



# Terms & Conditions of Purchase

Rowe Hankins Ltd

An authorised signatory of the Supplied is requested to confirm acceptance of these Standard Terms and Conditions of Purchase by signing and returning a copy of this document in order to allow the Official PO to be generated.

## Definitions

"The Company" shall mean Rowe Hankins Ltd;

"The Supplier" shall mean the party to whom this order is addressed;

"The Customer" shall mean the party to whom the Company supplies the goods;

"Goods" means the products or Services to be supplied as per the Official PO and shall include all components and goods supplied by the Supplier, including goods to which Services are applied by the Supplier hereunder;

"Intellectual Property" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world;

"Official PO" shall mean the latest version of the Company's purchase order;

"Purchasing Department" shall mean the purchasing department of the Company whose e-mail address is 'purchasing@rowehankins.com' and whose postal address is 'Purchasing Department, Rowe Hankins Limited, Power House, Mason Street, Bury, BL9 0RH';

"Services" shall mean the services performed or to be performed by the Supplier;

"Working Days" shall mean any day excluding Saturday, Sunday, a bank or public holiday.

## 1. Acknowledgements

The Supplier must acknowledge all orders within 5 Working Days of receipt of the Official PO. All acknowledgements must be sent in writing (by e-mail or post) to the Purchasing Department of the Company. The Supplier agrees to confirm the delivery date in relation to the Goods (or instalment thereof) to the Purchasing Department of the Company no less than 7 Working Days before the date acknowledged.

## 2. Confidentiality

All specifications, drawings, Intellectual Property and other information provided by the Company to the Supplier (the "Confidential Information") shall remain the exclusive property of the Company and shall not be disclosed by the supplier to any third party without the Company's prior written consent.

On the basis that the Supplier will be, privy to confidential information during the execution of its obligations in order to complete the supply of the goods or services as defined in the Official PO then the Supplier shall not transfer or otherwise disclose the Confidential Information to any third party except as defined in this Clause and elsewhere herein and as follows:

a) The Supplier shall have the right to give access to such confidential information only to its employees and/or subcontractors who need to have access for the purpose of fulfilling the objectives of the Official PO or as required by any applicable law.

b) The Supplier shall put in place appropriate security precautions to protect against disclosure or unauthorised use of such Confidential Information (including restricting the disclosure the Confidential Information by its employees and subcontractors and procuring their agreement to sign a non-disclosure agreement in the format required by the Company, if so requested by the Company.

## 3. Cancellations

If for any reason the Company is required to cancel an Official PO it shall be entitled to do so, but on doing so will:

a) In respect of all materials which have been acquired by the Supplier, solely for the purpose of the Official PO, and which cannot be applied by the Supplier to alternative uses; pay to the Supplier the amount, if any, by which the current market value of such materials is less than the price paid by the Supplier therefore.

b) At the agreed price(s) as stated in the Official PO, take over and pay for any Goods or Services which have been completed or which have been partially manufactured or completed or worked upon, with a value being agreed proportionate to the stage of manufacture, at the time of cancellation. Alternatively, as agreed between both Parties, shall either give instructions for either all or a proportion of the manufacture of Service or working to be completed and in such case shall pay the agreed price for such Goods, as stated in the Official PO.

## 4. Liability

Save as foresaid, the Company shall be under no further obligation or liability to the Supplier by reason of such cancellation.

## 5. Delivery

The Supplier shall complete any Services and deliver any completed Goods in such quantities and within such times as may be specified on the Official PO. The Supplier acknowledges that the Customer requires the Company to supply/deliver the Goods within an agreed timeframe and as such late delivery caused by the Supplier would cause loss to the Company. Without prejudice to its other rights under these conditions the Company shall be entitled, if delivery is not made within the aforesaid time, to cancel the order to which the late delivery relates and the Company shall be entitled to purchase replacement goods (equivalent to the Goods) or obtain replacement services (equivalent to the Services) elsewhere and without prejudice to any further claim which the Company may have to damages, and the Company shall be entitled to be reimbursed by the Supplier for the amount equal to the losses or extra costs thereby incurred.

