



A E R A L I S

## TERMS AND CONDITIONS OF PURCHASE OF GOODS

### 1. DEFINITIONS

1.1 In these Conditions:

**"Contract"** means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

**"Delivery Date"** means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order

**Force Majeure** means any circumstance not within a Party's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) terrorist attack, civil war, civil commotion or riots, war; (c) nuclear, chemical or biological contamination or sonic boom; and (d) any labour or trade dispute, strikes, industrial action or lock-outs or other industrial disputes (but only where it involves the workforce of a third party and does not involve a Party or a member of a Party's group of companies or those of the Supplier's agents or sub-contractors).

**"Goods"** means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;

**"Price"** means the price of the Goods as specified in the Purchase Order;

**"Purchaser"** means AERALIS LTD having its registered office at Bury Lodge, Bury Road, Stowmarket, Suffolk IP14 1AJ

**"Purchase Order"** means the document setting out the Purchaser's requirements for the Contract;

**"Supplier"** means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 Words in the singular shall include the plural and vice versa.

1.3 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

1.4 A reference to a statute, statutory provision or other legislation, whether of the UK or elsewhere, is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

### 2. VARIATION

2.1 These Conditions may only be varied with the written Contract of the Purchaser. 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.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the Parties and evidenced in writing.

2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

2.4 If there is any conflict between the Terms and Conditions and the Schedules, the Purchase Order and the Company's Proposal, the conflict shall be resolved in accordance with the following order of precedence:

2.4.1 the Special Conditions stated on the Order;

2.4.2 these Standard Conditions;

2.4.3 the Specification or Statement of Work;

2.4.4 any other relevant documents referenced in the Order.

### 3. GOODS

3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or by-laws from time to time in force;

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

3.1.5 The Supplier represents and warrants that it will comply with all applicable import and

export control laws and regulations in fulfilling the Order and will provide all information about the Supplies, including where relevant, information regarding constituent parts thereof, that may be necessary for the Purchaser's compliance with all applicable import and export control laws and regulations.

3.1.6 The Purchaser is committed to finding new and innovative ways to serve our global customers, engage with our supply chain and promote responsible environmental leadership and encourages all its suppliers to embrace similar standards of its own and will work with



## AERALIS

them to share best practice and stimulate improved performance where needed.

- 3.1.7 You are required to support the Company's approach to ESG by seeking to:
- prevent pollution by conserving energy and resources, recycling, reducing waste, and pursuing other source reduction strategies;
  - the continuous improvement of your environmental management systems policies and procedures;
  - promote environmental protection and stewardship;
  - be net carbon neutral through the use of offsetting and other carbon reduction initiatives;
  - support responsible working practices and travel policies to reduce your environmental footprint.
4. **PRICE**
- 4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.
- 4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, and any other applicable sales taxes, duties or levies excluding VAT
- 4.3 If VAT is payable, it shall be separately identified on the invoice at the rate prevailing at the time of invoicing and shall be payable by the Purchaser
- 4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall issue a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).
- 4.4 A valid invoice is one that is:
- delivered in accordance with the contract;
  - that is for the correct sum;
  - in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
  - which quote the relevant purchase order / contract reference (where used)
  - which has been delivered to the nominated address, which is .  
finance@aeralis.com.
- 4.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.
- 4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the price for goods supplied in excess of those required by the Purchase Order.

- 4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

## 5. DELIVERY

- 5.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.
- 5.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Information and Operations or other authorised representative.
- 5.3 The Supplier shall quote the Order number and item number on all documents and packages sent by it to the Purchaser in respect of the Order.
- 5.4 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.
- 5.5 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.
- 5.6 Failure by the Purchaser to exercise its options under Conditions 5.5 and/or 5.5 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 5.7 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

## 6 FORCE MAJEURE

- 6.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events,



**AERALIS**

circumstances or causes beyond its reasonable

control (a "Force Majeure Event") as defined herein. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 7 days, the Party not affected may at its option, terminate this Agreement written notice to the affected Party.

- 6.2 The Party affected by Force Majeure shall give a written notice to the other party within three (3) working days after the affected Party becomes aware of any circumstances or event which may reasonably be anticipated to cause or constitute or which constitute a Force Majeure as described in Clause 21.1, above. Such notice shall contain a detailed description of the delay and of the affected portion of the Articles. Within a further seven (7) working days after such notice, the Parties shall investigate the situation and agree a work-around plan, alternative sources and any other means that the affected Party shall, at its own cost, use to prevent such further delay.

#### **7.EXPORT CONTROL**

Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

#### **8. OWNERSHIP AND RISK**

Ownership and risk in the Goods shall, without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 10 below) pass to the Purchaser on delivery.

