



TRANSACTION

TRANSFORM

RUN

RECYCLE

General Terms and Conditions of Purchase of Goods Only

Short Form

Author: Naeema Siddiqui

Document Date: November 2019

IMS Number: CM16

Version: 2

Classification: COMMERCIAL IN-CONFIDENCE



TRANSACTION

TRANSFORM

RUN

RECYCLE

1. BASIS OF CONTRACT

- 1.1. These terms and conditions below ("**Conditions**") apply to the agreement ("**Contract**") between Bell-TSI Limited ("**Customer**") and the Supplier for the sale and purchase of the goods (or any part of them) ("**Goods**") set out in the Customer's order ("**Order**"). Once the Order is issued by the Customer the Contract is formed between the Customer and the Supplier. These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within its quotation, or which are implied by trade, custom, practice or course of dealing.

2. WARRANTIES

- 2.1. The Supplier warrants, represents and undertakes to the Customer that:
- 2.1.1. the supply of the Goods and their use for their intended purpose shall not infringe the intellectual property rights of any third party;
 - 2.1.2. it will comply with all relevant anti-bribery and anti-slavery legislation;
 - 2.1.3. the Goods will:
 - 2.1.3.1. comply with all laws and regulations relating to the Goods at the time of delivery;
 - 2.1.3.2. conform to quantity, description, specification and standards (if any) clearly stated or referred to in the Order;
 - 2.1.3.3. be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended);
 - 2.1.3.4. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose.
- 2.2. The Supplier shall pass to the Customer for its own benefit and the benefit of its customers, the benefit of all manufacturer and other third party warranties and/or guarantees relating to the Goods.

3. BREACH OF WARRANTY

- 3.1. If there is a breach of any of the warranties in Condition 2, then without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies at the Supplier's cost and expense: (i) have the Supplier promptly replace the Goods with Goods that comply with the Contract; or, (ii) return the Goods and the Supplier shall refund the price paid.

4. PERFORMANCE OF THE CONTRACT

- 4.1. The Supplier shall deliver the Goods to the delivery location on the delivery date set out in the Order or as amended in writing between the parties from time to time.
- 4.2. If the Goods are not delivered on the delivery date, then, without limiting any other right or remedy the Customer may have, the Customer may: (a) refuse to take any subsequent attempted delivery of the Goods; or, (b) terminate the Contract with immediate effect without any liability to the Customer.
- 4.3. The Supplier shall ensure that: (a) the Goods are marked in accordance with the Customer's instructions as set out in the Order and any applicable laws and are properly packaged and stored so as to reach their destination in an undamaged condition; and, (b) each delivery is accompanied by a

prominently displayed delivery note and all handling, storage, operating and safety instructions.

- 4.4. The Supplier agrees on request to provide the Customer with any necessary declarations and documents stating the origins of any Goods.
- 4.5. The Supplier shall comply with the customer policies (including but not limited to the supplier charter) as made known to the Supplier by the Customer from time to time, to the extent not inconsistent with the Contract.
- 4.6. The Supplier shall co-operate with any regulatory authority as required from time to time.
- 4.7. The Customer may terminate all or part of the Contract at any time by giving written notice via email to the Supplier. If the Supplier has not purchased goods which are capable of re-sell prior to the date of termination, then such termination shall be without liability on the part of the Customer. If the Supplier has incurred reasonable costs which cannot be otherwise avoided, the Customer will be given an option to pay such reasonable costs or continue with the Contract.

5. PRICE AND PAYMENT

- 5.1. The price of the Goods shall be set out in the Order and payable in accordance with the Contract.
- 5.2. The Supplier may invoice the Customer for the Goods in accordance with the payment dates referred to in the Order if the Goods have been delivered in accordance with the Contract and the Customer has notified the Supplier promptly by issuing a goods receipt note.
- 5.3. The Supplier shall not be entitled to invoice the Customer later than ninety (90) days following receipt of a goods receipt note from the Customer and the Customer shall not be obliged to pay the Supplier for such Goods after such ninety (90) days has elapsed. For the avoidance of doubt, this Condition shall not apply where any delay has been caused by the Customer's failure to provide the goods receipt note.

