



1. INTERPRETATION

In these conditions:

BUYER	means OSL Cutting Technologies Ltd (registered in the United Kingdom under number 04333830).
SUPPLIER	means the person, firm or company who is the supplier of the Goods or Services named in the Purchase Order.
GOODS	means the goods (including any installation of the goods, any parts of them and all relating documentation) which the Supplier is to supply pursuant to the Purchase Order in accordance with these Conditions including goods supplied as part of a Service.
SERVICE	means the service or services (including any parts of the service) which the Supplier is to supply pursuant to the Purchase Order in accordance with these Conditions.
PURCHASE ORDER	means the document setting out the Buyer's requirements for Goods and/or Services under the Contract.
CONTRACT	means the contract between the Buyer and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.

2. TERMS

- 2.1 This Purchase Order constitutes the exclusive statement of the Buyer's offer to the Supplier to purchase the Goods and/or Services subject to these terms and conditions (hereinafter referred to as "these Conditions").
- 2.2 No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.
- 2.3 Acceptance of this Purchase Order by the Supplier strictly conditioned on acceptance of these Conditions.
- 2.4 This Purchase Order shall be deemed to be accepted on the earlier of (i) by a written confirmation or acceptance issued and executed by the Supplier's authorised representative; or (ii) by the Supplier providing the Goods and/or Services, whichever is earlier.

3. DELIVERY AND INSPECTION

- 3.1 Time and date of deliveries shall be of the essence of the Contract in respect of performance of the Contract.
- 3.2 The Supplier shall be responsible to the Buyer for ensuring the accuracy of the terms of any Purchase Order submitted by the Buyer, so far as quantity, quality, description of, delivery date and any specification shall be those set out in the Supplier's order acknowledgement.
- 3.3 The Buyer reserves the right to cancel the Purchase Order and reject any and all Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 3.4 The Supplier shall bear all risks and expenses for returning any rejected Goods or Goods requiring correction after notice of rejection including, but not limited to storage, freight, insurance, packing, materials and labour.
- 3.5 The Supplier shall be liable to the Buyer for any and all losses, costs and expenses sustained as a result of the Supplier's failure to perform.
- 3.6 If the Supplier fails to deliver Goods or perform Services in accordance with the stated time for delivery, the Supplier shall pay the Buyer on demand or the Buyer may deduct from its payments to the Supplier 1% of the price payable for such Goods or Services for each week's delay, up to a maximum of 10% as liquidated damages. The parties confirm that these sums represent a genuine pre-estimate of the Buyer's loss.
- 3.7 Risk of loss shall pass to the Buyer upon acceptance of the delivered Goods.
- 3.8 Delivery of the Goods must equal exact amounts ordered unless otherwise agreed in writing by the Buyer. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 3.9 On delivery, the Supplier (or its appointed carrier) shall provide the Buyer with a delivery note referencing the Purchase Order.
- 3.10 The Buyer shall have the right to, on reasonable advance notice, and with the Supplier's consent (such consent shall not be unreasonably withheld), inspect (during normal working hours) the part of the Supplier's facility engaged in the manufacture of the Goods as well as any and all technical, quality assurance and quality control records, and associated business functions related to the supply of the Goods, pursuant to the Purchase Order.

4. PACKING AND SHIPMENT

- 4.1 The Supplier shall be responsible for ensuring that the Goods are shipped in accordance with the Buyer's instructions and that (i) each container is marked with the Buyer's Purchase Order number and (ii) shipped with a packing note stating the Purchase Order number.
- 4.2 The Supplier shall not use a shipping method that is different to the Buyer's instructions without the prior written authorisation of the Buyer.
- 4.3 All prepaid transportation charges must be advised by the Supplier to the Buyer at the time of quotation. Any carriage charges will be paid by the Buyer as specified on the Purchase Order; and be accompanied by the original freight documentation.

