

3prime solutions limited – Terms & Conditions of Purchase

1 DEFINITIONS

- 1.1 "Contract" means these Standard Terms and Conditions of Purchase, which are between the Company and the Supplier, under which Products are supplied to the Company by the Supplier.
- 1.2 "Supplier" means the party identified as the supplier in this Contract with whom the Company may agree to purchase Products from in accordance with the terms and conditions of this Contract.
- 1.3 "Company" means 3prime solutions limited (registered number 4566273) of Unit 8, Prime Enterprise Park, Prime Parkway, Mansfield Road, Derby, UK, DE1 3QB and also where the context permits its assigns and any sub-contractor of the said Company. The Company's VAT number is GB 813 8153 40.
- 1.4 "Products" means Products or Services to be provided to the Company by the Supplier in accordance with this Contract.
- 1.5 "Purchase Order" means the document issued by the Company to the Supplier specifying details of the Products, Prices and Delivery requirements for the individual Contract covered by these Terms & Conditions of Purchase.

2 TERMS OF AGREEMENT

- 2.1 The contract comprises these terms and conditions together with the duly authorised 3prime purchase order and is made between the Company and the Supplier (both as described in the Purchase Order). The contract shall come into effect upon receipt of the Purchase Order by the Supplier.
- 2.2 Unless specifically agreed otherwise between the parties in writing, all other contractual terms which in any way add to, vary or contradict the terms of this contract and upon which the Supplier may seek to rely or otherwise impose on the Company shall be excluded and not form part of the contract (irrespective of whether such other contractual terms post-date these terms and conditions).
- 2.3 Products shall only be supplied in accordance with this contract and an official Purchase Order, signed by the Company's authorised representative. Any order may be amended or cancelled by the Company by written notice prior to delivery.

3 DOCUMENTATION AND PACKAGING

- 3.1 Products must be securely packed in a way normally used by suppliers for commercial deliveries of the same or similar Products.
- 3.2 The following details shall be shown on every delivery note unless otherwise specified in the contract:
 - 3.2.1 the Company Purchase Order number;
 - 3.2.2 a description and quantity of the Products (including serial numbers where appropriate);
 - 3.2.3 any special directions for storage;
 - 3.2.4 the Company' s customer order number (if specified on the Purchase Order);
 - 3.2.5 the Company' s customer contact name (if specified on the Purchase Order); and
 - 3.2.6 Name and address of deliverer.
- 3.3 Delivery notes must accompany all Products.

4 PRICE & PAYMENT

- 4.1 Invoices and monthly statements must be sent to the Company address detailed on the Purchase Order. Invoices must quote the relevant the Company Purchase Order number.
- 4.2 The price shall be as specified in the Purchase Order, prices shall be net and shall include the cost of packaging. The amount of any duty additional to the price and any early settlement discounts shall be shown separately in the contract.

- 4.3 Payment will be made in pounds sterling at the end of the month following the month of invoice, unless specifically agreed otherwise in writing, and subject to receipt of the Supplier's statement.
- 4.4 The price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Company of any invention or design for the purpose of performing the contract.
- 4.5 The Company shall be entitled at all times to set-off any amount owing from the Supplier to the Company or any of its associated companies against any amount due or owing to the Supplier with respect to this contract.

5 DELIVERY

- 5.1 In the absence of written agreement between the Company and the Supplier to the contrary, the Products shall be delivered by the Supplier in such quantities, at such times and to such places or such person as the Company may specify.
- 5.2 Where the time of delivery or collection has been agreed by the parties in the purchase order or otherwise agreed in writing then time for delivery shall be of the essence and without prejudice to any other right or remedy of the Company. Failure by the Supplier to deliver the Products or any part of them within the time agreed shall entitle the Company to terminate the contract and purchase other Products of the same or similar description to make good such default and recover from the Supplier the amount by which the cost of purchasing other Products exceeds the amount that would have been payable to the Supplier in respect of the Products replaced by such purchase provided that the Company uses all reasonable endeavours to mitigate its losses in this respect. The Supplier shall make all reasonable enquiries to verify that the identity of the deliverer is strictly in accordance with the Purchase Order.
- 5.3 The Company reserve the right of alteration or cancellation in the event of failure of delivery at the specified time and date, together with all consequential rights. The acceptance by us of any quantity of the Products smaller than the specified instalment shall not constitute any waiver of right on our part to cancel the balance of the contract. The Company will deduct from amount of invoice any excess costs resulting from Seller's disregard of the Company's forwarding instructions, if any. All deliveries must be carriage paid, unless prior agreement has been made.

6 OWNERSHIP

- 6.1 Risk in the Products shall pass to the Company when the Products have been delivered to and signed for by the Company (or its authorised representative). Property in the Products shall pass upon the earlier of delivery or the time of any payment being made thereof.

7 QUALITY OF PRODUCTS

- 7.1 Unless agreed otherwise in writing the Supplier expressly warrants that the Products shall be supplied in such condition as specified in the Purchase Order, of the qualities and kinds described and equal in all respects to the descriptions and specifications that form part of the contract as specified in the Purchase Order. Unless agreed otherwise, the Products shall be strictly in compliance with the latest relevant British standards or equivalent European Union standards where such exist, free from defects in material and/or workmanship, and fit for purpose. Nothing in these conditions shall in any way limit the application to this contract of Sections 13, 14 and 15 Sales of Goods Act 1979.
- 7.2 All Products that customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact.
- 7.3 Where Products include or relate to services, all services shall be performed by the Supplier in accordance with best practice and to the standard expected of a professional provider of such services.

