



MOULDINGS

# *TERMS AND CONDITIONS*

*Industrial Precision Components Limited  
T/A IPC Mouldings  
Terms and Conditions of Purchase and Sale*

*IPC Mouldings  
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## TERMS AND CONDITIONS (SUPPLY OF GOODS & SERVICES TO IPC MOULDINGS)

### 1. INTERPRETATION

- 1.1 In these Terms and Conditions, the following definitions apply:
- Commencement Date** has the meaning set out in clause 2.2;
  - Contract** means the contract between Purchaser and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions;
  - Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company;
  - Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media;
  - Force Majeure Event** means a circumstance beyond the Purchaser's control including (without limitation) industrial dispute, explosion, accident, act of God, war, riot, civil commotion, compliance with any law or governmental order, fire, flood and storm;
  - Terms and Conditions** these terms and conditions as amended from time to time in accordance with clause 12.8;
  - Goods** means the goods and their accompanying documentation (or any part of them) set out in the Purchase Order;
  - Goods Specification** means any specification for the Goods, including any related description or plans and drawings that are provided in the Supplier's printed or online brochure or otherwise agreed in writing by Purchaser and the Supplier;
  - Purchaser** means Industrial Precision Components Ltd (trading as IPC Mouldings) registered in Northern Ireland with company number NI070790;
  - Purchaser Materials** has the meaning set out in clause 5.3;
  - Purchase Order** means Purchaser's purchase order for the supply of Goods and/or Services as set out in Purchaser's purchase order or in Purchaser's written acceptance of the Supplier's quotation, as the case may be;
  - Services** means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
  - Service Specification** means the description or specification for Services agreed in writing by Purchaser and the Supplier;
  - Supplier** means the person, company or firm from whom Purchaser purchases the Goods and/or Services.
- 1.2 In these Terms and Conditions, the following rules apply: (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (e) a reference to **writing** or **written** includes faxes and e-mails.

### 2. BASIS OF CONTRACT

- 2.1 Purchaser providing the Purchase Order to the Supplier in writing constitutes an offer by Purchaser to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions. The Purchaser shall not be liable for any order, order amendment or instructions to proceed with orders unless and until authorised or confirmed on a Purchase Order.
- 2.2 Subject to Purchaser's right to reject any acceptance made by the Supplier after 14 working days of the date of the Purchase Order, the Purchase Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Other than where expressly confirmed in writing by Purchaser, Purchaser does not enter into agreements for the purchase of goods or services other than on the basis of these Terms and Conditions.
- 2.4 All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### **3. SUPPLY OF GOODS**

- 3.1** The Supplier shall ensure that the Goods shall: (a) correspond with their description and any sample provided and any applicable Goods Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), not be counterfeit and be fit for any purpose held out by the Supplier or made known to the Supplier by Purchaser, expressly or by implication, and in this respect Purchaser relies on the Supplier's skill and judgment; (c) save where Purchaser specifies as not applicable, be new and unused and made of new and unused material and free from defects in design, materials and workmanship; (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; (e) be free of foreign object debris; and (f) comply with the terms of the Purchase Order, including (without limitation) any process or procedure as specified in the Purchase Order or otherwise notified by Purchaser.
- 3.2** The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3** The parties will comply with the following requirements for the supply of Goods: (a) AS 9100 Requirement: name or other positive identification, applicable issues or specifications, drawings, process requirements, inspection instructions and other relevant data; (b) for mould tool supply, the Supplier must follow the process steps depicted in Tooling Design Process Map (which shall be provided to the Supplier on request and is deemed incorporated into this Contract).
- 3.4** The Supplier shall permit the Purchaser and its agent and the Purchaser's customer and its agent and any regulatory authority or government department to inspect and test the Goods at any time before delivery and Supplier shall ensure any sub-contract it enters into in respect of the Goods shall contain equivalent permissions. The Supplier shall provide reasonable notice to Purchaser of the testing of the Goods and shall permit Purchaser and its agent to attend and oversee any such testing. The Supplier shall also provide reasonable facilities (at its cost) to Purchaser and its agent (including, without limitation, the right to be on-site to test the Goods at any stage of their production), and shall provide any certificates and information as Purchaser may require. If following such inspection or testing Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1 or the Supplier is unlikely to meet the date and time specified for delivery in accordance with clause 4.2, Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance (at the Supplier's cost). Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.5** The Supplier warrants and represents on an ongoing basis that it shall promptly notify Purchaser in writing of any circumstance which may cause or lead to a delay in the delivery of Goods by the time and date specified in clause 4.2 and of any detection or suspicion of deficiencies in the quality of Goods after delivery.
- 3.6** The Supplier must use special process sources relating to the manufacture, delivery or provision of Goods and/or Services when notified by Purchaser. The Supplier must notify the Purchaser, in advance, of any proposed process changes which may affect the Goods and/or Services ordered by the Purchaser, particularly if a proposed change would affect a key characteristic of the Good and/or Service.
- 3.7** Supplier must provide Purchaser with as much notice as practicably possible (and, in any event, not less than 3 months) before making any change to the design or manufacture of Goods or similar goods. For the avoidance of doubt, no change to the design or manufacture of Goods already ordered under a Purchaser Order shall be permitted without the prior written consent of Purchaser.