6. Packaging, Preservation, Delivery and Labelling

The Supplier shall ensure that all items are adequately protected from damage, loss, deterioration, degradation, or substitution.

a) Suppliers who provide electronic components such as resistors, capacitors, integrated circuit boards, etc. shall ensure that only one lot is contained within each form of packaging (reel, tube, bag, box, etc.).

b) Suppliers who provide ESD sensitive components must ensure adequate ESD protection. ESD protective measures include but are not limited to:

- ESD packaging and containers;
- Internal controls for ESD prevention.

## 7. Incoterms

Unless differently agreed between both parties and stated in the Official PO, the Supplier shall deliver goods in accordance with the CIPS definition of INCOTERMS 2020 and all goods shall be at the Supplier's risk until actual delivery in accordance with the relevant INCOTERM.

## 8. Title

Property in any Goods not already owned by the Company shall pass to the Company, upon payment of the related invoice.

## 9. Price

The prices specified on any Official PO are fixed and firm inclusive prices, but exclusive of the prevailing rate of VAT, and the Supplier shall not be entitled to make any additional charge in respect of carriage, packing, boxing, crafting or any other matter or contingency unless specifically authorised by the Company and stipulated on the Official PO.

## 10. Payment Terms

The Company shall be under no obligation to make payments unless and until the expiry of 60 days after the date of the Goods are delivered and the Services, if any, have been completed in full and the Company is satisfied with the goods delivered/ completion of the Services, unless otherwise agreed in writing. If there is to be a payment in advance of the supply of Goods or Services, then such payment shall be on account of the price, rather than a guarantee of due performance and such sum shall be returned if the Supplier is in breach of the Contract.

## 11. Invoices

The Supplier shall, on the date of despatch of each consignment of Goods, provide the Company with a priced written invoice bearing the Company's order number, separate written invoices being sent for each separate order number covered by the consignment.

## 12. Warranty Period and Warranty

The Supplier warrants that:

a) All Goods supplied to the Company will be fit for purpose, of satisfactory quality and conform with the requirements of the company and in accordance with any Official PO, shall be new and unused, shall perform in accordance with all agreed and applicable specifications, be of satisfactory quality and be free from any defects arising from deviations in design, materials, or workmanship for a period of 24 months from date of delivery and acceptance by the Company, or for a period of 12 months from date of the goods entering service, whichever instance occurs first;

b) All Services are performed using properly qualified staff using reasonable skill and care, in accordance with the Official PO and any agreed specification for the Services, in accordance with all applicable laws and regulations and in compliance with the Company's reasonable instructions.

The Suppliers warrants that where Goods have an expiry date, such expiry date will have a minimum 6 months left to run from the date the Goods are delivered to the Company, unless otherwise stated in the Official PO.

During the warranty period any goods found to be defective or non-compliant will be replaced, or repaired FOC by the Supplier promptly. This process will take place at a pace that avoids any impact on the ability to meet any delivery schedule already in place between the Company and its Customer.

All transport and labour costs associated with the return, replacement and reworking of all defective or non-compliant Goods will be borne by the Supplier. The collection and delivery address for all such replaced and reworked Goods shall be the Company's registered place of business.

All goods supplied to replace defective or non-compliant Goods shall be subject to a renewed warranty period as set out above.

## 13. Access

The Company and its duly authorised representatives shall have access at all reasonable times to any works, warehouses or other premises belonging to or under the control of the Supplier for the purpose of inspecting any process of manufacture or works being carried out by the Supplier or its agents or sub-contractors. The Supplier shall promptly carry out all alterations and/or modifications required by the Company in consequence of any such inspections.

## 14. Quality

The Goods shall conform as to quality, design and description with all particulars stated on the Official PO, be of sound material and workmanship, be equal in all respects to any samples, patterns or specification provided by the Supplier and subsequently accepted and approved by the Company, and, be compliant with any standard of performance specified in the order and best industry practice.