5. PRICES

- 5.1 The price for the Goods and/or Services ordered shall be as stated on the Purchase Order.
- 5.2 Any price increase must be approved in writing by the Buyer prior to the shipment of Goods and/or performance of the Service.
- 5.3 The Buyer shall not be bound to any price increase which has not been expressly agreed to in writing by the Buyer.
- 5.4 The Supplier warrants that the prices charged to the Buyer are no higher than prices charged on orders for similar Goods and/or Services to third parties for similar quantities. In the event that the Supplier breaches this warranty, the prices of the Goods and/or Services shall be reduced accordingly, retrospectively to the date of the breach.

6. TERMS OF PAYMENT

- 6.1 The Supplier shall be entitled to raise an invoice upon delivery of the Goods and/or Services to the Buyer.
- 6.2 Unless otherwise agreed to in writing by the Buyer, payment shall be made to the Supplier after receipt of the Supplier's invoice and all Goods and/or Services including all documentation as requested on the Purchase Order, on terms of end of month plus sixty (60) days provided that payment (i) shall not constitute acceptance of the Goods and/or Services; or (ii) impair the Buyer's right to inspection.
- 6.3 All applicable taxes, charges and transportation costs must be stated separately on the Supplier's invoice.



6.4 If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

7. OWNERSHIP OF GOODS

7.1 The ownership of all the Goods purchased shall pass directly to the Buyer from the Supplier at the point of delivery.

8. WARRANTIES AND LIABILITIES

8.1 The Supplier warrants that for a period of no less than one (1) year after acceptance by the Buyer that all Goods (including those supplied as part of a Service) delivered hereunder (i) will be free from defects in material and workmanship, (ii) will be of good and merchantable quality, (iii) will conform strictly to any specifications, drawings, or samples which may have been provided to or furnished by the Buyer, (iv) will be in full compliance with all applicable statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling, shipment and delivery, and (v) will not infringe a third party's intellectual property rights.

8.2 The Supplier warrants that the Service(s) covered by this Purchase Order will be performed by appropriately qualified, experienced and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances and in accordance with generally recognised commercial practices and standards in the industry for similar services.

8.3 Such warranties in section 8.1 and 8.2 shall (i) be in addition to any other warranties implied or expressly given by the Supplier, (ii) survive inspection, delivery, acceptance of and payment for the Goods and/or Services, and (iii) extend to the Buyer, its agents, assigns and customers.

8.4 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order.

8.5 If following inspection the Buyer notifies the Supplier that it reasonably considers that the Goods are not or are not likely to be as warranted under Condition 8.1, the Supplier shall, without prejudice to Condition 8.6, immediately take any action as is necessary to ensure that the Goods are or will be as warranted under Condition 8.1.

8.6 The Buyer may, at its option, either return for full credit or require prompt correction, repair or replacement of defective or non-conforming Goods or parts thereof, or re-performance of the Services and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

8.7 Any Goods so repaired or replaced or Services re-performed will be subject to the same warranties outlined in sections 8.1 and 8.2.

8.8 If the Supplier shall fail to repair or replace such defective Goods, or fail to re-perform defective Services, the Buyer has the right to have the work of repair or replacement or re-performance undertaken by a third party and recover the costs incurred from the Supplier.

8.9 In the event that the Buyer brings a claim against the Supplier to enforce performance of any section written under these Conditions, or should the Buyer be forced to defend a claim brought against it by the Supplier, the Supplier shall be liable for all costs and expenses incurred, including but not limited to legal fees.