### **4. DELIVERY OF GOODS**

- 4.1** The Supplier shall ensure that: (a) the Goods are properly packed and secured in accordance with any packaging requirements notified to the Supplier by Purchaser from time to time or, if none, in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), the outstanding balance of Goods remaining to be delivered (if the Goods are being delivered by instalments) and a Certificate of Conformity where requested by Purchaser; and (c) if the Supplier requires Purchaser to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2** The Supplier shall deliver the Goods (and any associated information requested by the Purchaser, including (without limitation) digital product definition data, drawings, parts lists, materials, FAI information and process

specifications) in accordance with any instructions contained on the Purchase Order and: (a) on the date specified in the Purchase Order or, if no such date is specified, the date specified by Purchaser. Times for despatch and delivery of Goods shall be of the essence; (b) to such location as is specified in the Purchase Order or as instructed by Purchaser before delivery (**Delivery Location**); and (c) unless otherwise specified by Purchaser, during Purchaser's normal hours of business.

- 4.3 The Supplier must clearly mark the Purchase Order number on all consignment packages, packaging notes, advice notes, invoices, monthly statements and all other related correspondence and must inform Purchaser of despatch of Goods (and associated Purchase Order Number) on the date of such despatch.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5 The Supplier shall not deliver the Goods in instalments without Purchaser's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 4.6 Risk in the Goods shall pass to Purchaser on completion of delivery.
- 4.7 Without prejudice to any right of the Purchaser (including, without limitation, the Purchaser's right to reject Goods for non-conformity with clauses 3.1 and 3.3 and the Purchase Order), title in the Goods shall pass to Purchaser on the earlier of completion of delivery and, where advance payments are made, the allocation of goods to the Purchase Order by the Supplier. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser.

## 5. SUPPLY OF SERVICES

- 5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to Purchaser in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by Purchaser and time for performance of the Services shall be of the essence.
- 5.3 In providing the Services, the Supplier shall: (a) co-operate with Purchaser in all matters relating to the Services, and comply with all instructions of Purchaser; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and in accordance with the Purchase Order including, without limitation, any process or procedure as specified in the Purchase Order or otherwise notified by the Purchaser; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Purchaser; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Purchaser, will be free from defects in workmanship, installation and design; (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Purchaser's premises; (i) hold all materials, jigs, equipment and tools, drawings, specifications and data supplied by Purchaser to the Supplier (**Purchaser Materials**) in safe custody at its own risk and maintain Purchaser Materials in good condition until returned to Purchaser; (j) not dispose or use Purchaser Materials other than in accordance with Purchaser's written instructions or authorisation; (k) return Purchaser Materials to Purchaser immediately on demand; (l) on request, promptly provide Purchaser with a complete record of consumption or use of the Purchaser Material; (m) not do or omit to do anything which may cause Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Purchaser may rely or act on the Services; and (n) permit inspection of the Services by the Purchaser and/or its agent at any time.
- 5.4 Purchaser shall: (a) where applicable, provide the Supplier with reasonable access at reasonable times to Purchaser's premises for the purpose of, and to the extent necessary for, providing the Services; and (b) provide such information as the Supplier may reasonably request for the provision of the Services and Purchaser considers reasonably necessary for the purpose of providing the Services.
- 5.5 The Supplier warrants and represents that it shall promptly notify Purchaser in writing of any circumstance which may cause or lead to a delay in the performance of Services by the time and date specified in clause 5.2.

