

**STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS
BUCHER MUNICIPAL LIMITED**

1. DEFINITIONS AND INTERPRETATION

In these standard terms and conditions:

1.1 the following words and expressions will have the following meanings:

"Business Day": a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales

"Company": Bucher Municipal Limited

"Confidential Information": all information in respect of the business of the Company including know-how and other matters connected with the Goods, information concerning the Company's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Company and of such persons and any other information which, if disclosed, will be liable to cause harm to the Company

"Contract": the contract between the Company and the Seller for the sale and purchase of the Goods formed in accordance with **Condition 2**

"Delivery Point": the place where delivery of the Goods is to take place under **Condition 6.1**

"Goods": any goods and/or services which the Seller agrees to supply to the Company (including any of them or any part of them) under a Contract

"Insolvent": the Seller is Insolvent where it:

- (a) gives notice under section 84 Insolvency Act 1986 of or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;
- (b) has a winding-up order or a notice of striking off made in respect of it;
- (c)
 - (i) has an administration order made in respect of it; or
 - (ii) has a notice of appointment of an administrator filed in respect of it at any court;
- (d) proposes, makes or is subject to:
 - (i) a company voluntary arrangement;
 - (ii) a composition with its creditors generally;
 - (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or
 - (iv) a scheme of arrangement under Part 26 Companies Act 2006;
- (e) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- (f) ceases to trade or appears, in the reasonable opinion of the Company, to be likely to cease to trade;
- (g)
 - (i) Is unable to pay its debts as they fall due; or
 - (ii) the value of its assets are less than its liabilities, including its contingent and prospective liabilities.

"Know-How": formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions

"Order": any purchase order of the Company for the Goods incorporating these Terms and Conditions

"Prices": the prices set out in the Seller's quotation or Company purchase order

"Seller": the person from whom the Company orders the Goods

"Specification": in relation to the Goods, the technical specifications of those Goods; all preparatory, design and development materials which relate to the Goods; all information of any description which explains the structure, design, operation, functionality of the Goods; all information of any description which relates to the maintenance and/or support of the Goods

"Terms and Conditions": these standard terms and conditions of purchase together with any special terms agreed in writing between the Seller and the Company.

- 1.2 all headings are for ease of reference only and will not affect the construction or interpretation of the Terms and Conditions;
- 1.3 unless the context otherwise requires:
 - 1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender;
 - 1.3.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 1.6 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

2. FORMATION AND INCORPORATION

- 2.1 Subject to any variation under **Condition 2.5**, the Contract will be upon the Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Seller purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.
- 2.2 Each quotation for the Goods from the Seller will be deemed to be an offer by the Seller to sell the Goods upon the Terms and Conditions. All quotations provided by the Seller, including the price provision, will remain open for 30 days from its date.

The Contract is only formed when a written acceptance of the quotation is served by the Company on the Seller. No contract will exist prior to service of such notice of acceptance.

- 2.3 Delivery of the Goods will be deemed conclusive evidence of the Seller's acceptance of the Terms and Conditions.
- 2.4 The Seller has a right to cancel within 21 days prior to delivery or subject to written agreement with the Company. The Company is entitled to cancel the Contract in whole or in part by giving written notice to the Seller at any time prior to delivery of the Goods in which event the Company's sole liability will be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.5 Save as otherwise expressly provided in the Contract, no variation to the Terms and Conditions will be effective unless it is in writing and signed by a director or the Company secretary on behalf of the Company.

3. THE GOODS

- 3.1 The quantity and description of the Goods will be as set out in the Seller's quotation or the Order or in any applicable Specification supplied or advised by the Company to the Seller.
 - 3.2 The Seller will comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
 - 3.3 The Company will have the right to inspect and test the Goods at any time prior to delivery. The Seller will not unreasonably refuse any request by the Company to carry out such inspection and testing and will provide the Company with all facilities reasonably required.
 - 3.4 If as the result of such inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Seller within 30 days of inspection or testing, the Seller will take all steps necessary to ensure compliance. Without prejudice to any other rights of the Company under the Contract, any failure of this obligation by the Seller will be deemed to be a material breach which is not capable of remedy entitling the Company to terminate the Contract under **Condition 9.1**.
 - 3.5 Notwithstanding any such inspection or testing, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract.
 - 3.6 The Seller acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract and the Company will be entitled to reject the Goods or terminate the Contract under **Condition 9.1** if the Goods are not in conformance with the Contract. Any breach of this condition is deemed to be a material breach which is not capable of remedy.
 - 3.7 The Company may at any time make changes in writing relating to the Order, including changes in the drawings or Specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Seller proceeds with such changes.
 - 3.8 In respect of the Goods the Seller will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customs, relevant British Standards and statutory and regulatory bodies.
- 4. PRICE**
- 4.1 Subject to **Condition 4.2**, the only monies to be paid by the Company in connection with the supply of the Goods are the Prices which will be inclusive of all costs and expenses incurred by the Seller including all packaging, insurance, carriage and delivery costs.
 - 4.2 Any sum payable under the Contract is inclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority).
 - 4.3 The Seller will not be entitled to increase the Prices without prior written agreement of the Company.
- 5. PAYMENT**
- 5.1 Subject to the Seller performing its obligations in accordance with the terms of the Contract, the Company will pay the Prices to the Seller in accordance with this **Condition 5**.
 - 5.2 The Seller will invoice the Company for the Prices for the Goods following delivery of the Goods in accordance with **Condition 6.1**.
 - 5.3 Each invoice will be a valid value added tax invoice and will contain the following information: date of invoice, invoice number, period to which the invoice relates, goods to which the invoice relates and VAT and will be sent to the Company in accordance with **Condition 12**.
 - 5.4 Subject to **Condition 5.5**, each invoice will be payable by the Company within 60 days following the end of the month in which the invoice is received. All payments will be made in pounds sterling.
 - 5.5 The Company will be entitled to set-off any liability which the Seller has to it against any liability which it has to the Seller, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action and irrespective of the currency of its denomination.
 - 5.6 No payment made by the Company will constitute acceptance by the Company of the Goods or otherwise prejudice any rights or remedies which the Company may

