

TERMS & CONDITIONS OF PURCHASE

1 Definitions

- 1.1 The “Company” shall mean Cornelius Electronics.
- 1.2 The “Supplier” shall mean the person, firm, company, or other organisation to whom the Company’s Purchase Order is issued.
- 1.3 The “Goods” shall mean all items including service covered in the Company’s Purchase Order.
- 1.4 The “Contract” shall mean the agreement between the Company and the Supplier consisting of the Purchase Order, these Conditions of Purchase and any other documents or Conditions specified or referred to in the Purchase Order.

2 Description

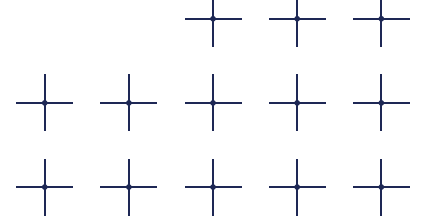
- 2.1 The Goods shall be fit for the purpose intended where made known to the Supplier in writing and of the quality described in and in accordance in all respects with the terms of the Contract and any other relevant details drawn to the Supplier’s attention prior to the Contract.
- 2.2 Unless otherwise agreed in writing the Goods shall be strictly in accordance with latest British Standard Specification and/or Codes of Practice.
- 2.3 The Supplier shall ensure that the Goods comply with all relevant requirements and/or Codes of Practice of which it should reasonably be aware including but not limited to those specifically notified to it by the Company in writing as part of the Contract.

3 Delivery, Risk and Title

- 3.1 The date of delivery shall be that specified in the Contract.
- 3.2 Should the Goods or any part of them not be delivered within the time specified in the Contract the Company shall have the right to terminate the Contract either wholly or to the extent of the Supplier’s default.
- 3.3 Unless otherwise agreed in writing delivery of the Goods shall be made by the Supplier at the place and in the manner specified in the Contract.
- 3.4 Risk of the Goods shall remain with the Supplier until the Goods have been removed from the transport vehicle and safely delivered to the Company’s premises.
- 3.5 Title of Goods shall pass to the Company upon signature confirming delivery.

4 Loss or Damage in Transit

- 4.1 The Company shall advise the Supplier of any damage, loss, or non-delivery of any part of a properly documented consignment of Goods the subject of any order within a reasonable period of time.
- 4.2 The Supplier shall forthwith make free of charge to the Company any loss or damage to the Goods notified under Condition 5.1.



5 Inspection and Rejection

5.1 The Company may inspect the Goods during a reasonable period after delivery has been made and shall then have the right to reject any Goods which do not conform with the provisions of Condition 3.1 by written notification to the Supplier.

5.2 The Company shall have the right in respect of any Goods rejected under Condition 6.1 to purchase similar Goods elsewhere and return the rejected Goods at the Supplier's risk and expense but without prejudice to any other right the Company may have against the Supplier.

5.3 Before exercising its right to purchase elsewhere under Condition 6.2 the Company shall allow the Supplier a reasonable period at its own risk and expense to remove the Goods rejected by the company and replace them with Goods that comply with the provisions of the Contract.

6 Warranties

6.1 The Supplier shall warrant that the Goods are fit for purpose, and free from any defect(s) for a period of twelve months from the date of use whether actual or latent in material, workmanship and design, and the Supplier shall, at the Company's entire discretion, at its own expense forthwith either make good any defect or replace the Goods free of charge. Nothing within this Condition is intended to limit the Supplier's liability with regard to supply of Goods that are fit for purpose, or any other performance or quality specification detailed on the order.

7 Price and Payment

7.1 The price of the Goods shall be specified in the Contract.

7.2 Unless otherwise stated in the Contract or unless the Goods are rejected under Clause 6 payment shall be made as per the Company's standard payment terms of sixty (60) days from the end of each month.

7.3 Value Added Tax where applicable shall be shown separately on all invoices.

8 Confidentiality and Intellectual Property

8.1 All specifications, plans, drawings, process information, patterns, designs, and other information issued or communicated by the Company to the Supplier in connection with the Contract are confidential and shall not be used by the Supplier except for the purposes of the Contract, nor be copied, reproduced, published, or disclosed to any third party without the consent in writing of the Company.

8.2 Title to all items referred to in Condition 9.1 shall remain with the Company at all times and such items shall be returned to the Company on fulfilment of the Contract.

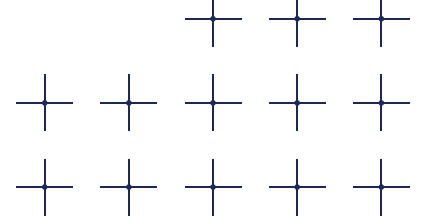
8.3 At the Company's discretion, the Supplier may be required to sign the Company's separate Intellectual Property Agreement. This will be determined by the Company based on the nature of the business being conducted.