- 5.6** The Supplier must retain quality records that relate to the provision of the Goods or Service for a period of current year plus 10 years minimum after delivery of the Goods or performance of the Services (as appropriate). These records must include material traceability information, inspection and test records, records or approval personnel and all applicable quality records. These records must: (a) be identified, stored and protected in an appropriate manner so that they are easily retrievable for future reference; and (b) remain legible, readily identifiable and retrievable. The Supplier must also ensure that any sub-contractors appointed in respect of the provision of Goods and/or Services are required to maintain such records in compliance with the requirements of this clause.
- 5.7** Supplier must provide Purchaser with as much notice as practicably possible (and, in any event, not less than 3 months) before making any change to the manner of delivery of the Services (and similar services). For the avoidance of doubt, no change to Services already ordered under a Purchaser Order shall be permitted without the prior written consent of Purchaser.

## **6. PURCHASER'S REMEDIES**

- 6.1** If: the Supplier fails to deliver the Goods (or instalment thereof) and/or perform the Services by the applicable date; or if, following any inspection carried out in accordance with clause 3.4 and/or clause 5.3, the Purchaser considers that the Supplier will fail to deliver the Goods by the date and time specified for delivery in accordance with clause 4.2 or perform the Services by the date and time specified for performance in accordance with clause 5.2, Purchaser shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to extend the applicable date; (b) to require the Supplier to take (at the Supplier's cost) all steps necessary to meet the original delivery date (or any extended date as specified by Purchaser) including, without limitation, expediting delivery methods and allocating additional resources; (c) to claim damages for any additional costs, loss or expenses payable by Purchaser which are in any way attributable to the Supplier's failure or expected failure to meet any date, including, without limitation, any liquidated or other damages payable by Purchaser to its customer(s) and for the allocation of additional resources and costs by Purchaser to meet deadlines agreed with Purchaser's customers or expedite delivery to those customers (and Supplier hereby indemnifies Purchase against all such costs, liabilities, damages and expenses arising from the Supplier's failure or expected failure to meet any date); (d) where Purchaser has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded in full by the Supplier; (e) to recover from the Supplier any costs incurred by Purchaser in obtaining substitute goods and/or services from a third party; (f) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; and (g) to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, Purchaser shall have one or more of the following rights, whether or not it has inspected or accepted the Goods: (a) to require the Supplier to produce a recovery plan and repair or replace the Goods, or to provide a full refund of the price of the Goods (if paid); (b) to claim damages for any additional costs, loss or expenses payable by Purchaser arising from the Supplier's failure to supply Goods in accordance with clause 3.1, including, without limitation, any liquidated or other damages payable by Purchaser to its customer(s); (c) to recover from the Supplier any costs payable by Purchaser in obtaining substitute goods from a third party; (d) to refuse to accept any subsequent delivery of Goods which the Supplier attempts to make; (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; and (f) to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 6.3** Where Goods (or any component(s) of a Good) are found to be counterfeit or fail testing by the Purchaser, the Purchaser shall notify the Supplier and appropriate regulatory authorities and the Supplier shall issue a return merchandise authorisation and full refund to the Purchaser. The Purchaser reserves the right to request a material or part test report to validate the conformity of the Goods with the requirements specified in these Terms and Conditions. In the event the Goods supplied to the Purchaser become the subject of a legal or counterfeit issue, the Supplier shall provide the Purchaser with all permissions, information and documentation (including in relation to the Supplier's subcontractors) as requested by the Purchaser.
- 6.4** These Terms and Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5** Purchaser's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