have against the Seller including the right to recover any amount overpaid or wrongfully paid to the Seller.

6. DELIVERY

- 6.1 The Goods will be delivered to the Company's place of business. The Seller will off-load the Goods at its own risk as directed by the Company.
- 6.2 The Goods will be delivered during the Company's normal office hours on the date or within the period specified in the Order, or if no such period is specified then within 28 days of the date of the Contract. Time for delivery will be of the essence.
- 6.3 The Seller will ensure that:
 - 6.3.1 the Goods are marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;
 - 6.3.2 each delivery is accompanied by a prominently displayed delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered; and
 - 6.3.3 the Company is supplied on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for the Company to accept delivery of the Goods.
- 6.4 No Goods supplied under the Contract earlier than the date for delivery, will be accepted or paid for unless the Company notifies the Seller in writing of its intention to accept and pay for the same.
- 6.5 Without prejudice to the Company's other rights under the Contract, if the Goods are delivered to the Company in excess of the quantities ordered, the Company will not be bound to pay for the excess and such excess will be and remain at the Seller's risk and be returnable at the Seller's expense.
- 6.6 The Company will not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery. The Company will also have the right to reject the Goods as though they had not been accepted, after any latent defect in the Goods has subsequently become apparent.

7. RISK / OWNERSHIP

- 7.1 Risk in and ownership of the Goods will pass to the Company on delivery.

8. WARRANTY, INDEMNITY AND CANCELLATION

- 8.1 The Seller warrants to the Company that the Goods:
 - 8.1.1 will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for any purpose held out by the Seller or made known to the Seller either in writing or orally at or prior to the Contract being formed;
 - 8.1.2 will be free from defects in design, material and workmanship;
 - 8.1.3 will correspond in every respect with any Specifications, drawings, samples or descriptions provided by the Company;
 - 8.1.4 will comply with all applicable laws, statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale and supply; and
 - 8.1.5 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 8.2 Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Seller breaches any terms of the Contract (including a failure or delay in delivery) or the Company terminates the Contract in accordance with **Condition 9** then the Company may (but will not be obliged to), whether or not the Goods have been accepted:
 - 8.2.1 cancel any or all remaining instalments if the Contract has not already been terminated;
 - 8.2.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
 - 8.2.3 recover from the Seller any additional expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier;
 - 8.2.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's breach of the Contract or failure to deliver the Goods on the due date or at all; and/or
 - 8.2.5 for a period of 24 months from the date of delivery, in respect of Goods which do not conform with the provisions of **Condition 8.1**, oblige the Seller, at the Company's option, forthwith to replace or repair such Goods free of charge and any repaired or replaced Goods will be guaranteed on the terms of this condition for the unexpired portion of the 24 month period.
- 8.3 The Seller will indemnify, keep indemnified and hold harmless the Company in full and on demand from and against all liabilities (including any tax liability), direct losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Company incurs or suffers directly in any way howsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Seller's obligations under the Contract.
- 8.4 Without prejudice to **Condition 8.3**, if any person claims that the possession and/or use and/or sale of the Goods by the Company and/or its customers, agents or sub-contractors infringes the intellectual property rights of that or any other person ("**IPR Claim**"), the Seller will indemnify the Company, its customers, agents and sub-contractors against all liabilities, direct losses, damages, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) that the Company, its customers, agents or sub-contractors do or will incur or suffer, all claims or proceedings made, brought or threatened against the Company, its customers, agents or sub-contractors by any person and all losses, liabilities, costs (on an indemnity basis), damages and expenses the Company, its customers, agents or sub-contractors do or will incur or

suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim.

