

## L.A.C CONVEYOR SYSTEMS LIMITED

### TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

#### Definitions

In these conditions the following expression shall have the following meaning:

“Business Day” means a day other than a Saturday, Sunday, or public holiday in England.

“Contract” means the Order incorporating these terms and conditions.

“Delivery Date” means the date specified for delivery of Goods in the Order.

“Delivery Location” means LAC Conveyors & Automation, 3 Charles Park, Cinderhill Road, Bulwell, Nottingham, NG6 8RE.

“Goods” shall mean any materials, goods, or service, including design as described in the Order or as otherwise agreed to be supplied by the Vendor.

“Holding Company” has the meaning given in Clause 1.2

“Order” shall mean the order, or subsequent purchase order amendment placed by the Purchaser for the supply of Goods.

“Purchaser” shall mean L.A.C Conveyor Systems Limited and / or any Subsidiary or Holding Company.

“Specification” shall mean the technical description (if any), drawing, sample or packaging of the Goods referred to in the Order.

“Subsidiary” has the meaning given in Clause 1.2

“Vendor” shall mean the person, firm, or company with whom the Order is placed.

#### 1. General

- 1.1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.2 A reference to a Holding Company or a Subsidiary means a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 A reference to writing or written includes email.

#### 2. Contract

- 2.1 Once the Order is issued, the Vendor shall be free to accept or decline the Order in accordance with these terms and conditions within 5 Business Days. The Contract is formed when the Order is accepted.
- 2.2 The Contract supersedes any terms and conditions referred to offered and relied upon by the Vendor whether in negotiation or at any stage in the dealings between the Purchaser and the Vendor with reference to the Goods to which the Contract relates.

- 2.3 No responsibility shall be accepted by the Purchaser for any Order unless generated respectively on the MRP (materials requirement planning) system or issued on the official order form of the Purchaser.

#### 3. Pricing

- 3.1 The prices stated in the Order shall be firm and not subject to variation unless otherwise agreed in writing. Where the Order provides for the price to be subject to variation, the Vendor shall provide certified statements substantiating the variation. If these are deemed excessive by the Purchaser, the Purchaser shall have the right to cancel the Order or any part thereof or pay such price as the Purchaser shall deem reasonable.
- 3.2 The Purchaser shall be entitled to the Vendor's standard discount for prompt payment.

#### 4. Quality

Unless otherwise agreed in writing:

- 4.1 The Vendor warrants, represents, undertakes, and guarantees that the Goods supplied pursuant to the Contract will:
  - 4.1.1 be free from defects (manifest or latent) in materials and workmanship.
  - 4.1.2 conform with the Specification; and
  - 4.1.3 be suitable, in every aspect for the purposes known to the Vendor intended by the Purchaser.
- 4.2 All Goods shall be securely packaged free of charge and in such a manner to reach the Purchaser in good condition.
- 4.3 The Goods shall be fully and accurately described on all tickets, labels, invoices, packaging, and delivery notes, quoting the Purchaser's official Order number.
- 4.4 The Vendor shall submit with the Goods full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could render them unsafe.
- 4.5 The Purchaser shall not accept any change in respect of packaging materials and shall not be responsible for returning, or for the cost of returning, any such materials.
- 4.6 The Vendor shall not alter or amend in any way the size of the Goods or the Specification without the prior approval of the Purchaser in writing and all dimensions furnished in any way to the Purchaser shall be deemed to be certified and accurate.
- 4.7 The Vendor shall be responsible for ensuring that its Goods comply with all applicable health and safety regulations, legislation, codes and orders.

#### 5. Delivery

- 5.1 The Vendor shall deliver the Goods specified in each Order to the Delivery Location on the Delivery Date.

- 5.2 The time stipulated for the delivery shall be of the essence.
- 5.3 The Vendor shall not deliver the Goods more than five business days in advance of the Delivery Date without the prior written consent of the Purchaser.
- 5.4 The Vendor reserves the right to refuse delivery of the whole or any part of the Goods if they are supplied before the time specified in clause 5.3.
- 5.5 The Goods shall be delivered carriage paid to the address shown on the Purchaser's official Order.
- 5.6 Delivery of Goods is deemed to include offloading and placement to the reasonable instructions of the Purchaser.
- 5.7 Deliveries shall be always of the total ordered unless phased deliveries have been specified by the Purchaser.
- 5.8 Any Goods delivered in excess of the amount stated the Order may be accepted or rejected at the Purchaser's option.
- 5.9 If the Vendor does not deliver the Goods, or any part thereof, in accordance with 5.2 to 5.8 above, the Purchaser shall be entitled to terminate the Contract, purchase other goods of the same or similar description to make good such a default, and recover from the Vendor the amount by which the cost of so purchasing other goods exceeds the price which would have been payable to the Vendor in respect of the Goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

## **6. Payment**

Unless otherwise agreed in writing:

- 6.1 Payment shall be made 60 days from the end of the calendar month in which the Goods are received or in which the invoice for such Goods is received, whichever is the later.
- 6.2 For incorrectly rendered invoices, the time for payment shall be calculated from the date of the correcting invoice or credit note without surcharge or forfeit of any prompt payment discount.
- 6.3 Following delivery of the Goods in accordance with the Order, the Vendor shall submit an invoice clearly showing the Order number, to the Purchaser's accounts payable address at LAC Conveyors & Automation, 3 Charles Park, Cinderhill Road, Bulwell, Nottingham, NG6 8RE.
- 6.4 Invoices must be dated when they are raised. Back dated invoices will be treated as having been dated on the day of receipt.
- 6.5 Invoices must be submitted promptly. Invoices received more than 2 days after the end of the month will be treated as dated the 1st of the following month.