9. INDEMNIFICATION

9.1 The Supplier shall indemnify and keep indemnified the Buyer against any and all claims, costs, losses, proceedings, charges, damages, liabilities and expenses (including but not limited to legal fees and expenses) incurred by the Buyer and/or for which the Buyer may be liable to a third party due to, as a result of or in connection with:

9.1.1 defective workmanship, materials or quality in the Goods and/or Services;

9.1.2 the Supplier's incorrect description of the Goods and/or Services or any part thereof;

9.1.3 failure of the Goods and/or Services to comply with the express or implied warranties of the Supplier;

9.1.4 failure of the Goods and/or Services to comply with all applicable laws, rules and regulations;

9.1.5 death or injury, direct or indirect damage liability, loss, damage, cost or expense sustained by employees or agents or by any customer or third party of the Buyer caused by, relates to or arises from the Goods and/or Services and/or the Supplier's negligence;

9.1.6 any alleged or actual infringement of any third party's patents, trademarks, copyrights or other intellectual property rights;

9.1.7 failure by the Supplier to provide import or export documents, certificates of origin or other certificates required or the provision of false or inaccurate documents or certificates;

9.1.8 Goods and/or Services supplied that do not conform with any export or import documents, certificate of origin or other certificates supplied by the Supplier in relation to those Goods and/or Services; or

9.1.9 the breach of any provision of the Contract by the Supplier;

9.2 The provisions of Condition 9 shall survive delivery of the Goods and/or Services supplied under this Purchase Order and termination of the Contract, however arising.

10. BUYER'S PROPERTY

10.1 The Supplier acknowledges that all and any materials, equipment and tools, drawings, specifications, data and all intellectual property rights supplied by the Buyer to the Supplier shall, at all times, be and remain the exclusive property of the Buyer, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Buyer. They shall not be disposed of or used other than in accordance with the Buyer's written instructions or authorisation.

10.2 All trademarks of the Buyer that the Buyer requests the Supplier to affix to the Goods are owned by the Buyer and the Supplier shall not acquire or claim any title, right or interest therein, or use any such trademarks for any other purpose without express written consent by the Buyer.

11. TOOLING

11.1 Where the Buyer has agreed to make a contribution towards the Supplier's costs in relation to tooling required to manufacture the Goods, the Supplier agrees that as a condition of that contribution it shall not use that tooling other than in relation to production of the Goods to be provided to the Buyer, unless and until it has been expressly agreed to in writing by the Buyer.

12. INTELLECTUAL PROPERTY

12.1 The Buyer grants the Supplier an exclusive royalty-free license to use the Buyer's intellectual property for the purpose only of providing the Goods or Services where appointed to provide such Goods or Services embodying the Buyer's intellectual property.

12.2 Except to the extent that the Goods are supplied in accordance with designs provided by the Buyer, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the



nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Buyer may suffer or incur as a result of or in connection with any breach of this Condition 12.2.

12.3 Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract shall belong exclusively, throughout the world, to the Buyer.

13. CONFIDENTIALITY

13.1 Any and all drawings, designs, tools, specifications, data, equipment or other property supplied by the Buyer to the Supplier shall, in connection with this Purchase Order remain the property of the Buyer and such information shall be kept confidential.

13.2 Such property shall (i) be used exclusively in connection with the Goods and/or Services supplied hereunder, (ii) maintained in such condition as it was originally supplied by the Buyer to the Supplier and (iii) returned by the Supplier to the Buyer on termination of the Contract; or earlier if the Buyer should so request.

13.3 The Supplier shall not make any news release or public announcement regarding a contract of purchase or business relationship with the Buyer without the prior written consent of the Buyer. This condition 13 shall survive termination of the Contract, however arising.

14. INSURANCE

14.1 The Supplier shall maintain, at its expense, such professional liability and other insurance policies with reputable insurers as are reasonable and adequate to provide coverage for its obligations and liabilities under this order for the full duration of such obligations and liabilities, but the maintenance of such insurance shall not in any way limit the liability of the Supplier.

14.2 Where performance of the Contract requires entry on to any premises or facilities of the Buyer, or involves the use or operation of property furnished by the Buyer, the Supplier shall also obtain and maintain property damage insurance to an amount sufficient to cover any loss.