9. TERMINATION

- 9.1 If the Seller commits a breach of the Contract which cannot be remedied the Company may terminate the Contract immediately by giving 7 days' written notice to that effect to the Seller.
- 9.2 If the Seller commits a breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice, being given by the Company, setting out the breach and requiring it to be remedied, the Company may terminate the Contract immediately by giving written notice to that effect to the Seller.
- 9.3 A breach can be remedied if the Seller can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 9.4 The Company may terminate the Contract immediately by giving written notice to that effect to the Seller if the Seller becomes Insolvent.
- 9.5 Following expiry or termination of the Contract:
 - 9.5.1 **Conditions 8, 9, 10 and 17** will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and
 - 9.5.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

10. CONFIDENTIALITY

- 10.1 The Seller will keep confidential any and all Confidential Information that it may acquire.
- 10.2 The Seller will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Seller will ensure that its officers and employees comply with the provisions of this **Condition 10**.
- 10.3 The obligations on the Seller set out in **Conditions 10.1 and 10.2** will not apply to any information which:
 - 10.3.1 is publicly available or becomes publicly available through no act or omission of the Seller; or
 - 10.3.2 the Seller is required to disclose by order of a court or regulatory body of competent jurisdiction.

11. GENERAL

- 11.1 Time will be of the essence in respect of all dates, periods and timescales with which the Seller is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the parties.
- 11.2 The Company's rights and remedies set out in the Terms and Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 11.3 If any term of the Contract is found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 11.4 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 11.5 Neither party will be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract.
- 11.6 The parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.
- 11.7 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter.

12. NOTICE

- 12.1 Any notice or other communication given under or in connection with the Contract will be in writing and addressed to the specified representative of the other party, and:
 - 12.1.1 sent by pre-paid recorded delivery to that party's registered address or principal place of business; or
 - 12.1.2 delivered to or left at (but not, in either case, by post) that party's registered address or principal place of business.
- 12.2 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 12.1** were complied with.

13. ANTI-SLAVERY

- 13.1 In performing its obligations the Seller will:
 - 13.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015 ("**Anti-Slavery Laws**");
 - 13.1.2 have and maintain its own policies and procedures to ensure compliance with Anti-Slavery Laws ("**Anti-Slavery Policy**"), will comply with the Anti-Slavery Policy (as notified to the Company) at all times and will procure that its employees, agents, suppliers and any other persons connected to the Contract will comply with the same at all times; and

- 13.2 will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK ("**Modern Slavery Practice**").
- 13.3 The Seller will:
- 13.3.1 conduct proper and adequate checks on any agency or person used by the Seller to undertake tasks for the Seller (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice;
- 13.3.2 provide the Company with such assistance and information as it may require from time to time to enable the Company to:
- (a) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Company;
- (b) prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
- (c) identify any non-compliance with the Anti-Slavery Policy; and
- (d) conduct due diligence and to measure the effectiveness of the steps the Company is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains; and
- 13.4 permit the Company, and any person nominated by it for this, to have such access on demand to the Seller's premises, personnel, systems, books and records as the Company may require to verify the Seller's compliance with this **Condition 13**.
- 13.5 The Seller will immediately give written notice to the Company upon the occurrence of a breach or suspected breach of any of its obligations referred to in this **Condition 13**. The notice will set out details of the breach or suspected breach.
- 13.6 Any breach of this **Condition 13** by the Seller will be a material breach of the Contract, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
- 13.7 The Company will be entitled, by giving written notice to that effect to the Seller, to require the Seller to take such action as the Company requires to ensure that the Seller fully complies with any Anti-Slavery Law and the Anti-Slavery Policy.
14. **ANTI-CORRUPTION**
- 14.1 The Seller will, and will procure that its officers, employees, agents and any other persons who perform services for Seller or on the Seller's behalf in connection with the Contract will:
- 14.1.1 not commit any act or omission which causes or could cause the Company or Seller (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
- 14.1.2 comply with the Seller's anti-bribery policy (as notified to the Company);
- 14.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 14.1**, and permit the Company to inspect those records as reasonably required;
- 14.1.4 promptly notify the Company of:
- (a) any request or demand for any improper financial or other advantage received by the Seller (or that person); and
- (b) any improper financial or other advantage the Seller (or that person) gives or intends to give, whether directly or indirectly in connection with the Contract; and
- (c) promptly give the Company written notice of any breach of this **Condition 14.1**.
- 14.2 The Seller will indemnify the Company against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Company does or will incur or suffer, all claims or proceedings made, brought or threatened against the Company by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses the Company does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by Seller of **Condition 14.1** (including any failure or delay in performing, or negligent performance or non-performance of, any of Seller's obligations under **Condition 14.1**).
15. **DATA PROTECTION**
- 15.1 The Seller undertakes that it will comply with all applicable data protection laws in connection with the performance of its obligations under the Contract, including the General Data Protection Regulation (GDPR) (EU) 2016/679.
16. **BREXIT HAS NO EFFECT**
- 16.1 The UK's withdrawal from the EU ("**Brexit**"), any change or occurrence arising out of or in connection with Brexit or any movement in exchange rates relating to UK pounds sterling will not:
- 16.1.1 affect any obligation under the Contract; or
- 16.1.2 have the effect of altering any term of the Contract or of discharging or excusing performance under the Contract.
17. **GOVERNING LAW AND JURISDICTION**
- 17.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 17.2 Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract including in relation to any non-contractual obligations.
- 17.3 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.