## **7. CHARGES & PAYMENT**

- 7.1** The price for the Goods: (a) shall be the price set out in the Purchase Order or the price otherwise agreed between the parties; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Purchaser. No extra, or variation to, charges or shall be effective unless agreed in writing and signed by Purchaser.
- 7.2** The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Purchaser, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3** Unless specified otherwise in the Purchase Order: (a) in respect of Goods, the Supplier shall invoice Purchaser on or at any time after completion of delivery (including delivery of any documentation or certificates required by Purchaser); and (b) in respect of Services, the Supplier shall invoice Purchaser on completion of the Services. Each invoice shall include such supporting information required by Purchaser to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 7.4** In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise agreed between the parties, Purchaser shall pay the undisputed invoiced amounts within agreed credit terms (which, if not otherwise agreed, shall be within 30 days of the end of the calendar month in which either the correctly rendered and undisputed invoice is received by Purchaser or the Goods are received by Purchaser (whichever occurs later)) to a bank account nominated in writing by the Supplier. Without prejudice to any other right or remedy of Purchaser, payment of the Supplier's invoice may be delayed due to its failure to comply with its obligations under clause 4.3.
- 7.5** All amounts payable by Purchaser under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time.
- 7.6** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Purchaser to inspect such records at all reasonable times on request.
- 7.7** Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Purchaser against any liability of Purchaser to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7.8** The Supplier shall have no right to suspend subsequent performance of the Services and/or delivery of the Goods in the event of disputed or late payment of any amounts payable by Purchaser under the Contract.
- 7.9** The Supplier represents and warrants to Purchaser that the price for the Goods and the charges for the Services offered to Purchaser under the Contract are no less favourable than the prices and charges offered to any other party purchasing similar quantities. In the event the Supplier offers more favourable prices or charges to any other party, the Supplier will promptly notify Purchaser of such event and offer such more favourable prices or charges to Purchaser commencing upon the date such more favourable prices or charges were offered to the other party.

## **8. INTELLECTUAL PROPERTY & CONFIDENTIALITY**

- 8.1** In respect of the Goods and any goods that are transferred to Purchaser as part of the Services under the Contract (including without limitation the Deliverables or any part of them) the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Purchaser, it will have full and unrestricted rights to sell and transfer all such items to Purchaser.
- 8.2** The Supplier, as legal and beneficial owner and free from all third party rights, hereby grants a non-exclusive, royalty-free, perpetual, worldwide and irrevocable licence to Purchaser to use, modify and copy all intellectual property rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3** The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled.
- 8.4** The Supplier shall, promptly at Purchaser's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Purchaser may from time to time require for the purpose of securing for Purchaser the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to Purchaser in accordance with clause 8.2.

- 8.5** All Purchaser Materials are the exclusive property of Purchaser.
- 8.6** The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, drawings, designs, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Purchaser, its employees, agents or subcontractors, and any other confidential information concerning the Purchaser's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such of Purchaser's confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier may only disclose such of the Purchaser's confidential information as is, and only to the extent, required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 8.7** Clauses 8.4 and 8.6 shall survive termination of the Contract.
- 8.8** The Supplier shall not use information related to the Contract in any marketing material or pitch, make any announcement, advertisement or issue any publicity about the Contract (including its terms and existence) or the relationship of the parties without the prior written consent of Purchaser.

## **9. INDEMNITY & INSURANCE**

- 9.1** The Supplier shall keep Purchaser indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Purchaser as a result of or in connection with: (a) any claim made against Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against Purchaser by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 9.2** Clause 9.1 shall survive termination of the Contract.
- 9.3** During the term of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance, public liability insurance and, where requested by Purchaser, professional indemnity insurance, in each case to cover the liabilities that may arise under or in connection with the Contract, and shall, on Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **10. TERMINATION & ITS EFFECT**

- 10.1** Without limiting its other rights or remedies, Purchaser may, at any time and without liability, terminate the Contract with immediate effect: (a) if any contract(s) between Purchaser and its customer(s) upon which the Contract depends in whole or part is terminated or discharged, in which circumstances Purchaser will provide the Supplier with as much notice as reasonably possible; (b) if there is a change of Control of the Supplier; or (c) on 30 days' written notice to the Supplier.
- 10.2** In any of the circumstances in these Terms and Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 10.3** Without limiting its other rights or remedies, Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so; or (b) the Supplier 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of applicable insolvency legislation or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of applicable insolvency legislation or (being a partnership) has any partner to whom any of the foregoing apply; or (c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding



up of the Supplier (being a company); or (e) the Supplier (being an individual) is the subject of a bankruptcy petition or order; or (f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company); or (h) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; or (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 10.3(b)-(i) (inclusive); or (k) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

