors premises at all reasonable times for the purpose of checking progress verifying the Supplier's Quality Assurance procedures and carrying out or witnessing tests and/or procedures under the Purchase Order.

- 11.3 Give the Company 14 days' clear notice of items being available for inspection and tests and permit the Company's employees to carry out such inspection and witness such tests as the Company shall deem appropriate.
- 11.4 Provide the Company with Certificates of Inspection and Conformity confirming that the Goods conform to the Company's Purchase Order requirements.

QUALITY AND WARRANTY

- 12.1 Where the Supplier is not the manufacturer of the Goods and/or Services, the Supplier shall transfer to the Company the benefit of any warranty or guarantee. Unless otherwise stated on the Purchase Order the Supplier warrants that (subject to the other provisions of these conditions) upon delivery of the Goods and/or Services all its deliveries shall:

- 12.2.1 conform in all respects with the Purchase Order description and Specification supplied or advised by the Company to the Supplier and with any statements or undertakings, representations or warranties whether written or oral, made or accepted by the Company prior to the placement of the Purchase Order expressly which the Company has reasonably relied upon;
- 12.2.2 be free from defects in design, installation, material or workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose expressly or impliedly made known to the Supplier by the Company. If the Goods (or any part thereof) supplied shall be defective upon delivery or shall prove to be defective within 24 months of delivery, or within 12 months after the Goods have been retained in use, the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 12.2.3 be of first class quality and fit for their intended purpose and all obligations in this condition shall further apply to any such rectified or replacement Goods. The Company has relied upon the skill, expertise and any statements and representations made by the Supplier and ensure that the documents, products and technical information developed by the Supplier or its agents in relation to the Goods and/or Services, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and records (including drafts).

- 12.2.4 The Supplier shall not be liable for a defect of any of the warranties in condition 12.2 if the Goods and/or Services (or any part thereof) good trade practice. Subject to condition 12.3, if any of the Goods and/or Services do not conform with any of the warranties in condition 12.2 the Supplier shall at its option repair or replace such Goods and/or Services (or the defective parts or components) or the defective parts or components of such Goods and/or Services provided that, if the Supplier so requests, the Company shall return the Goods and/or Services and the part of such Goods and/or Services which is defective to the Supplier. All costs associated with the Goods and/or Services and the return of such Goods and/or Services to the Supplier, or for the repair of the Goods at the Company's Customers site shall be for the account of the Supplier.

- 12.2.5 Where any Goods supplied under the Purchase Order require further processing by the Company and before their ultimate use prove to be defective within the course of or after completion of such further processing, the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 12.2.6 In the event that the Supplier or its Customer or any other person or company or its agent or hire to the Company arrive or become defective during the course of the loan of the Goods, the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 12.2.7 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

ASSIGNMENT

- 13.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Purchase Order without the prior written consent of the Company. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Purchase Order and may subcontract or delegate in any manner any or all of its obligations under the Purchase Order to any third party or agent.

HEALTH AND SAFETY

- 14.1 The Supplier undertakes to ensure that all Goods supplied by the Supplier to the Company pursuant to the Purchase Order shall comply with the requirements of the Health and Safety at Work Act 1974 and subsequent amendments and legislation thereto.

SUSPENSION AND TERMINATION

- 15.1 The Company may by written notice require the Supplier to suspend performance of all or any of the Goods and/or Services and the Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.

- 15.2 Without limiting its other rights or remedies, the Company may terminate the Purchase Order for convenience by giving written notice to the Supplier in which case the Company shall pay the Supplier a reasonable compensation for any work in progress on any of the Goods or Services at the date of termination of the Purchase Order. The Company shall not be liable for any such compensation should the termination of the Purchase Order be for any reason other than the Supplier's breach. Without limiting its other rights or remedies, the Company may terminate the Purchase Order with immediate effect by giving written notice and without compensation.

- 15.3 The Supplier shall be deemed to have accepted these conditions when it places an order or when it receives an invoice or when it receives an order or invoice from the Supplier which it does not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by a signed Purchase Order from the Supplier.
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