6. TITLE AND RISK

- 6.1. Risk in the Goods shall pass to the Customer on delivery to the Delivery Location and title to the Goods shall pass to the Customer upon payment by the Customer for the Goods.
- 6.2. The passing of title shall not prejudice any other of the Customer's rights and remedies and the Customer may use or resell the Goods in the ordinary course of its business.

7. RIGHTS TO RESELL

The Customer is not prohibited from selling the Goods to End Users and the Customer shall be entitled to bring a claim against the Supplier for losses suffered by the End User as if they had been suffered by the Customer provided that such losses would have been recoverable by the Customer under this Contract.

8. CONFIDENTIALITY

The Supplier shall not disclose to any third party the terms upon which it has supplied the Goods to the Customer without the Customer's prior written consent unless required to do so by law.

9. DATA PROTECTION AND CUSTOMER MATERIALS

- 9.1. For the purpose of this Condition 9, "Controller", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 2018 (as amended) ("**DPA**").
- 9.2. The Parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and

provide the Goods; (b) request and receive the Goods; (c) compile, dispatch and manage the payment of invoices relating to the Goods; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Goods; and (f) comply with their respective regulatory obligations.

- 9.3. Each Party shall Process Personal Data for the purposes set out in Condition 9.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Condition 9.2, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with DPA.

10. INSURANCE

The Supplier agrees to take out and maintain with a reputable insurance company such insurance of a sufficient value and in respect of the types of insurance that it is reasonable for the Customer to require of a supplier supplying goods similar to those of the Supplier under this Contract to maintain, as well as any other insurance required by law from time to time. The Supplier shall provide the Customer with a copy of such insurance certificates upon reasonable request.

11. INDEMNITIES

- 11.1. The Supplier shall at all times indemnify the Customer, its officers, employees and agents ("**Indemnified Persons**"), and keep the Indemnified Persons indemnified, from and against any and all damages, losses, costs or expenses incurred by the indemnified Persons in connection with:
- 11.1.1. actions or remedies required, proceedings commenced or threatened by a regulatory authority (including any fines imposed by such regulatory authority) as a result of a default by the Supplier;
 - 11.1.2. a breach of Conditions 2.1.1 and 2.1.2 (Warranties), Condition 9 (Data Protection) and any other liability which cannot be limited or excluded by law which occurs in the performance of the Supplier's obligations under the Contract.

12. LIMITATION OF LIABILITY

- 12.1. Neither Party excludes or limits its liability to the other:
- 12.1.1. for personal injury or death caused by its negligence;
 - 12.1.2. for any matter for which, at law, a Party cannot exclude or limit or attempt to exclude or limit its liability;
 - 12.1.3. for breach of a third party's intellectual property rights;
 - 12.1.4. for breach of Condition 8 (Confidentiality); or
 - 12.1.5. for fraud or fraudulent misrepresentation,
- 12.2. Subject to Condition 12.1, neither Party shall have any liability to the other Party for any indirect, special or consequential loss, loss of profits or expected turnover.

13. ANTI-BRIBERY AND CORRUPTION

- 13.1. The Supplier shall: (i) maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance including the monitoring of compliance and detection of violations; and (ii) reasonably assist the Customer, to comply with bribery and corruption legislation at the Customer's cost and expense.

14. ANTI-SLAVERY

- 14.1. The Supplier undertakes, warrants and represents that:
- 14.1.1. neither the Supplier nor any of its officers, employees, agents, Sub-Contractors have: (a) committed an offence under the Modern Slavery Act 2015 ("**MSA Offence**"); or (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an

alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

- 14.1.2. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached or potentially breached any of the Supplier's obligations under this Condition 14.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 14.2. Any breach of Condition 14.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.

