

# CORPLEX UK GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. SCOPE

These General Terms and Conditions of Purchase and any future versions are freely accessible on the Purchaser's website [www.corplex.com](http://www.corplex.com). Any order accepted by the Supplier indicates that the Supplier has unconditionally accepted these General Terms and Conditions of Purchase subject to any exemptions agreed by the parties beforehand in writing. Therefore, the agreement between the Parties regarding the terms of the order comprises the following, in descending order of priority: (i) the Purchase Order (ii) these General Terms and Conditions of Purchase (iii) the Purchaser's specification (iv) the Supplier's offer confirmed by the Purchaser.

In the event that any of these clauses is null and void, the other clauses shall continue to be valid. The Purchaser's failure to invoke any of the clauses against the Supplier shall not be considered as a waiver of any rights under these clauses.

## 2. FORMATION OF THE SALE

The Supplier shall be deemed to have accepted the order if it has not given notice of its refusal to fulfil it within 3 working days from the date of said order. The Purchaser may decide to cancel the order within the same timeframe without liability. If the Supplier starts to fulfil the order within this timeframe, it shall be deemed to have accepted the order.

The Supplier must comply with the terms of the order, particularly with respect to delivering compliant supplies or performing compliant services within the agreed timeframes, and time shall be of the essence for fulfilment of the order. Any departure from these conditions, like any changes to the order, must be put in writing and accepted by the Purchaser.

## 3. DELIVERY

3.1. The Supplier must deliver the supplies in the quantities, at the place of delivery and on the delivery date mentioned on the order, accompanied where need be by any technical leaflets, instructions for use or safety instructions which must be written in English. The Supplier is responsible for the packaging of the supplies, which must be appropriate for the means of transport used and the supplies being transported.

The Purchaser must be provided with a delivery note for the order stating the reference number and the quantity of supplies delivered and which must be countersigned by the Purchaser.

Unless otherwise stipulated in the order, the supplies are delivered DAP – Delivered at Place Incoterms® 2020. Services are accepted by the signing of a jointly-agreed report, without reservations or once any reservations have been addressed.

3.2. No advance delivery or performance ahead of the date stipulated on the order shall be accepted without the Purchaser's prior consent. Any delay, for any reason whatsoever, that occurs during the fulfilment of the order must be reported immediately by any written means. Such notification does not relieve the Supplier of any of its obligations under these General Terms and Conditions of Purchase.

If compliant delivery or performance does not occur within 3 working days following the deadline initially agreed, the Purchaser may choose to either (i) cancel the order with immediate effect, without liability, for the whole order or the undelivered or non-compliant part, obtain the relevant refund and refuse any delivery after the Supplier has been notified of the cancellation. This refund can be made by offsetting it against any sum owed by the Purchaser to the Supplier; or (ii) have the order fulfilled by a third party at the Supplier's expense and risk. These remedies are without prejudice to any damages which the Purchaser might need to claim from the Supplier as compensation for the loss it may have sustained as a result of the Supplier's failure.

3.3. The Purchaser reserves the right to change the quantities and delivery dates initially agreed. The Supplier has 2 working days to notify the Purchaser of its refusal of such changes. Otherwise, such changes shall be deemed to have been accepted.

3.4. Under no circumstances may the Supplier directly or indirectly assign all or part of fulfilment of the order (whether in return for payment or free of charge). Under no circumstances may it subcontract fulfilment of the order or have it fulfilled by a third party without the Purchaser's prior written consent. Where such consent is given, the Supplier shall remain solely responsible for the proper fulfilment of the order by the subcontractor in accordance with these General Terms and Conditions of Purchase and for the subcontractor's compliance with the labour regulations applicable to the employment of its employees.

## 4. PRICES, INVOICING AND PAYMENT TERMS

4.1. Unless otherwise stipulated in the order, the prices are fixed and non-revisable. They shall include all associated costs, including transportation, packaging, loading and unloading costs, the cost of insurance and customs duties, taxes and levies up to its arrival at the Purchaser's premises.

4.2. The Supplier agrees to assume all risk related to a change of circumstances which was unforeseeable when the order was concluded.

4.3. Invoicing shall take place no earlier than the date on which the supplies and/or services are accepted by the Purchaser. The invoice must include all of the information on the order for identifying the supplies and/or services and checking them, and be accompanied by proof of acceptance of the supplies and/or services. The invoice must be sent to the billing address on the front of the order.

4.4. Unless otherwise stipulated in the order, the price is payable by any means within 45 days of the end of the month following the invoice issue date.

4.5. The Purchaser reserves the right to offset its debts with any sum it might be owed by the Supplier.

## 5. ACCEPTANCE OF SUPPLIES

The Purchaser reserves the right to carry out any checks on the supplies upon their arrival at its premises, without this diminishing or removing the Supplier's liability. Any supplies which do not comply with the order (in terms of quality or quantity) may be returned to the Supplier at its own expense and risk. The Supplier shall, in any event, remain liable for faults and defects in its supplies that might have escaped the Purchaser's check or which are only revealed when the supplies are used.

## 6. SUPPLIER PERSONNEL

The Supplier undertakes to comply with all applicable UK employment legislation (including without limitation work permits and taxes) relating to its personnel engaged in fulfilment of orders under these General Terms and Conditions of Purchase.

## 7. TRANSFER OF OWNERSHIP AND RISK

Unless specifically stipulated otherwise in writing, the transfer of ownership of supplies takes place on delivery of the supplies to the Purchaser. The risks relating to the ordered supplies shall be transferred to the Purchaser at the time of delivery.

## 8. GUARANTEES

8.1. The Supplier, an informed professional, undertakes to deliver supplies that comply with the Purchaser's requirements and current regulations. Otherwise the Purchaser shall be entitled to suspend or refuse payment for non-compliant supplies.

