

## **Castings PLC group purchasing terms and conditions**

These terms are applicable to Castings PLC, William Lee Ltd and CNC Speedwell Ltd

### **1. Interpretation**

1.1 In these conditions:

“BUYER” means a Castings PLC group company;

“BUYER GOODS” means any articles or things belonging to the Buyer or which the Buyer has agreed to buy and sell, to or on Services are to be carried out;

“CONDITIONS” means the standard terms and conditions of purchase set out in this document;

“CONTRACT” means the contract for the sale and purchase of Goods and the supply acquisition of Services;

“DELIVERY ADDRESS” means the address stated on the Order or otherwise agreed by the Buyer in writing;

“GOODS” means the goods (including any instalment of the goods or any part of them) described in the Order;

“ORDER” means the Buyers order to which these Conditions are annexed or on which these conditions are printed;

“PRICE” means the price of the goods and/or the charge for the Services;

“SELLER” means the person so described in the Order;

“SERVICES” means the services (if any) in the Order;

“SPECIFICATION” includes any plans, drawings, data or other information relating to the Goods or Services;

“WRITING” includes documents received via post or email only.

1.2 Any reference in these Conditions to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended or re-enacted or extended at the relevant time.

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

1.4 The Conditions included within this contract supersede any and all prior understandings, whether that may be written or verbal.

### **2. Basis of Purchases**

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions. Acceptance shall be provided by order acknowledgement, issued by the Seller.

2.2 The Conditions shall apply to the Contract to the exclusion of any other terms and conditions (save for any terms implied by statute or common law) on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representative of the Buyer and the Seller.

2.4 Any information provided relating to anticipated part quantities or volumes is indicative only and non-binding.

2.5 Order confirmations provided by the Seller must include reference to the Order number provided by the Buyer.

### **3. Specification**

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions be as specified in the Order and/or in any applicable Specifications supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

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3.2 Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer, in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specification shall be the exclusive property of the Buyer's request, the Seller shall execute all necessary deeds or documents to vest the same in the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. All such Specifications will be used by the Seller for the purposes of the Contract and will be delivered up to the Buyer upon completion of the contract.

3.3 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch and the Seller shall provide the Buyer or its agents with all facilities reasonably required for inspection and testing.

3.4 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all aspects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.5 No inspection referred to in 3.3 and 3.4 shall constitute an acceptance by the Buyer or relieve the Seller of any of its contractual or statutory obligation.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

### **4. Price of the goods and services**

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated

4.1.1 Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice) and

4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Goods to the Delivery Address and any duties, imports or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increases material, labour or transport costs, fluctuation in rates of exchanges or otherwise) without written agreement from the Buyer.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller, whether or not shown on its terms and conditions of sale.

### **5. Terms of Payment**

5.1 The Seller shall deliver an invoice simultaneously to the delivery of the Goods or on performance of the Services. Each invoice shall quote the number of the Order.

5.2 The Seller shall deliver a statement of accounts by fifth day of the month following delivery or performance of the services, as the case may be, and the Buyer shall pay the Price of the Goods and the Services not later than 45 days from the first day of the month following the month of delivery.

5.3 The Buyer shall be entitled to offset against the Price any sums owed to the Buyer by the Seller.

5.4 No payment made by the Buyer shall imply acceptance of the Goods supplied or the Services performed by the Seller and no payment shall in any way restrict any claims or rights the Buyer may otherwise have against the Seller.

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5.5 In the event that payment for goods is anticipated to be late for any reason, then the Buyer shall notify the Seller promptly that this is expected to be the case.

### **6. Delivery**

6.1 The Goods or the Buyer's Goods, as the case may be, shall be delivered to the Delivery Address and the Services shall be performed on the date or within the period stated in the Order, in either case during the Buyer's usual business hours, unless otherwise agreed in writing.

6.2 Where the date of the delivery of the Goods or performance of the Services is to be specified after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods or the Buyer's Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and servable.

6.6 Without prejudice to any other rights it may have the Buyer shall be entitled to reject any 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 reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer shall have the right to reject Goods delivered in advance of the agreed delivery date(s).

6.9 The Buyer has the right to return at the Seller's expense any Goods delivered in excess of the quantity ordered.

6.10 Subject to the foregoing provisions of this clause the Seller shall rectify or replace any Goods lost or damaged in transit.

### **7. Risk and Property**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.3 Unless otherwise agreed in writing all tools, fixtures, patterns, dies and other equipment supplied by the Seller to the Buyer or manufactured and obtained by the Seller wholly or partly at the expense of the Buyer and any replacement thereof shall be and remain the property of the Buyer.

7.4 Unless otherwise agreed in writing all tools, fixtures, patterns, dies and other equipment purchased at the expense of the Seller shall remain the property of the Seller and the Buyer bears no liability for the cost of this equipment in the event of termination or non-binding indicative project volumes not being achieved.

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### **8. Warranties and Liability**

8.1 The Seller warrant that the labelling of the Goods shall comply with the requirements of any statute or other instruments having the force of law and that all necessary information about the composition of and the use for which the Goods are supplied has been provided to the Buyer. Provided that nothing in this clause shall be constructed as relieving the Seller from any obligation or liability the Seller may have under any statute or other instruments having the force of law.