**10.4** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, and clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**10.5** On termination of the Contract for any reason, the Supplier shall immediately deliver to Purchaser all Deliverables whether or not then complete, and return all Purchaser Materials. If the Supplier fails to do so, then Purchaser or its appointed agents may enter the Supplier's premises and take possession of them and the Supplier grants Purchaser and its appointed agents a licence to do so. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

## **11. FORCE MAJEURE**

**11.1** If a Force Majeure Event occurs which would interrupt, prevent or hinder the Purchaser's receipt, use or enjoyment of the benefits of the Goods and/or Services, the Purchaser may (at its sole option) cancel the Purchase Order or suspend it (or performance or delivery under it) until such Force Majeure Event ceases.

**11.2** Any time for performance or delivery under Purchase Order shall be extended until such date as Purchaser notifies the Supplier.

## **12. GENERAL**

**12.1** At all times during the term of any Purchase Order, the Supplier must maintain AS9100 and/or ISO9001 certification for its quality management systems and provide all documentation required by Purchaser to verify such certification.

**12.2** Purchaser may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Purchaser.

**12.3** In these Terms and Conditions: (a) any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail; (b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.3(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the third day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, at 9.00am on the next working day after transmission; and (c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.4** 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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**12.5** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 12.6** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 12.7** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.8** Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Purchaser.
- 12.9** In performing its obligations under the Contract, the Supplier shall (and shall procure that each member of its group shall) comply with all applicable laws, statutes, regulations and codes from time to time in force (including, without limitation, the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 and the Modern Slavery Act 2015).
- 12.10** Where requested by the Purchaser, Supplier shall, without undue delay, provide reasonable information, documentation and other evidence of the ethical behaviour of the Supplier and its subcontractors including (without limitation) in relation to anti-bribery, anti-fraud, anti-child labour, anti-slavery and whistleblowing policies, practices and procedures.
- 12.11** 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 in accordance with the laws of Northern Ireland, and each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **Terms and Conditions of Sale of Industrial Precision Components Limited T/A IPC Mouldings ("The Company")**

### **1. GENERAL**

- (a) These Conditions shall apply to all goods and services supplied by the Company and supersede any previous terms and conditions of the Company. Any provisions stipulations or conditions made by or contained in any documents issued by any customer of the Company ("the Customer") are hereby excluded.
- (b) The obligations of the Company hereunder are subject to all necessary governmental and other consents and permits, including without limitation applicable export licences, having been issued to the Company.
- (c) These Conditions are governed by the Incoterms 2000 (as revised from time to time). In the event of any inconsistency between these Conditions and the said Incoterms, these Conditions shall prevail.

### **2. QUOTATIONS**

- (a) All quotations shall be given by the Company without obligation and shall be exclusive of VAT. The Company reserves the right to alter or withdraw a quotation without notice at any time prior to acceptance of an order.
- (b) Unless previously withdrawn, every quotation is open for acceptance within 30 days only from its date subject to Condition 3(a) below and any revision in price referred to in Condition 3(d) and, if required by the Company, is subject to approval of the Customer's credit.

### **3. ORDERS AND PRICES**

- (a) No contract shall arise between the Company and the Customer until an order by the Customer has been accepted by the Company.
- (b) Orders may be placed in writing or email subject to the Customer giving an order reference. These Conditions shall apply to all orders so placed and copies of these Conditions are available on request.

- (c) The Company reserves the right to require that orders be signed by or (if made by telephone) confirmed in writing by an authorised signatory of the Customer, giving his name, position and evidence of such authority.
- (d) Unless otherwise agreed in writing all quotations are given and all orders are accepted at the Company's prices ruling at the date of quotation and/or order as the case may be. The Company reserves the right to amend prices on or at any time after acceptance of any order and to correct errors or omissions. Prices will be amended to reflect, inter alia, increased costs to the Company of VAT (or any other applicable sales tax) goods and labour.
- (e) Prices quoted for all sales are ex-warehouse prices. Carriage, freight, transit, insurance, packaging and other charges (where applicable) are additional charges for the Customer's account except where otherwise stated. Unless otherwise stated, all fees, expenses or costs are exclusive of VAT (or other applicable sales tax imports or levies imposed in any part of the world) which shall be added to the price and be payable by the Customer.
- (f) The terms granted in respect of any order are not applicable to any subsequent order without the express written consent of the Company.
- (g) The Company reserves the right to sub-contract the performance of any order.