8.2. The Supplier undertakes to make no changes to the characteristics and specifications of the supplies sold, to the materials used in the supplies or to manufacturing process and place of manufacture without the Purchaser's prior consent.

8.3. The Supplier guarantees the Purchaser quiet possession of the goods sold.

8.4. Unless the Supplier offers more favourable legal or contractual guarantees in its usual course of business, the Supplier shall provide the Purchaser with a guarantee against any visible or hidden defects, design or manufacturing flaws and abnormal wear and tear of the supplies, and shall guarantee that the supplies meet the requirements of their purchased specification for a minimum period of 2 years from the date they are accepted. The Supplier shall replace the supplies or refund their cost as soon as possible, at the Purchaser's discretion, if these guarantees are not met.

## 9. INTELLECTUAL PROPERTY

Each party shall retain all of its intellectual property (IP) rights over the supplies and/or services provided in accordance with the order. Except as otherwise expressly provided, no clause contained in these General Terms and Conditions of Purchase may be interpreted as conferring a licence or right over all or part of an IP right belonging to either party.

The Supplier grants the Purchaser a personal, non-exclusive, royalty-free licence to use and exploit its IP rights pertaining to the supplies and/or services which are the subject of the order, only for the purposes necessary for using and operating said supplies and/or services and in order for the Supplier to fulfil its obligations.

Any IP right originating from, obtained or developed by the Purchaser or a contractor on behalf of the Purchaser in connection with the use and the operation of supplies and/or services provided by the Supplier, is and shall remain the entire and sole property of the Purchaser.

The Supplier assumes full liability and shall defend and indemnify the Purchaser in the event of proceedings initiated on the basis of an infringement of a third party's IP right and connected with the Purchaser's use and operation of the supplies and/or services provided.

In the event of proceedings initiated against the Purchaser on the basis of an infringement of a third party's IP rights, the Supplier shall remain liable and shall indemnify the Purchaser against any claims, losses or damages and shall bear all of the costs and expenses incurred in connection with said proceedings. Should such proceedings prevent the Purchaser from using the supplies and/or services, the Supplier must, at its own expense and as soon as possible:

- obtain the right for the Purchaser to continue to use the supplies and/or services in accordance with the order without infringing a third party's IP rights; or
- provide the Purchaser with alternative supplies and/or services that do not infringe a third party's IP rights, or other items of equivalent or enhanced functionality or performance in accordance with the order; or
- promptly replace said supplies and/or services without loss of functionality or performance, so that their use does not infringe any third-party IP right.

## 10. LIABILITY

The Supplier is liable for and will indemnify, hold harmless and defend the Purchaser against any costs (including legal fees), liabilities, losses and damages it causes to the Purchaser and to any third party arising out of the fulfilment of the order and/or delivery of the supplies to the extent that such costs, liabilities, losses and damages arise out of the breach, negligent performance or failure or delay in performance of these General Terms and Conditions of Purchase by the Supplier.

## 11. INSURANCE

The Supplier agrees to take out any insurance policy necessary for fulfilling the order and to maintain it with a reputable insurance company, at its own expense and for sufficient amounts. The Supplier agrees to provide an insurance certificate and proof of payment of the premiums upon request from the Purchaser. The Supplier waives all rights of subrogation against the Purchaser and its insurers, and agrees to obtain an identical waiver from its insurer.

## 12. CONFIDENTIALITY

All of the documents, technical and sales information, etc. entrusted to the Supplier by the Purchaser are confidential. They must not be reproduced or disclosed in any way. They must be returned to the Purchaser no later than the time of delivery. The Supplier may only use the Purchaser's name as a reference with the Purchaser's prior written agreement.

## 13. COMPLIANCE

13.1. The Supplier undertakes to comply with all statutory provisions in force, particularly those related to health, safety, the environment and employment law to which it is subject. If the Supplier has to operate on one of the Purchaser's sites, the Supplier agrees to comply with the site operating procedures and the health, safety and environmental rules applicable to the site and if need be to obtain any necessary permits and authorisations to enable it to enter the Purchaser's site.

Furthermore, the Purchaser expects its suppliers to act ethically in all circumstances, particularly in relation to human rights, working conditions and environmental protection, including through the application of and compliance with all national and international legislation. The Supplier agrees to meet all of the Purchaser's demands in terms of ethics and sustainable development imposed by the Purchaser or one of the Purchaser's customers.

13.2. The Supplier agrees to comply with the provisions of anti-corruption laws, agreements or regulations that might apply to it, including the Bribery Act 2010 and Modern Slavery Act 2015.

13.3. The parties agree to process any personal data in accordance with the applicable legal provisions and the General Data Protection Regulation No.2016/679.

## 14. SUPPLIER EQUIPMENT

The Supplier shall transfer ownership to the Purchaser of all the samples, prototypes and tools which the Supplier produces or has had produced for the purposes of fulfilling the order.

## 15. AUTOMATIC CANCELLATION

If the Supplier fails to fully or partially carry out any of its obligations, the Purchaser may cancel the order immediately in full or in part, at any time, 8 days after issuing formal notice by registered letter to the Supplier, provided the Supplier has not rectified its failure within this time period. Any payments that have already been made for the part of the supplies which has not been delivered or accepted by the Purchaser shall be refunded to the Purchaser immediately. Any costs, such as charges for returning goods or penalties borne by the Purchaser as a result of the Supplier's failure, shall be deducted or charged to the Supplier, at the Purchaser's discretion.

## 16. ATTRIBUTION OF JURISDICTION - APPLICABLE LAW

Any dispute shall be subject to the exclusive jurisdiction of the courts in the jurisdiction of the Purchaser's registered office even in the case of third-party appeals or multiple respondents. The applicable law shall be English law.