

EPS LOGISTICS TECHNOLOGY LTD
TERMS & CONDITIONS FOR PURCHASE OF GOODS.
ISSUE 4 OCTOBER 2021

1. INTERPRETATION

1.1 Definitions:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Conditions**" means the terms and conditions set out in this document as amended from time to time in accordance with clause 15.6.

"**Contract**" means the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

"**Customer**" means EPS Logistics Technology Limited (registered in England and Wales with company number 01328874).

"**Delivery Date**" means the date specified in the Order.

"**Delivery Location**" means the address for delivery of Goods as set out in the Order.

"**Goods**" means the goods (or any part of them) set out in the Order.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Mandatory Policies**" means the Customer's business policies listed in the Schedule 1 which terms are available on the Company's web site at www.epsllt.co.uk as amended from time to time.

"**Order**" means the Customer's order for the Goods as set out in the Customer's purchase order form OR in the Customer's written acceptance of the Supplier's quotation as the case may be and any amendments to the foregoing documents.

"**Supplier**" means the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing and the Customer shall not be bound by any different or additional terms and conditions imposed by or

purported to apply by the Supplier whether communicated by the Supplier at the time of accepting the Order, starting work, delivering the Goods or included in any other document.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing a written acceptance of the Order; and

2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

3.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for not less than 12 months after delivery (and any such longer period as agreed in writing with the Customer from time to time); and

3.1.4 comply with all applicable statutory and regulatory requirements (including but not limited to British Standard EN ISO 9001: 2008) relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Customer may inspect and test the Goods at any time(s) and at any stage of product of the Goods before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure to the satisfaction of the Customer compliance.

3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 If following delivery, the Goods require particular care in order that such Goods shall continue to comply with the provisions of paragraph 3.1 the Supplier shall provide to the Customer in writing all necessary instructions for the protection and care of such Goods.

4. DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods:

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4.1.2.1 is accompanied by a duly executed CERTIFICATE OF CONFORMITY STATING signed by a duly authorised representative of the Supplier stating, "All of the Goods detailed on this delivery note have been duly inspected, and tested and conform with the Order and Specification"; and

4.1.2.2 shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the Delivery Date;

4.2.2 at the Delivery Location; and

4.2.3 during the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of the Goods shall be completed on:

4.3.1 the completion of unloading the Goods at the Delivery Location; and

4.3.2 delivery of a certificate of conformity as described in paragraph 4.1.2.1; and

4.3.3 the signature by the Customer of the Supplier's delivery note.

4.4 If the Supplier:

4.4.1 delivers less than the quantity of Goods ordered, the Customer may reject the Goods; or

4.4.2 delivers more than the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

5. CUSTOMER REMEDIES

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies:

5.1.1 to terminate the Contract;

5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

5.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

5.1.6 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. TITLE AND RISK

Title and risk in the Goods shall pass to the Customer on completion of delivery as required by these terms and conditions.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order.

7.2 The price of the Goods:

7.2.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2 includes the costs of packaging, insurance and carriage of the Goods.

7.3 No extra charges shall be effective unless agreed in writing with the Customer.

7.4 The Supplier may invoice the Customer for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number (if any), the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

7.5 The Customer shall (unless otherwise agreed in writing), pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

7.6 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

8. CUSTOMER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all Intellectual Property rights of the Customer, in the Customer material, are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

9. INDEMNITY

9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

9.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable

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to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

9.1.4 the following losses which the Customer may suffer to the extent that such losses arise out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors:

9.1.4.1 loss of profits;

9.1.4.2 loss of sales or business;

9.1.4.3 loss of agreements or contracts;

9.1.4.4 loss of anticipated savings;

9.1.4.5 loss of use or corruption of software, data or information;

9.1.4.6 loss of or damage to goodwill; and

9.1.4.7 indirect or consequential loss.

9.1.5 any claim made against the Customer out of or in connection with the Goods, to the extent that such a claim arises out of either any alleged inducement of the Supplier's breach of a third party's contractual rights, or the Supplier's breach of a third party right which is alleged as an actionable wrong.

9.2 This clause 9 shall survive termination of the Contract.

10. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. CONFIDENTIALITY

11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 This clause 11 shall survive termination of the Contract.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

12.1 In performing its obligations under the Contract, the Supplier shall:

12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and

12.1.2 comply with the Mandatory Policies.

12.2 The Customer may immediately terminate the Contract for any breach of clause 12.

13. TERMINATION

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

13.2.1 the Supplier commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

13.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.5 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.

15. GENERAL

15.1 Assignment and other dealings

15.1.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

15.1.2 The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

15.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier:

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15.2.1 the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own;

15.2.2 these terms and conditions shall be deemed to apply to the contract between the Supplier and its subcontractor(s);

15.3 if the Customer serves a notice on the Supplier, copied to the subcontractor, that:

15.3.1 confirms that the Customer (or its nominee) wishes to step-in to the subcontract between the Supplier and the subcontractor then, from the date of service of the notice, the subcontract shall continue in full force and effect, as if it had been entered into between the subcontractor and the Customer (or its nominee), to the exclusion of the Supplier.

15.4 In complying with this clause 15.3, the Customer does not waive any breach of this Contract or default under this Contract by the Customer

15.5 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

15.7 Waiver. Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.9 Notices.

15.9.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

15.9.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

15.9.1.2 if sent by email to the address specified in the quotation provided by the Supplier.

15.9.2 Any notice or communication shall be deemed to have been received:

15.9.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

15.9.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

15.9.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.7.2.3, business hours means 9.00am to 5.00pm Monday to Thursday and 9.00am to 12.00 on Friday, on a day that is not a public holiday in the place of receipt.

15.9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.10 Third party rights. No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

15.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

15.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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SCHEDULE 1

CUSTOMER'S MANDATORY POLICIES

- Anti-Slavery & Human Trafficking Policy;
- Counterfeit, Fraudulent & Suspect Items (CFSI) Policy;
- Anti-Bribery & Corruption (ABC) Policy;
- Environmental Policy;
- Export Control Policy