

1. Definitions

- 1.1. "Company" means NCFE Limited, registered office is at Q6, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BT
- 1.2. "Deliverables" means the goods or services to be supplied by the Supplier to the Company as identified in the Purchase Order.
- 1.3. "Goods" means all goods, materials, equipment, parts and any other ancillary activity provided by the Supplier to the Company identified in the Purchase Order.
- 1.4. "Services" means the services to be provided by the Supplier to the Company identified in the Purchase Order.
- 1.5. "Supplier" means any individual, firm or company supplying the goods or performing the services as identified in the Purchase Order.

2. General

- 2.1. These Terms and Conditions apply to every order placed by the Company. No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch / delivery advice note of the Supplier which are inconsistent with these Terms and Conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by the Company in writing. In the absence of such acceptance, the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of the Company's Terms and Conditions, and acceptance of any goods and / or services shall not constitute or be deemed to constitute acceptance by the Company of the Supplier's terms or conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a Purchase Order by the Company.

3. Price

- 3.1. The price of the Deliverables shall be specified in the Purchase Order and cannot be varied without written agreement of the Company and Supplier.
- 3.2. Unless otherwise stated in the Purchase Order, the price is fixed and not subject to variation and includes all expenses incurred by the Supplier in relation to provision of the Deliverables. The price is exclusive of any applicable VAT unless indicated in the Purchase Order.

4. Payment

- 4.1. Detailed priced invoices, which shall be valid VAT invoices, shall be sent to the Company at the address detailed in the Purchase Order. Invoices shall be sent immediately after delivery of goods is made or completion of the service and shall bear the Company's Purchase Order number.
- 4.2. Unless otherwise stated in the Purchase Order, the **terms of payment are 30 days** from receipt of a correctly rendered Supplier's invoice by the Company and receipt and acceptance of the Deliverables by the Company.
- 4.3. The Company reserves the right to return any invoices not deemed to be correctly rendered and retains the right to offset against any moneys payable to the Supplier against any sums owed by the Supplier to the Company.

5. Conformity to Purchase Order

- 5.1. The Deliverables under the contract shall:
 - 5.1.1. confirm as to the quantity, type, sort, quality and description;
 - 5.1.2. be fit for the purpose made known to the Supplier expressly or by implication and in this respect the Company shall rely on the Supplier's skill and judgement;
 - 5.1.3. be new (unless otherwise specified in the Purchase Order) and of sound materials and skilled and careful workmanship; and
 - 5.1.4. comply with any current legislation and standards specified.
- 5.2. If the Deliverables do not so comply the Company is entitled at its option either to reject the Deliverables and return the goods at the risk of the Supplier and/or require the Supplier to re-perform the service or accept the whole

or part of the Deliverables supplied by the Supplier but without prejudice to any rights of the Company to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

6. Delivery, Risk and Title

- 6.1. The Supplier is responsible for the delivery and all costs associated with the delivery of the Goods to the Company's premises or such other location that is specified in the Purchase Order.
- 6.2. Title to and property in the Goods immediately passes to the Company upon payment or delivery, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Company.
- 6.3. Risk in the Goods remains with the Supplier until delivery to the Company unless otherwise stated in the Purchase Order.

7. Inspection and Testing

- 7.1. Before despatching the Goods or commencing the provision of the Services, the Supplier shall allow the Company to inspect or test the Deliverables for compliance with the specification / Purchase Order. If the Deliverables do not comply with the Company's requirements, the Company shall notify the Supplier either of the Company's intention to reject the Deliverables or, the remedial steps which must be taken by the Supplier.

8. Packaging and Preservation

- 8.1. All Goods supplied by the Supplier shall be packed as specified in the Purchase Order and if not specified shall be packed so as to avoid being damaged during transportation, loading and unloading.

9. Delays

- 9.1. Time is of the essence in the Supplier's performance of the Purchase Order. If it ever appears that the provision of Deliverables will not be met within the time specified, the Supplier must immediately notify the Company of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, the Company may (without prejudice to any other rights) do whatever is necessary to expedite the provision of the Deliverables at the Supplier's expense, including terminating the Purchase Order.

10. Warranty

- 10.1. The Supplier warrants that the Deliverables shall be free from faulty design, defects and workmanship, suitable for the purpose intended and conform to the Purchase Order requirements and any applicable laws and regulations.
- 10.2. These warranties are in addition to any statutory warranties applicable to the Deliverables.
- 10.3. If any part or aspect of the Goods fail or becomes defective within 12 months from the date the Goods were supplied to the Company, the Supplier must without delay and at no cost to the Company do all things necessary to remedy the defect or failure in the Goods. This can be by way or repair, replacement, modification or other means acceptable to the Company. If the Supplier does not do so, within a reasonable period following notice of the defect from the Company, then the Company will have the right to remedy the defect and recover costs so incurred from the Supplier.
- 10.4. If, during the term of the Purchase Order, and a further term of 12 months following completion of Services, the Company is of the view that the Services do not comply with the requirements of the Purchase Order then the Company may require the Supplier to re-perform the Services at the Supplier's cost within such time as the Company reasonably may request.