## 15. Incoming Inspection

All Goods, whether or not previously inspected, shall be subject to inspection by the Company on, or within a reasonable time after delivery, in accordance with the Company's instructions, and the Company, in addition to any other rights it may have hereunder may, on such inspection, reject any Goods which do not comply with the nature, description and specification stated in the order or otherwise made known to the Supplier.

## 16. Non-Quality Costs Incurred

Without prejudice to any of its rights under these terms and conditions, in the event of breach by the Supplier, the Company shall be entitled to recover from the Supplier any and all costs incurred. Under these circumstances such costs shall include an administration fee of not less than £250.00 per occurrence.

This cost shall be for the Company to engage in any remedial action to make the goods or service functional, or to address deviations from agreed drawings or specifications, in the event the Supplier is unable or unwilling to perform the same. However, in the event the Supplier fails to pay in accordance with the terms agreed between the parties with relevance to the Official PO in question, then the Company shall retain the right to set off such unpaid invoices against any outstanding monies owed to the Supplier.

## 17. Sub-Contract

No part of any instruction or order received shall be assigned or sub-contracted without the Company's consent.

## 18. Premises

The Supplier, its staff members, agents of, representatives, and guests, must comply with all reasonable requests, regulations and policies in force with regard to conduct, security and health and safety, whilst in attendance at the Company's premises.

## 19. Patent Rights & Trade Marks

The Supplier warrants that neither the sale nor the use of any of the Goods or any part thereof will infringe any United Kingdom or overseas patent, trade mark, trade name or registered design or amount to being infringing of any other person's product and undertake to indemnify and keep the Company indemnified against all demands, processes, actions, judgements, decrees, costs, claims and expenses resulting from any actual or claimed infringements of such rights and undertake at their own expense to defend or assist in the defence of any suit or action which may be brought in this connection.

## 20. Order Variation & Amendments

The Supplier shall so far as reasonably practical comply with all instructions provided in any Official PO or given to them by an authorised representative of the Company in connection with any Official PO.

## 21. Damage to Suppliers Tooling & Machines

Subject to any obligation on the Company arising in law, the Supplier acknowledges responsibility to access the capability of its own machinery and tooling to perform the Services. The Company shall be under no liability whatsoever in respect of any damage to, failure or destruction of the Supplier's machines or tools in providing the Services, and in particular (without prejudice to the generality of the foregoing) shall not be under any liability whatsoever in respect of any consequential damages or expenses or loss of profit arising from such damage, failure or destruction.

## 22. Defective Goods

If any claim is made against the Company by any third party in respect of injury, loss or damage due or alleged to be due to any defect in the material or workmanship of any of the Goods, or to any defect in the design of any of the Goods not manufactured in accordance with the specification(s) of the Company, the Supplier will furnish to the Company all advice and assistance required for the purpose of contesting or dealing with such claim, and if the claim is made good, will indemnify the Company against such claim and all damages, costs and other expenses incurred by the Company in connection therewith. If any such claim is made against the Supplier it shall promptly notify the Company thereof and the Company may, if it thinks fit, take over conduct of the matter and may make any such settlement thereof as agent of the Supplier as it may in its absolute discretion think fit.

## 23. Indemnity

Without prejudice to the generality of the foregoing indemnities the Supplier shall indemnify and keep indemnified the Company from and against any loss (including consequential loss and loss of profits) costs, claim, damage, injury or expense in respect of either or both of the following:

a) any defect in the Goods; and

b) failure of the Goods to comply with any legal requirement, specification, safety regulation in the jurisdiction where they are delivered.