#### **4. DELIVERY**

- (a) In respect of export sales, the Customer shall take delivery of the goods as soon as they are placed at his disposal at the agreed time and place.
- (b) Periods quoted for delivery of goods or for the performance of work commence from the date of acceptance of the Customer's order (with pre-payment if required), the receipt of all information and data and the grant of all necessary export, import or other permits or licences.
- (c) All delivery dates quoted by the Company are estimated only and do not form a term of the contract with the Customer. Whilst the Company will endeavour to adhere to quoted delivery times no liability shall be incurred by the Company by reason of any delay nor shall the order be void for that reason.
- (d) In respect of export sales, if any goods placed at the Customer's disposal in accordance with condition 4(a) are not thereupon accepted by the Customer they will (without prejudice to any other consequences) be stored at the Customer's risk and expense at a reasonable charge but for the purpose of determining the due date of payment of the goods, shall be considered to have been delivered when first tendered.
- (e) Where, under the terms of an order, the Customer is entitled to take delivery of goods during a period of 12 months from the order date and the Customer fails to call off all such goods during such period, the Company reserves the right to deliver, and the Customer shall take delivery of, the balance of goods outstanding under the term of the order. At the time of delivery or deemed delivery by the Company of such outstanding goods the total price payable in respect of such order shall (without prejudice to any other right or remedy of the Company) immediately become due and payable to the Company.
- (f) Where the Company has agreed to arrange for the transport of goods, then unless a specific method and manner of transport of goods in relation to a particular order has been agreed in writing between the Company and Customer, goods shall be transported by such method as the company shall select.

#### **5. PAYMENT**

- (a) Subject to any express terms set out in an order, payment shall be made in full in sterling without set-off, counter-claim or other deduction and within 30 days from the date of invoice. Time shall be of the essence of the contract in respect of payment of all sums due to the Company under these Conditions.
- (b) All liabilities of the Company are subject to the terms of payment and observances by the Customer of all his obligations under the contract.
- (c) The Company reserves the right to charge the Customer interest (after as well as before judgement) on any overdue account at the rate of 3% per annum above its banker's base rate from time to time.
- (d) If a Customer fails to pay any sums due at the time or times and in the manner stipulated, the Company shall be entitled to a general lien on all the Customer's goods in its possession (notwithstanding that such goods or some of them may have been paid for) for the unpaid price or any part thereof of any goods sold and delivered to the Customer by the Company under this or any other contract and the Company shall be entitled to sell or otherwise dispose of such goods in such manner as it thinks fit. In addition and without prejudice to its right to recover damages for any loss sustained by it, while any account of a Customer is overdue, the Company reserves the right to cancel and/or suspend performance of the Company's obligations to the Customer under any contract until payment of any overdue accounts including interest thereon has been received by the Company in cleared funds in respect of that or any previous order.

#### **6. INSPECTION OF GOODS**

- (a) Inspection of goods if required is to be at the Company's warehouse and shall not create a sale by sample.

## **7. REPRESENTATIONS**

- (a) Illustrations and specifications set out in the price lists and other sales literature of the Company are statements of opinion and are provided for information only and form no part of the contract.

## **8. CUSTOMER'S SPECIFICATIONS**

- (a) If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification or a pattern submitted by the Customer, the Customer shall indemnify the Company against all loss (including consequential loss), damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim or infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification or pattern.