15. TERMINATION

- 15.1. Either party may by written notice terminate the Contract if the other party is in material breach of any Condition(s) of the Contract, which is either:-
- 15.1.1. not capable of remedy; or
 - 15.1.2. being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 15.2. For the purposes of this Condition 15, a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which Condition 16.1.1 or 16.1.2 applies whether or not each breach on its own would be considered a material breach.
- 15.3. Either party may terminate the Contract at any time with immediate effect if:-
- 15.3.1. a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other Party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - 15.3.2. the other party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - 15.3.3. the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
 - 15.3.4. a Force Majeure Event (defined in Condition 21.1) continues for a period of forty five (45) days.
- 15.4. If the Contract is terminated:
- 15.4.1. the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
 - 15.4.2. the rights of either party accrued on or prior to termination shall remain unaffected.
- 15.5. The Supplier shall promptly notify the Customer and in any event within five days of becoming aware of a breach of the supplier charter. If such breach is of a material obligation of the supplier charter and creates a material risk for the Customer (acting reasonably) or materially affects the Supplier's performance of the Contract, the Customer may terminate the Contract.
- 15.6. Upon early termination of the Contract in accordance with its terms by either party, where the Customer has paid the Supplier the price for Goods that have not been supplied at the date of termination, the Supplier shall, upon demand, either repay such price to the Customer or deliver the Goods to the Customer.

16. AUDIT AND INSPECTION

- 16.1. The Supplier shall permit the auditors to conduct audits of the Supplier during the term of the Contract (and for six years after the expiry or termination of the Contract). The right of audit includes a right for the auditor to enter any of the Supplier premises to inspect and take copies of such books and records

and to interview members of the Supplier personnel once per annum.

- 16.2. The purpose of any audit carried out under this Condition 16 shall be to: provide the Auditor with assurance as to the Supplier's compliance with the Contract; to enable the Customer to investigate any complaints or queries of or provide information required by a regulatory authority or any Customers of the Customer group relating to the Software or the conduct of the Supplier, the Supplier personnel; and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier, the Supplier personnel.
- 16.3. The Supplier shall cooperate with the auditor and will provide or procure such access and assistance as the Auditor requires in order to enable the Auditor to fully exercise the rights set out in Condition 16.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a regulatory authority which stipulates that no notice should be given, the Customer shall provide at least three (3) Working Days (as defined below) written notice of the audit; shall conduct the audit (or procure it is conducted) within the hours of 9.00 am to 5.30 pm GMT ("**Normal Business Hours**") on a day other than a Saturday, Sunday or a bank holiday in the jurisdiction of the Customer ("**Working Day**").

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1. The Supplier shall not assign, transfer or sub-contract its rights or obligations under the Contract without the Customer's prior written consent. Any such consent shall not relieve the Supplier of its obligations under the Contract.

18. NOTICES

- 18.1. Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post or special delivery post to the following:
- 18.1.1. in the case of delivery to the Customer, to the CFO at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
- 18.1.2. in the case of delivery to the Supplier to a Director at the Supplier's registered office address.
- 18.2. Notices will be deemed to have been duly served if delivered by hand at the time of delivery; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand such delivery occurs either after 4.00 pm on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day.
- 18.3. In the case of communications relating to the Contract which do not relate to matters where the Contract requires notice to be given, communications may take place by email between the parties using then current e mail addresses usually used between the parties.

19. SEVERABILITY

- 19.1. If any Condition(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

20. THIRD PARTY RIGHTS

- 20.1. Save for the Indemnified Persons, a person who is not a party to the Contract may not enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

21. FORCE MAJEURE

- 21.1. Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any event which is beyond such party's reasonable control, which prevents or delays the performance of its obligations under this Contract ("**Force Majeure Event**").
- 21.2. Each party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.
- 21.3. Each party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to

contain details of the circumstances giving rise to the Force Majeure Event.

22. VARIATION AND WAIVER

- 22.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties.
- 22.2. 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 right or remedy.
- 22.3. A failure or delay by a party to exercise any right or remedy provided under this Contract 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 under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. ENTIRE AGREEMENT

- 23.1. The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Supplier's standard terms and conditions referred to in any correspondence or quotation form shall not to apply to the Contract. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Customer which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

24. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

- 24.1. Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

25. PUBLICITY

The Supplier shall not: (a) make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the Customer; or (b) use the name or logos of the Customer and member of its group of companies or of its customers, as a reference or in any advertising or promotional materials without the Customer's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

26. JURISDICTION AND GOVERNING LAW

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.