8.2 The Seller warrants to the Buyer that (unless otherwise agreed in writing) the Goods:

8.2.1 Will be of first class material and workmanship.

8.2.2 Will be of merchantable quality and fit for any particular purpose for which the Goods are being bought which expressly or by implication is made known to the Seller.

8.2.3 Will be free from defect in design, material and workmanship.

8.2.4 Will correspond with any relevant Specification or sample.

8.2.5 Will comply in design and construction and quality with all relevant requirements of any statute, statutory rule or order or other instruments.

8.3 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard quality as it is reasonable for the Buyer to expect in all circumstances.

8.4 The Seller warrants that the Goods and Services shall conform in all respects with the Order and with any representations previously made by or on behalf of the Seller.

8.5 Without prejudice to any other remedy, if it is discovered within one year of delivery of the Goods or completion of the Services (as the case may be) that any Goods or Services are not supplied or performed in accordance with the Contract, (whether or not payment for them has been made to the Seller) then the Buyer shall be entitled:

8.5.1 To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days.

8.5.2 At the Buyer's sole option whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.5.3 The foregoing rights of the Buyer shall not prejudice or limit any claim for damages that the Buyer may have in respect of any breach by the Seller of his obligations under the Contract whether during the one year period referred to or otherwise.

8.6 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

8.6.1 Breach of any warranty given by the Seller in relation to the Goods or the Services

8.6.2 Any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark service mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Buyer.

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8.6.3 Any liability under the Consumer Protection Act 1987 in respect of the Goods

8.6.4 Any act or omission of the Seller or its employees, agents or sub-contractors in manufacturing, supplying delivering.

8.6.5 Any act or omission of any of the Sellers personnel in connection with the performance of the Services.

8.6.6 The failure of the Goods or Services to comply with the Contract.

8.6.7 The seller is required to hold appropriate product liability insurance and the buyer accepts no risk in relation to defective product supplied to the Buyer by the Seller.

8.7 All the Buyer's Goods and any other goods belonging to the Buyer which at any time are or ought to be in the custody or possession or under the control of the Seller shall be fully insured by the Seller during all such times. The Seller shall indemnify the Buyer in respect of any damage to the Buyer's Goods occurring whilst in the custody possessions or control of the Seller.

8.8 On the request of the Buyer in Writing the Seller shall suspend delivery of the Goods or performance of the Services if the Buyer is prevented from accepting the same for causes beyond the Buyers control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Buyer's control:

8.8.1 Act of God, explosion, flood, tempest, fire or accident.

8.8.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition:

8.8.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority.

8.8.4 Import or export regulations or embargoes

8.8.5 Strikes, lock outs or other industrial actions or trade disputes(whether involving employees of the Buyer or a third party)

8.8.6 Difficulties in obtaining raw materials, labour, fuel parts or machinery

8.8.7 Power failure or breakdown in machinery

8.8.8 Delay by the Buyer's Customer

## **9. Termination**

9.1 The buyer shall be entitled to cancel the Order in respect of all the Goods and/or Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyers sole liability shall be to the Seller the price for the Goods or Services in respect of which the Buyer exercises its right of cancellation, less the Sellers net saving of cost arising from the cancellation

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time

9.2.1 The Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction): or

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9.2.2 An encumbrance takes possession or a receiver is appointed, of any of the property or assets of the Seller

9.2.3 The Seller ceases, or threatens to cease to carry on business; or

9.2.4 The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

9.3 The exercise of the right granted to the Buyer hereunder shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.

9.4 In the event of cancellation or termination by the Buyer under the provisions of this clause 9 all Goods which the Buyer has agreed to accept and all Buyer's Goods will be delivered to the Buyer at the Sellers risk and expense within fourteen days of the date of notice of cancellation or termination. In the event that the Seller fails to comply with the provisions of this clause then the Buyer shall have the right to enter upon the premises of the Seller with appropriate transport and take possession of such Goods and Buyer's Goods.

9.5 The Buyer and Seller have the right to terminate the contract if a force majeure event occurs.

### 10. General

10.1 The Buyer is a member of the group of companies whose holding company is Castings PLC and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act of omission of the Buyer.

10.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other any of its rights or subcontract any of its obligations under the Contract.

10.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4 No waive by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.6 In the event of any dispute, difference or questions arising between the Buyer and the Seller as to the construction of the contract conditions or as to any matter or thing arising out of them or in any way connected with them the Buyer shall notify the Seller in writing within 28 days of becoming aware of such dispute, difference, questions, matter or thing whether the same shall be dealt with by

(a) Referral to the President for the time being of the Chartered Institute of Arbitrators.

(b) Submission to the jurisdiction of the English courts.

And the Customer warrants that it will comply with such notice and submit the manner to the jurisdiction specified by the Company

10.7 The Contract and the Conditions shall be subject to and governed by the laws of England.

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10.8 The Seller must not provide goods which are manufactured in breach of the Modern Slavery Act.

10.9 The Seller is expected to comply with all applicable environmental rules and regulations.

10.10 The Seller is obligated to notify the Buyer of any known errors in documentation provided by the Buyer.

10.11 This contract shall be legally binding upon each party.

10.12 This contract does not require both parties to sign the same physical document. So long as each party has signed a copy of the contract, it shall be binding.