## **9. WARRANTIES AND LIMITATION OF LIABILITY**

- (a) The Company warrants that subject to compliance with Condition 12 it will make good by repair or supply or a replacement any defects in goods manufactured by it and sold to the Customer hereunder provided always that such defects are in the Company's reasonable opinion, due solely to its faulty workmanship.
- (b) Without prejudice to Conditions 9(c) (d) (e) and (f) hereof, the Company shall at its own option and to the extent that it is able assign to the Customer its entitlement to benefit under any guarantee or warranty on material or services supplied to the Company where such guarantee or warranty relates to components of the goods sold by the Company to the Customer provided that there has been no misuse or improper installation of the goods.
- (c) Without prejudice to Conditions 9(c) (d) (e) and (f) hereof and subject as herein provided the aggregate liability (if any) of the Company in respect of any claim brought against it by the Customer shall in all circumstances be limited to the net invoice price payable under the relevant contract.
- (d) Subject to Conditions 9(a) and (b) and save where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the law.
- (e) Where the goods are sold under a consumer transaction the statutory rights of the Customer are not affected by these Conditions.
- (f) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other item, or any duty at common law or under the express terms of the contract or for any loss, consequential loss or damage (whether there is a loss or profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its employees sub-contractors or agents or otherwise) which arise out of or in connection with the supply of goods and/or services to and/or their use or resale by the Customer except as expressly provided in these Conditions.
- (g) Except where the contract is an International supply contract having the characteristics specified in Section 26 of the Unfair Contract Terms Act 1977, nothing contained in the contract shall exclude or restrict –
  - i. Any liability of the Company for breach of its implied undertaking as to title, and
  - ii. Where the Customer deals as consumer within the meaning of the Unfair Contract Terms Act 1977, any liability of the Company for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quantity or fitness for a particular purpose.

## **10. RISK AND TITLE**

- (a) The property in goods supplied by the Company shall not pass to the Customer until the Company has received in cash or cleared funds payment of all monies due from the Customer to the Company for all goods and services supplied under all orders.
- (b) Until such time as the property passes to the Customer all goods supplied by the Company to the Customer shall be stored separately (without charge to the Company) and marked so as to be readily identifiable as being the property of the Company and shall be insured by the Customer to the value of at least the full purchase price under the contract.
- (c) Until such time as the property in any goods supplied by the Company passes to the Customer in accordance with Condition 10(a) above, and provided the goods are still in existence and have not been resold by the Customer, the Company shall be entitled without prejudice to any other rights or remedies it may have at any time to repossess the goods. For the purpose of such repossession the Customer grants an irrevocable right and licence to the Company through its servants or agents with or without vehicles to enter goods. For the purpose of such repossession the Customer grants an irrevocable right and licence to the Company through its servants or agents with or without vehicles to enter at any reasonable hour upon all of any of the Customer's premises or any other premises where the goods are stored. This right shall continue to subsist notwithstanding the termination of any contract with the

Customer and is without prejudice to any other right or remedy available to the Company. The Company reserves the right to charge the Customer for any reasonable costs incurred in such repossession.

- (d) The Customer shall not pledge or in any way charge by way of security any of the goods which remain the property of the Company, but if the Customer does so pledge or charge the goods, all monies then owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) immediately become due and payable.
- (e) In the event that a Customer owned mouldtool held in Company storage is not used in production over a period of 5 years and where no instruction has been received from the Customer regarding its status the Company shall declare goods obsolete and will dispose of accordingly.
- (f) Notwithstanding the foregoing, risk in respect of the goods shall pass to the Customer at the point when such goods leave the Company's warehouse for the delivery to the Customer.

#### **11. TERMINATION**

- (a) The Company shall be entitled to terminate the contract without notice and with immediate effect, but without discharging any pre-existing liability of the Customer to the Company, and without prejudice to any other right or remedy of the Company in respect of the breach concerned or any other matter arising under these Conditions, in any of the following circumstances:-
  - i. if the Customer, not being a body corporate becomes bankrupt, compounds or makes any arrangement with his creditors or commits an act of bankruptcy or the like under the laws of any jurisdiction;
  - ii if the Customer being a body corporate makes any composition or arrangement with its creditors, has a Receiver, Administrative Receiver or Administrator (or the like under the laws of any jurisdiction) appointed in respect of the whole of its assets or undertaking or any part thereof, or enters into liquidation or is insolvent, within the meaning of the Insolvency Act 1986 or any analogous legislation in any jurisdiction; or
  - iii if the Customer commits any material or persistent breach of any of its obligations under the contract or these Conditions
- (b) Upon termination of any contract at any time pursuant to Condition 11(a) and without prejudice to any other rights arising, the Company shall be entitled to demand immediate payment of all accounts due or accrued to the Company there under together with any interest and to retain for its benefit any advance payment, part payment and/or deposit already paid.