## 24. Ethical Procurement

The Company is an advocate of sustainable procurement and looks for, and actively encourages the same in all its supply chain partners. Issues such as Ethical Procurement, employment and human rights and equal opportunities are paramount, and again, are aspects and views WHICH THE Company demands with respect to its strategic priorities. This includes, but is not limited to, observance of the following:

a. Neither the Supplier, nor any of its supply chain affiliates, shall utilise or encourage child labour, slavery, or human trafficking (as defined in The Modern Slavery Act 2015).

b. The Supplier shall avoid the use of forced labour in accordance with applicable national standards and the principles of international law.

c. The Supplier shall ensure safe and healthy working conditions for workers.

d. The Supplier shall recognise employees' union rights and freedom of expression/association.

e. The Supplier shall ensure equal treatment for all employees.

f. The Supplier shall have disciplinary rules and procedures.

g. The Supplier shall guarantee minimum pay in accordance with applicable national and statutory regulations

h. From time to time the Company will seek information from the Supplier with regards to workforce profiling, diversity and equal opportunity issues. The Supplier shall furnish the Company with all details, if so requested.

## 25. Governing Law and Jurisdiction

The construction, validity and performance of any instruction or order received shall be governed in all respects by the laws of England to the exclusive jurisdiction of whose courts the Supplier shall irrevocably be deemed to have submitted to.

## 26. Conflict Minerals

All suppliers shall disclose any "Conflict Minerals" (as defined in the EU Conflict Minerals Regulation 2017) used in the production of any Goods or Services covered by the Official PO's of the Company, and, in the event that such materials are used, shall:

a) Provide the reports of third-party audits or evidence of conformity with a supply chain due diligence scheme to the competent authority of their member state.

b) Make available all the information gained in their supply chain due diligence to their immediate downstream purchasers (subject to business confidentiality and competition concerns).

c) Report publicly and as widely as possible (including on the internet) their supply chain due diligence policies and practices for responsible sources, on an annual basis.

d) If metals are derived only from recycled or scrap sources, disclose this publicly with a description of its supply chain due diligence measures in reaching that conclusion.

## 27. REACH Regulation

The Supplier shall adhere to the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") regime. REACH aims to make chemicals more sustainable and to increase the protection of human health and the environment against hazardous chemicals and applies to all chemicals manufactured or marketed in the EU, including chemicals registered on the European Inventory of Existing Commercial Chemical Substances and any new chemicals manufactured for the first time.

The Supplier must submit to the European Chemicals Agency: a registration dossier, if one tonne or more of a substance is manufactured or imported per year; and a registration dossier and a chemical safety report, if ten tonnes or more of a substance is manufactured or imported per year. This registration dossier must include a chemical safety report as set out in Annex I to the REACH Regulation 2006 (Article 14(1), REACH Regulation 2006).

The Supplier must prepare a safety data sheet and provide to the recipients of substances and mixtures that meet specified criteria in Article 3(1) of the REACH Regulation 2006. Annex II of the REACH Regulation 2006 sets out the requirements for compiling safety data sheets. The Supplier must also provide the Company with a copy of the safety data sheet.

The relevant restrictions on chemical substances must be complied with at the time of supply

## 28. RoHS Regulation

The Supplier shall adhere to the Use of Hazardous Substances in Electrical and Electronic Equipment ("RoHS") regime.

The RoHS Regulations 2012 prohibit producers of electrical and electronic equipment ("EEE") from marketing new EEE in the UK that contains more than the prescribed levels of certain hazardous substances.

The relevant hazardous substances and maximum concentrated values by weight as listed in the RoHS regulations must not be exceeded at the time of supply.

Annex A2 to the RoHS Regulations 2012 lists exemptions from the ban on use of the hazardous substances listed above in certain applications (such as some forms of lighting).

The Supplier must not place EEE on the market without: complying with the rules on design and manufacture; carrying out a conformity assessment and drawing up of technical documentation, which must be kept for a period of ten years after placing the product on the market; drawing up a UK declaration of conformity and affixing a UK marking; identifying the EEE and the manufacturer, using information such as a name and serial number; and keeping a register of the EEE. The Supplier must provide the Company with copies of all of the above.