11. Liability and Indemnity

- 11.1. The Supplier must indemnify and keep indemnified, the Company, and its officers, employees and agents against all claims, demands, proceedings, costs, charges, expenses or any other liability (whether criminal or civil) suffered by the Company and its officers, employees and agents arising as a result from any act, neglect or fault of

- the Supplier, its officers, employees and agents related to its obligations under the Purchase Order.
- 11.2. The Company will not be liable to the Supplier for any indirect or consequential loss or damage under the Purchase Order.
- 11.3. The maximum sum, for which the Company may be liable to the Supplier under the Purchase order, is limited to the price of the Deliverables.
- 11.4. Neither party shall exclude liability for death, personal injury or fraud.
- 12. Insurances**
- 12.1. The Supplier shall secure performance of the indemnities by entering policies of insurance in the sum of not less than £5,000,000 in respect of each claim without limit to the number of claims and shall make available copies of any insurance policies to the Company on request.
- 13. Intellectual Property**
- 13.1. The Company retains ownership of all intellectual property rights in all documents provided by the Company in connection with or arising out of the contract.
- 13.2. The Supplier grants to the Company a perpetual, royalty-free, irrevocable non-exclusive licence to use all intellectual property rights in the Deliverables supplied to the extent that it is necessary to fulfil its obligations under the contract.
- 13.3. Intellectual property rights and other rights in the Deliverables shall vest in the party from whom the Deliverables originate unless the Deliverables are produced for the Company as bespoke. If the latter, the rights shall vest in the Company upon their creation.
- 13.4. In the event of any breach of any such intellectual property rights the Supplier shall indemnify the Company, unless the Company is responsible for the breach in question.
- 14. Force Majeure**
- 14.1. Neither the Company nor the Supplier shall be liable to the other for default or delay in performing its obligations in respect of this Purchase Order caused by any occurrence beyond its reasonable control including, without limitation, fire, strike, disturbance, riot, war, Act of God and government order or regulation, provided that the party affected by such occurrence notifies the other party in writing within seven (7) days of the commencement of that occurrence.
- 14.2. When the party ceases to be affected by the force majeure event it must immediately recommence performing its obligations under the Purchase Order and notify the other party accordingly. However, if as a result of any such force majeure event, supply of all or part of the Deliverables is delayed more than 3 days after the delivery date specified in the Purchase Order the Company may, without penalty, cancel this Purchase Order to the extent it relates to such delayed Deliverables.
- 15. Termination**
- 15.1. If at any time after the commencement of the contract the Supplier shall commit an act of bankruptcy or in the case of a limited company call a meeting of its creditors then the Company shall be entitled to treat the contract as repudiated and cancelled in respect of any Deliverables not delivered in accordance with the terms of the contract.
- 15.2. If the Supplier breaches any terms of this contract the Company may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is not capable of remedy the Company may terminate the contract with immediate effect.
- 16. Confidentiality**
- 16.1. Any information provided by the Company to Supplier which is noted as confidential, or the Supplier ought reasonably to know to be confidential, must not be disclosed to any third party by the Supplier without the prior written consent of the Company. The parties agree that this obligation shall survive termination or expiration of the Purchase Order.
- 17. Waiver**
- 17.1. No failure or delay on the part of the Company in exercising any of its rights under the Purchase Order shall be construed as constituting a waiver of any such rights.
- 18. Alterations/variations**
- 18.1. Alterations or variations to the Purchase Order, these Terms and Conditions or any other attached drawings or documents shall not be legally binding upon Company or Supplier unless agreed in writing by the parties.
- 19. Dispute resolution**
- 19.1. The parties shall attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with this agreement. In the event a settlement cannot be reached within a reasonable time or within one month of the dispute arising (whichever is the shorter period), the parties agree that the dispute must first be referred to an arbitrator before exercising any remedy it has under applicable law.
- 20. Sub-contracting and Assignment**
- 20.1. The Supplier shall not sub-contract or assign or transfer this contract from the Company or the benefit of this contract to any third party except with the consent in writing of the Company.
- 21. Agency**
- 21.1. This contract does not create a partnership between the Company and the Supplier or make one of the parties the agent of the other for any purpose.
- 22. Non-exclusivity**
- 22.1. The Purchase Order, or these Terms and Conditions, do not confer on the Supplier any right to be a sole or exclusive supplier of the Deliverables.
- 23. Publicity and Transparency**
- 23.1. The Supplier shall not, without the prior written permission of the Company, advertise or disclose to any third party that it is providing the Deliverables to the Company.
- 24. Entire agreement**
- 24.1. These Terms and Conditions and the Purchase Order shall comprise the entire Terms and Conditions of the contract in relation to the subject of the Purchase Order and the Supplier's Terms and Conditions shall be expressly excluded.
- 25. Observance of Statutory Requirements**
- 25.1. The Supplier shall comply with the all statutes, orders, regulations or bye laws applicable to the performance of this contract, including health and safety and shall indemnify the Company against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's non-compliance with the same.
- 26. Notices**
- 26.1. Any notification by either party to the other under the contract shall be in writing, delivered by first class post, by fax or email to the other party at the address shown in the Purchase Order. All notices shall be deemed duly given on the day of posting or if sent by fax or e-mail immediately when the notice is transmitted.
- 27. Law**
- 27.1. This contract shall be subject to and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.
- 28. Terms and Conditions Specified**
- 28.1. These Terms and Conditions will apply unless the Company specifies different Terms and Conditions. If different Terms and Conditions are specified by the Company, those terms will override these Purchase Order Terms and Conditions and will apply instead of these.