8 REJECTION OF PRODUCTS

- 8.1 Without prejudice to clause 8.3 the whole or any party of the consignment may be rejected if found to be defective or inferior in quality to or differing in form or material from the requirements of this contract or the Purchase Order. In such instance, the Products shall be inspected on behalf of the Company within a

reasonable time after delivery. At the Company's option, the Supplier undertakes to immediately replace any defective Products free of charge or credit the Company with the full purchase price.

- 8.2 The whole of any consignment may be rejected if a reasonable sample of the Products taken indiscriminately from that consignment is found not to conform in every material respect to the requirements of the contract.
- 8.3 The Company's right of rejection shall continue irrespective of whether the Company has in law accepted the Products. Taking delivery, inspection, use or payment by the Company of the Products or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Company may have against the Supplier; provided that the right of rejection shall cease within a reasonable time from the date on which the Company discovers or might reasonably be expected to discover any latent defect or other relevant breach of contract.
- 8.4 Products rejected after delivery shall be removed by the Supplier at the Supplier's own expense within seven days from the date of notification of rejection. If the Supplier fails to remove them within such period the Company may return the rejected Products at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date of rejection.

9 INDEMNITY

- 9.1 The Supplier shall indemnify the Company against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply, delivery or initially expected use of any process, article, matter or thing supplied under the contract that would constitute any infringement of any right, patent, design, trademark or copyright or any other intellectual property.
- 9.2 Without prejudice to its liability for breach of any of its obligations under the contract the Supplier shall be liable for and shall indemnify the Company against any liability, loss, costs, expenses, claims or proceedings howsoever arising in respect of:
 - 9.2.1 any loss of or damage to property; or
 - 9.2.2 any injury or death to any person;
 - 9.2.3 in consequence of or in any way connected with any defect in the Products or the delivery or unloading of the Products by the Supplier, its employees or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Company, its employees or agents, or
 - 9.2.4 any loss damage sustained by the Company as a result of the failure of the Supplier to supply the Products in accordance with this Order.

10 SECURITY

- 10.1 The Supplier shall comply the Company's security arrangements and ensure the reliability of its staff who have access to the Company property or data. In accordance with this, the Supplier shall ensure compliance with the Data Protection Act 1998 (or any amendments thereto) in the event it becomes aware of any personal data held by the Company.

11 REPORTING

- 11.1 Where reasonably requested, the Supplier shall provide the Company with quarterly reports giving accurate and complete details of the amount and value of the Products sold by the Supplier pursuant to this contract during the preceding year.

12 TERMINATION

- 12.1 If either party shall be in default of its obligations under this contract then such default may be considered by the other party to be a breach of agreement. Failure to remedy such breach which has continued for 14 days after receipt of written notice thereof shall entitle the other party to terminate this contract summarily either in whole or in part.
- 12.2 Either party may without prejudice to any other rights forthwith terminate this Agreement by notice in writing to the other party if the other party becomes bankrupt, insolvent, or goes into liquidation (other than for the purpose of amalgamation or reconstruction) or makes any composition with its creditors or has a receiver or administrator appointed of the whole or any part of its assets.

12.3 Termination of this contract (in whole or in part) shall not prejudice (where the contract is terminated in part only) the continuance and validity of the part or parts of the contract not terminated by the notice under this clause 12 nor shall it prejudice the rights or obligations of either party which have accrued prior to the date of termination.

12.3 In the event that a term or termination date is not agreed, the Company shall be entitled to cancel this contract by serving no less than 14 days written notice.

13 WARRANTY

13.1 The Supplier must warrant that it has good title to or licence to supply all Products to the Company.

13.2 If any part of the Product should prove defective in materials or workmanship under normal operation or service, such Products will be returned in accordance with any warranty cover as detailed on the Purchase Order. The Company will seek to recover the cost of labour or other expenses incurred in testing or returning defective or non-conforming Products.

13.3 The Company reserves the right to test all Products received and to return to the Supplier (at the Supplier's expense) any Products found to be faulty. The Company also reserves the right to levy an additional reasonable charge to cover the cost of such testing.

13.5 The Company cannot accept any liability in relation to any losses, costs or expenses, which arise through any difficulty caused over date changes.

14 GENERAL

14.1 All written notices required under this Agreement shall be served on the Supplier at the address shown in the Purchase Order or (for the Company) at the Company's registered office address (or such other address as notified in writing to the other party) by recorded postal delivery or by first class prepaid mail or by facsimile transmission (with confirmation of successful transmission).

14.2 Nothing in this Agreement shall be construed to preclude the Company from independently developing, acquiring from other third parties or distributing other Products, which may perform the same or similar functions as the Products.

14.3 Save in respect of other 3prime solution limited companies, no person other than a party hereto shall be entitled to enforce any term of this Agreement.

14.4 The order is placed on the condition that the Supplier shall not subcontract or assign it or any interest therein without the Company's prior written consent.

14.5 The Supplier shall not in any way advertise that it is supplying Products or undertaking work for the Company without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.

14.6 The Company or the Supplier shall not be liable for any failure in meeting any of their obligations under this contract, where such is due to causes beyond their reasonable control but nothing in this condition shall limit the obligations of the Supplier to use its best endeavours to fulfil its obligations under the contract.

14.7 This contract shall be governed by the Laws of England and the parties hereto agree to submit to the exclusive jurisdiction of the English Law Courts.