15. TERMINATION

15.1 The Buyer may terminate this Purchase Order in whole or in part at any time prior to delivery or performance upon the Buyer's written notice to the Supplier (i) for any reason at the Buyer's convenience, (ii) the Supplier commits a material breach of any of these Conditions, (iii) in the event that the Supplier becomes the subject of any claim or court proceeding or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction).

15.2 In the event of termination, the Buyer may further notify the Supplier that all right, title and interest in and to all of any portion of material acquired by the Supplier and paid for by the Buyer for the performance of the Contract, work in progress and/or completed items specified in such notice shall pass immediately to the Buyer.

15.3 The Buyer shall have no liability to the Supplier for Goods (whether finished or unfinished) that are readily useable, reusable or saleable.

15.4 In the event of termination under section 15.1 (ii) or (iii), the Buyer may purchase similar Goods and/or Services elsewhere or secure the manufacture and delivery of Goods and/or performance of Services by contract or otherwise, and the Supplier shall be liable for any excess cost incurred by the Buyer.

15.5 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination.

15.6 Provisions which expressly or by implication survive termination shall continue to be enforceable in full effect.

16. ASSIGNMENT

16.1 The Supplier shall not, without the prior written consent of the Buyer, assign, transfer, charge, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

16.2 The Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

17. AMENDMENTS

17.1 The Buyer shall have the right at any time by giving notice in writing to Supplier, to make changes in any one or more of the (i) quantity, (ii) method of shipping or packing, (iii) drawings, designs or specifications, (iv) place of delivery, and/or (v) delivery schedule.

If any such changes cause an increase or decrease in the cost of or the time required for the performance of the work, an equitable adjustment shall be agreed in writing by the parties to the price and/or delivery schedule and the Purchase Order shall be amended accordingly. No such adjustment shall take effect unless and until it has been expressly agreed to in writing by the Buyer.

18. VARIATION

18.1 Except as set out in these Conditions, no variation of or addition to these Conditions and/or the Contract shall be valid unless expressly agreed to in writing by the Buyer.

19. WAIVER

19.1 Any failure or delay on the part of the Buyer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

19.2 Any waiver by the Buyer of any breach of, or any default under, any provision of these Conditions shall not be deemed a waiver of any subsequent breach or default of the same or any other provision and shall in no way affect the other terms of these Conditions.

20. HEALTH AND SAFETY

20.1 When on the Buyer's premises or the Buyer's customer's premises, the Supplier shall comply with the Buyer's policies outlined in the Buyer's most current edition of both the 'CONTRACTORS MANAGEMENT PROCESS' and 'VISITORS AND CONTRACTORS SITE PROCEDURE' which shall be provided to the Supplier upon request.

20.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Buyer against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Buyer may suffer or incur as a result of or in connection with any breach of this Condition 20.

20.3 The Supplier agrees to provide, upon and as requested by the Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following:



20.3.1 all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods;

20.3.2 all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by the Buyer.

21. ANTI-CORRUPTION AND BRIBERY

21.1 The Supplier, its respective directors, shareholders and employees, the Supplier's suppliers, subsidiaries, affiliates and authorised agents acting on behalf of the Supplier shall:

21.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

21.1.2 comply with the Buyer's most current edition of its 'ANTI-CORRUPTION AND BRIBERY POLICY' (a copy of which will be provided to Supplier upon request);

21.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause, and will enforce them where appropriate.

21.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods or services in connection with this Purchase Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Section 21. The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

22. GOVERNING LAW

22.1 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The rights and obligations of the parties hereunder shall be governed by and construed in all respects in accordance with the Laws of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Purchase Order or its subject matter or formation (including non-Contractual disputes or claims).

23. GENERAL

23.1 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances illegal, invalid or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the legality, validity and enforceability of the remaining provisions of the Contract and the remainder of the provision in question shall remain enforceable and in effect.

23.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party or its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

23.3 It is the express wish of the parties that this Contract and any related documentation and notices be drawn up in English language only.