



AKP Limited

Purchasing Terms and Conditions

1. BASIS

1.1 Except where conditions 10 applies, these terms and conditions apply to every order placed by AKP Limited ("AKP") with any individual, firm or company (the "Supplier").

1.2 No terms and Conditions in or attached to any catalogue, website, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by AKP in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived his terms and conditions and to contract solely on the basis of these terms and conditions and acceptance of goods and/or services shall not constitute or be deemed to constitute acceptance by AKP of the Suppliers terms and conditions.

1.3 The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by AKP.

1.4 The performance of the supplier will be subject to ongoing monitoring for quality and on time delivery which will form the basis for continued approval.

2. PURCHASE ORDER

2.1 The Supplier shall ensure that the goods and/or services shall:

(a) correspond with the quantity, type, sort, quality and description set out in the purchase order;

(b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by AKP;

(c) meet any special requirements, critical items or key characteristics as indicated on the drawing or purchase order.

(d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the supplier or made known to the supplier by AKP;

- (e) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (f) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.2 If the goods and/or services do not comply with the AKP purchase order and/or instructions, AKP is entitled at its option to either return the goods at the risk of the Supplier; reject the goods and/or services; require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of AKP to claim compensation or damages for loss or damage suffered as a result of failure to comply.

2.3 If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order AKP shall be entitled to terminate the contract without notice.

2.4 The supplier will notify AKP of any non-conforming processes, products or services and obtain approval for their disposition.

2.5 The supplier shall notify AKP of changes to processes, products or processes and obtain the organisation's approval.

2.6 The supplier will prevent the use of counterfeit parts or materials.

2.7 The supplier shall NOT flow down to other external providers the requirements of the purchase order without the prior written consent of AKP.

3. PRICE, PAYMENT AND SET OFF

3.1 The price for the goods and/or services shall be the price set out in the purchase order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed by AKP.

3.2 In respect of goods, the Supplier shall invoice AKP on or at any time after completion of delivery. In respect of services, the Supplier shall invoice AKP in full, monthly, or quarterly as agreed. The valid VAT invoice must contain the purchase order number and shall include such supporting information required by AKP to verify the accuracy of the invoice.

3.3 AKP will pay the invoiced amounts within the agreed terms with the supplier subject to a valid and correct invoice, to a bank account nominated in writing by the Supplier.

3.4 AKP may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by AKP to the Supplier.

4. INDEMNITY AND INSURANCE

The Supplier shall hold and keep AKP indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by AKP due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to AKP upon request.

5. CONFIDENTIALITY

The Supplier shall treat all confidential information belonging to AKP as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of AKP.

6. TERMINATION

In addition to clause 2.3 and 7.1, if at any time after the commencement of the contract the Supplier commits: a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; commits a material breach which cannot be rectified, then AKP may terminate the contract with immediate effect.

7. GENERAL

7.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been

foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, AKP shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

7.2 Assignment and subcontracting: 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 Contract without the prior written consent of AKP.

7.3 The supplier shall retain documented information for at least one year and forward approval certificates, certificate of conformity, test certificates and any supporting documentation to the AKP at the time of delivery of the goods.

7.4 The supplier shall allow right of access to AKP, its customer and regulatory authorities to the applicable areas of facilities and to applicable documented information however stored. This clause shall be flowed down to any external suppliers to the supplier.

7.5 The supplier shall ensure that its employees, agents or persons associated with its activities are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

7.6 Notices: Any notice or other communication required to be given under or in connection with this Contract shall be in writing and shall be delivered to the other party by prepaid first-class post.

7.7 Waiver No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.

7.8 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties.

7.9 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to the Contract shall not have any rights under or in connection with it.

7.10 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by AKP.

7.11 Severance: of any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

7.12 Statutory Requirements: the Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract and shall indemnify AKP against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Suppliers noncompliance with the same.

7.13 Governing law and jurisdiction: The Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

8. SEVERENCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable

9. TERMINATION AND SUSPENSION

9.1 If you become subject to any of the events listed we may terminate the Contract with immediate effect by giving written notice to you. For the purposes of clause 9.1 the relevant events are:

(a) you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or admit inability to pay your debts, or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;

(b) you enter into any voluntary arrangement with your creditors or any insolvency or bankruptcy proceedings are commenced (whether by you voluntarily or against you)

(c) you suspend or cease, or threaten to suspend or cease, all or a substantial part of your business;

(d) (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

9.2 AKP reserve the right to terminate the contract in the event that the goods or service are not supplied on or before the date required on the purchase order.

9.3 On termination of the Contract under this clause AKP shall not be liable for any payment to the supplier. AKP reserve the right to retain and pay for any delivered goods or to return to the supplier without charge.

9.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. TERMS AND CONDITIONS

These terms and conditions will apply unless AKP specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by AKP those terms and conditions will override the purchase order terms and conditions and will apply instead of these.