#### **12. RETURN OF GOODS**

- (a) No goods may be returned, unless either:-
  - i a valid claim is involved in the circumstances specified in Conditions 9(a) or (b); or
  - ii at the Company's sole discretion
- (b) It shall be a condition of any such return that the goods shall be returned within 14 days of the date of delivery or deemed delivery with the supplying invoice to the Company's premises, for credit and in a good condition, and that the same may be subject to a restocking and administration charge.

#### **13. COUNTERFEIT GOODS**

- (a) Seller represents the goods to meet the original manufacturers published specifications at the time of original manufacturing for a minimum of 60 days. **THERE IS NO WARRANTY TIME LIMIT FOR PRODUCT FOUND TO BE COUNTERFEIT.** Seller agrees to issue an RMA and full refund to IPC Mouldings. Where parts are identified as counterfeit or fail testing IPC Mouldings shall notify the supplier and appropriate regulatory authorities. The company reserves the right to request a material or part test report to validate the product conformity. In the event the parts supplied from the seller to IPC Mouldings on this purchase order become the subject of a legal or counterfeit issue Seller agrees to give IPC Mouldings access to the Seller's Sub-Tier Supplier of the parts supplied in question.

#### **14. RECORD CONTROL**

- (a) All records created by key suppliers must be controlled by suppliers and held for at least eleven years. Records must be made available for our customers and regulatory authorities when required.

#### **15. CANCELLATIONS**

- (a) Cancellations of orders for goods shall only be accepted by the Company if made in writing by the Customer and received by the Company prior to it having manufactured the goods or having incurred any obligation to its suppliers.
- (b) Without prejudice to any other remedies it may have the Company shall be entitled to claim for all reasonable administrative and other costs incurred by the Company on the Customer's behalf in connection with such cancelled order and any other loss (whether direct or indirect) caused by reason of cancellation.

- (c) In the event of cancellation of the uncompleted balance of an order by the Customer, the Company reserves the right to charge for those goods already supplied on the order at the price applicable to the quantities supplied.
- (d) The Customer shall be liable to the Company for any loss caused by reason of cancellation.

#### **16. FORCE MAJEURE**

If any of the Company's obligations shall be prevented, hindered or interfered with by war, strikes, accidents of force majeure or by any cause whatsoever and howsoever beyond its control, the Company shall have the option to suspend or cancel any obligation then unperformed and shall not be responsible for any loss or damage arising directly or indirectly therefrom.

#### **17. WAIVER**

No relaxation, forbearance, delay or indulgence by the Company in enforcing any of the terms and conditions of the contract shall prejudice or restrict its rights there under nor shall any waiver by it of any breach thereof operate as a waiver of any continuing or subsequent breach.

#### **18. MISCELLANEOUS**

- (a) The headings used in these Conditions are for convenience only and shall not affect their meaning or construction.
- (b) These Conditions shall not be varied or waived except in writing and by the hand of a director of the Company.
- (c) In these Conditions reference to any gender shall include all other genders and to the singular shall include the plural and vice versa.
- (d) The invalidity of any individual provision of these Conditions shall not affect the validity of the remaining provisions.

#### **19. NOTICES**

- (a) Any notice required or desired to be served pursuant to these Conditions shall be delivered by hand or sent by first class post (airmail if sent to or from abroad) (i) in the case of notices to the Company at its registered office (ii) in the case of the Customer at the address from which the goods were ordered or if the Customer is a Company at its registered office or (iii) in the case of either party at such other address as it shall notify to the other in writing.
- (b) Any notice sent by post aforesaid shall be deemed to arrive in the case of inland mail 48 hours after posting, in the case of overseas mail 5 days after posting for Europe and 7 days elsewhere.

#### **20. JURISDICTION**

These Conditions and any contract between the Company and the Customer shall be subject to the non-exclusive jurisdiction of the English Courts and in all respect be construed and operate as an English contract and in conformity with English law.