9 Packaging and Labelling

9.1 The Supplier shall be responsible at its own expense for the safe and suitable packaging of the Goods.

9.2 The Supplier undertakes to comply with the requirements of all relevant United Kingdom and internal agreements and regulations relating to the packaging, labelling and carriage of the Goods.

9.3 The Supplier shall ensure that all information held by or reasonably available to it regarding hazards known or believed to exist in the transport, handling or use of the Goods shall be received by the Company in writing prior to delivery of the Goods.



10 Assignment and Sub-Contracting

10.1 The Contract shall not be assigned by the Supplier nor sub-contracted either in whole or in part except with the Company's written consent. This shall not be necessary in the case of sub-contracts for materials, or minor items, or for any part of the work so specified in the Contract.

10.2 The Supplier shall be responsible for all work done or Goods supplied by any sub-contractor but shall ensure that the Company has the right to approach the sub-contractor direct and to inspect the Goods at the sub-contractor's premises at all reasonable times.

11 Indemnities

11.1 Except to the extent that any claim arises as a result of the negligence of the Company or the manufacture of the Goods in accordance with the design or instruction furnished by the Company, the Supplier:

11.1.1 Warrants that the sale and use of the Goods by the Company does not infringe any patent or other intellectual property rights of any third party and undertakes to indemnify the Company in respect any loss, expense or damage the Company may incur as a result of a breach of the warranty.

11.1.2 Undertakes to indemnify the Company in respect of any loss, expense, or damage that the Company may incur of the use to which the Goods are put constitutes a breach of United Kingdom or overseas safety legislation.

11.1.3 Undertakes to indemnify the Company and hold it harmless against and assume the defence of any product liability and other third-party claims resulting for Goods supplied under the Contract.

12 Force Majeure

12.1 Neither party shall be liable for any failure to fulfil any term or condition of the Contract if fulfilment has been delayed, hindered, or prevented by circumstances beyond its reasonable controls (force majeure).

12.2 During any period of force majeure (or the consequence thereof) the party affected shall at all times use its reasonable endeavours to minimise the adverse effects on the other party.

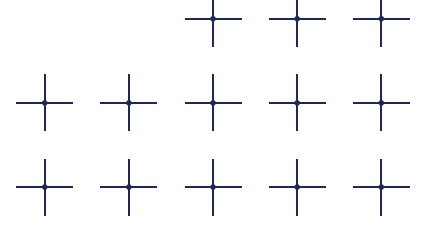
12.3 If an event of force majeure exceeds a reasonable period either party shall have the right to terminate that Contract upon fourteen (14) days written notice to the other.

13 Insolvency

13.1 If the Supplier becomes bankrupt or makes any arrangement with its creditors or being a company goes into liquidation or has a Receiver or Administrator appointed or any equivalent of these occurrences under foreign law the Company may without compensation forthwith terminate the Contract by notice to the Supplier without prejudice to any other rights or remedies the Company may have.

14 Change Control

14.1 The Supplier must inform the Company at the earliest opportunity of any change in the manufacturing process or raw materials required to produce the Goods. Any such change must not be implemented until such time as the Supplier received written agreement from the Company.



15 Miscellaneous

- 15.1 The failure by the Company to enforce its right under the Contract shall not be construed as a waiver of any such right.
- 15.2 Employees, agents, and representatives of the Supplier visiting any of the Company's sites shall be subject to such safety and security regulations as may be in force on that site.
- 15.3 The Company shall have the right to set off any amounts owed by it to the Supplier against unpaid invoices due for the Supplier to the Company.
- 15.4 In the event of any inconsistency between these Conditions of Purchase and any additional Conditions forming part of the Contract the additional Conditions shall prevail.

16 Ethical Trading, SEDEX, and the Ethical Trading Initiative (ETI)

- 16.1 Suppliers shall comply with the company's ethical trading policies, including the company's Supplier Code of Conduct, and Modern Slavery and Human Trafficking statement. These documents can be found on the Company website.
- 16.2 On agreement of these Terms and Conditions, the Supplier undertakes to comply with the provisions set out in the Supplier Code of Conduct, the Modern Slavery and Human Trafficking Statement, and the Modern Slavery Act 2015.
- 16.3 The Company is a member of SEDEX and conducts business ethically and in line with the standards set out in the ETI Base Code, specifically:
 - 16.3.1 Employment is freely chosen.
 - 16.3.2 Freedom of association and the right to collective bargaining are respected.
 - 16.3.3 Working conditions are safe and hygienic.
 - 16.3.4 Child labour shall not be used.
 - 16.3.5 Living wages are paid.
 - 16.3.6 Working hours are not excessive.
 - 16.3.7 No discrimination is practiced.
 - 16.3.8 Regular employment is provided.
 - 16.3.9 No harsh or inhumane treatment is allowed.
- 16.4 Suppliers shall consider these codes as minimum and not maximum standards.

17 Governing Law

- 17.1 This Contract shall be governed by and construed in accordance with the laws of England and Wales.