#### **9. DAMAGE IN TRANSIT**

- 9.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 9.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:
- 9.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and
- 9.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been

advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

#### **10. INSPECTION, REJECTION AND GUARANTEE**

- 10.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.
- 10.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.
- 10.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Purchase Order. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:
- 10.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or
- 10.3.2 refund to the Purchaser the Price in respect of the defective Goods.
- 10.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.
- 10.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

#### **11. LABELLING AND PACKAGING**

- 11.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods



## AERALIS

shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating

documents) shall bear prominent and adequate warnings.

- 11.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that the Supplier be charged for unless returned The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

### 12. INTELLECTUAL PROPERTY

- 12.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, 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 Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 12.1.

- 12.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):

12.1.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and

12.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written Contract.

### 13. HEALTH AND SAFETY

- 13.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

13.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and

13.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

- 13.2 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 Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

### 14. INDEMNITY AND INSURANCE

- 14.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.

- 14.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

- 14.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

- 14.4 The Supplier shall be liable under the provisions of the Contract (including Condition 14.1) whether or not it complies with the insurance provisions in this Condition 14.

- 14.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

### 15. CONFIDENTIALITY

- 15.1 Each Party shall keep in strict confidence all information whether disclosed in writing, orally, or by any other means to the recipient Party before or after the date of this Contract and which by its nature is confidential, is marked as confidential, for the purposes of this Purchase Order is clearly intended to be confidential, or which is known or reasonably should be known by the recipient Party to be confidential including but not limited to software products and/or software documentation, software applications, software modules, source code, derivative works, inventions, know-how and ideas, trade secrets, trademark and copyright applications, technical and business plans, technical information, proposals, specifications, drawings, data, computer programs, pricing, costs, financial information, procedures, proposed products, processes, business systems, techniques, services and like technical or business information (the "Confidential Information").



## AERALIS

15.2 Neither Party shall use any Confidential Information for any purpose other than to perform its obligations under this Contract save as may be

required by law, to a court or competent jurisdiction or any government or regulatory authority.

15.3 The receiving Party may disclose Confidential Information only to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the recipient Party's obligations under this Purchase Order.

15.4 Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses Confidential Information comply with this Clause 15.

15.5 The obligations of confidentiality contained in this Clause 15 will not apply to Confidential Information which:

(a) is in the public domain prior to receipt;

(b) enters the public domain after receipt other than as a result of a breach by the recipient Party of any obligation to the disclosing Party;

(c) by documentation was known to the recipient Party prior to disclosure by the disclosing Party by reason other than having been previously disclosed in confidence to the recipient Party;

(d) was disclosed to the recipient Party on a non-confidential basis by a third party who did not owe any obligation of confidence to the disclosing Party with respect to the disclosed Confidential Information;

(e) was independently developed by a Party without reference to the other Party's Confidential Information; or

(f) is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority.

15.6 Each receiving Party shall within 14 days of receipt of a written request from the disclosing Party, return to the disclosing Party or (if requested) destroy all originals and copies of documents (in any form) containing or reflecting any Confidential Information.

15.7 The provisions of this Condition 15 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

## 16. TERMINATION

16.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing. Each of the following events is a material breach:

16.1.2 the Supplier fails to comply with any of its obligations under the Order and, if that default is capable of remedy, the Supplier fails to cure that default within 7(seven) days of the Purchaser giving written notice to it requiring remedy;

16.1.3 the Supplier is acquired by or merged with any third party or any change of control occurs;

16.1.4 the Supplier is or may be unable, in the Purchaser's reasonable opinion, to perform its obligations under the Order.

16.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-

16.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

16.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

16.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

16.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

16.2.5 the Supplier is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

16.4 Nothing in this Condition 16 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Purchase Order.

## 17. ASSIGNMENT AND SUB-CONTRACTING

17.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

17.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

## 18. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the CEO (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

## 19. THIRD PARTY RIGHTS

A person who is not a Party to this Contract shall not have any rights under or in connection with it.



## **A E R A L I S**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

### **20. SEVERABILITY**

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the

remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

### **21. WAIVER**

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

### **22. ENTIRE CONTRACT**

22.1 This Contract constitutes the whole Contract between the Parties and supersedes any previous arrangement, understanding or Contract between them relating to the subject matter of this Contract.

22.2 Each Party acknowledges that, in entering into this Contract, it does not rely on any statement, representation, assurance or warranty (a "Representation") of any person (whether a party to this Contract or not) other than as expressly set out in this Contract. Each Party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided herein.

22.3 Nothing in this Clause shall limit or exclude any liability for fraud.

### **23. LAW AND JURISDICTION**

23.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law

23.2 The Parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.