## **7. Inspection**

- 7.1 At all reasonable times duly accredited representatives of the Purchaser shall be permitted to enter the Vendor's premises to inspect the Goods at any stage of manufacture.

## **8. Title of Goods**

- 8.1 Title of Goods shall pass to the Purchaser on the earlier of payment or delivery; until such delivery is made the Goods remain at the Vendor's risk in all respects.

## **9. Indemnity**

- 9.1 In addition to all warranty and conditions applied by law, the Vendor guarantees fitness for purposes for which the Goods are intended and shall indemnify the Purchaser against all claims, cost, expenses, loss or damage whether direct or consequential which the Purchaser may suffer, howsoever arising, from the Vendor's breach of any of its obligations under the Contract. The Purchaser may, at its sole discretion request that the Goods be replaced or made good by the Vendor in the event of such Goods being the subject of any fault in the period of 24 months after having been brought into service. Any Goods replaced or made good shall be treated as having been Goods supplied under the Order at the time of replacement for making good and be subject to all the terms and conditions of the Purchaser contained herein.

## **10. Insurance**

- 10.1 The Vendor shall insure with a reputable insurance company in respect of damage and or injury to persons and or property occasioned by negligence of the Vendor or on the part of their servants or occasioned as a result of the Goods being unfit for their purpose or defective or unsafe or deemed to be unsafe of the amount not less than £5,000,000, or as otherwise agreed in writing by the Purchaser with the Vendor, in respect of each occurrence and shall keep such insurance in force and produce at any time on demand the policy or policies and receipt of the current premium and shall indemnify and keep indemnified the Purchaser against all such liabilities.

## **11. Rejection of Goods**

- 11.1 The Goods shall, in every respect, be equal to description or sample supplied and to the Specification including packaging, if any. The Purchaser reserves the right to reject, at the Vendor's expense, the whole or part of any consignment in which defective Goods or packaging are found. If the Purchaser elects to make rejectable Goods fit for purpose the Vendor shall be debited with the cost thereof.

Rejected Goods shall be held at the Vendor's risk and must be removed at their expense. Any acceptance of such Goods by the Purchaser shall be without prejudice to any rights the Purchaser may have against the Vendor.

## 12. Cancellation

12.1 The Purchaser reserves the right to cancel the Order by giving written notice to the Vendor, providing such notice is given not less than 14 days before the agreed date of delivery. The Purchaser recognises that cancellation may cause loss and expense to the Vendor and, therefore, provided that the Vendor can establish to the satisfaction of the Purchaser that they have suffered such loss and expense, the Purchaser shall repay cost incurred up to a maximum of 25% of the Order value of the actual Goods cancelled. Such payment shall constitute the Purchaser's sole liability upon cancellation.

## 13. Infringement of Patent

13.1 The Vendor guarantees that the sale or use of the Goods shall not infringe any British or foreign patent trade mark, trade name, or registered design and hereby indemnifies the Purchaser against all actions, costs, claims, demands and expenses arising out of or resulting from any actual or alleged infringement and undertakes at their own expense to defend or assist in the defence of any action which may be brought in respects of such infringement.

## 14. Compliance

14.1 The Vendor confirms they comply with all requirements of the Modern Slavery Act 2015.  
14.2 The Vendor confirms they comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

## 15. Assignment

15.1 The Vendor shall not assign or subcontract the whole or part of the Contract without written consent of the Purchaser.

## 16. Termination

16.1 Without prejudice to any other rights or remedies which the Purchaser might possess, the Purchaser shall be entitled to immediately terminate the Contract in the event that:  
16.1.1 the Vendor fails to properly perform, carry out and/or complete the Contract in any way; or  
16.1.2 the Vendor takes any action, or fails to take any action, which would lead the Purchaser to reasonably believe that

there was a risk of the Vendor being or becoming insolvent; or

16.1.3 the Vendor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

## 17. Notices

17.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be

17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

17.2 Any notice shall be deemed to have been received:

17.2.1 if delivered by hand, at the time the notice is left at the proper address.

17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

17.3 This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.4 A notice given under this agreement is not valid if sent by email.

## 18. Severance

18.1 The provisions of this Contract are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless remain binding and enforceable. Nothing in this Contract confers or intends to confer any right to enforce any of its provisions on any person other than the parties to it.

## 19. Variation

19.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 20. Waiver

20.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

20.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy

provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. Confidentiality**

21.1 The Order and all details appertaining thereto shall be treated as confidential between the Purchaser and the Vendor, and shall not be disclosed to any third party, nor used for publicity/promotional purposes without the consent of the Purchaser in writing.

## **22. Entire Agreement**

22.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **23. Governing Law**

23.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **24. Jurisdiction**

24.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.