



## ADVANEX STANDARD TERMS AND CONDITIONS OF PURCHASE

### 1. INTERPRETATION

#### 1.1. Definitions:

**“Business Day”**

a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**“Conditions”**

the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

**“Contract”**

the contract between Advanex and the Supplier for the sale and purchase of the Goods, consisting of the Order, the Specification and these Conditions. Where there is any inconsistency between the documents comprising the contract, they shall have priority as herein listed.

**“Advanex”**

Advanex Europe Limited, (registered in England and Wales with company number 2301464).

**“Delivery Date”**

the date specified in the Order, or, if none is specified, within 10 days of the date of the Order.

**“Delivery Location”**

the address for delivery of Goods as set out in the Order.

**“Goods”**

the goods specified in the Order.

**“Mandatory Policies”**

Advanex’s business policies and codes as amended by notification to the Supplier from time to time.

**“Order”**

Advanex’s order for the Goods, as set out in Advanex’s purchase order form.

**“Specification”**

any specification for the Goods, including any related plans and drawings, that is agreed in writing by Advanex and the Supplier.



**“Supplier”** the person or firm from whom Advanex purchases the Goods.

- 1.2. Interpretation:
- 1.2.1. reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under it;
  - 1.2.2. any phrase introduced by the terms **‘including’**, **‘include’**, **‘in particular’** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - 1.2.3. a reference to **‘writing’** or **‘written’** includes electronic communications; and
  - 1.2.4. where there is a conflict between any of these Conditions and the Order, the Order shall take precedence.

## 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 trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by Advanex 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; or
  - 2.3.2. the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

## 3. THE GOODS

- 3.1. The Goods shall be of satisfactory quality and free from defects in material or workmanship or design. If the purpose for which the Goods are required is made known to the Supplier expressly or by implication, the Goods shall be fit for that purpose. Unless otherwise agreed, the Goods shall conform with any specifications, drawings, descriptions and samples contained or referred to in the Contract and with all relevant British, European or International standards, statutory requirements as well as the Mandatory Policies.
- 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. Advanex may inspect and test the Goods at any time before or after the 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, Advanex considers that the goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Advanex shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Advanex may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **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. on despatch of each delivery of Goods, it will send an advice note to the Purchaser specifying the means of transport, the weight, number or volume of the Goods as appropriate, along with the place and date of despatch;
  - 4.1.3. the outside of each delivery of the Goods is clearly marked with the Supplier's name and full details of the destination in accordance with the Order; and
  - 4.1.4. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), as well as the type and quantity of the Goods.
- 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 Advanex's normal business hours, or as instructed by Advanex.
- 4.3. Delivery of the Goods shall be completed when the Goods are unloaded at the Delivery Location.
- 4.4. If the Supplier:
  - 4.4.1. delivers less than 95% of the quantity of Goods ordered, Advanex may reject the Goods; or
  - 4.4.2. delivers more than 105% of the quantity of Goods ordered, Advanex may at its discretion reject the Goods. If the Supplier delivers more or less than the



quantity of Goods ordered, and Advanex 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 Advanex'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 Advanex to the remedies set out in clause 5.

## 5. 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, Advanex may exercise any one or more of the following 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 Advanex in obtaining substitute goods from a third party; and
  - 5.1.6. to claim damages for any other costs, loss or expenses incurred by Advanex 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. Advanex'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 Advanex on completion of delivery.



## 7. PRICE AND PAYMENT

- 7.1. Subject to clause 7.2, the price of the Goods shall be the price set out in the Order.
- 7.2. The price of the Goods may only be adjusted following acceptance of an Order if, prior to delivery:
  - 7.2.1. a customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced; or
  - 7.2.2. any such duty, levy or tax is legally changed or abolished.
  - 7.2.3. DDP (Incoterms 2020) shall be in force unless otherwise stated on the order.
- 7.3. The price of the Goods:
  - 7.3.1. excludes amounts in respect of value added tax (“VAT”), which Advanex shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 7.3.2. includes the costs of packaging, insurance and carriage of the Goods.
- 7.4. No extra charges shall be effective unless agreed in writing with Advanex.
- 7.5. The Supplier may invoice Advanex 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, Advanex’s order number, the Supplier’s VAT registration number and any supporting documents that Advanex may reasonably require.
- 7.6. Advanex shall pay correctly rendered invoices within 60 days End of Month of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.7. Advanex may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Advanex against any liability of Advanex to the Supplier.

## 8. INDEMNITY

- 8.1. The Supplier shall keep Advanex 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 Advanex as a result of or in connection with:
  - 8.1.1. any claim made against Advanex 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 to the acts or omissions of the Supplier, its employees, agents or subcontractors; and



8.1.2. any claim made against Advanex 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.

8.2. This clause 8 shall survive termination of the Contract.

## 9. INSURANCE

During the term of the Contract and for a period of 10 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 Advanex'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.

## 10. CONFIDENTIALITY

10.1. 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.

10.2. This 10 shall survive termination of the Contract.

## 11. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

11.1. In performing obligations under the Contract, the Supplier shall:

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

11.1.2. comply with the Mandatory Policies.

11.2. Advanex may immediately terminate the Contract for any breach of 11.



## 12. TERMINATION

- 12.1. Advanex 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. Advanex 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.
- 12.2. Without limiting its other rights or remedies, Advanex may terminate the Contract with immediate effect by giving written notice to the Supplier if:
  - 12.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - 12.2.2. 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;
  - 12.2.3. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his 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;
  - 12.2.4. 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
  - 12.2.5. the Supplier's financial position deteriorates to such an extent that in Advanex's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 12.4. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 13. DISPUTE RESOLUTION

In the event of any dispute arising between the parties in connection with the Contract, the parties will in good faith seek to resolve that dispute through mediation under the auspices of the ADR



Group. The mediator shall be agreed upon within 21 days of one party requesting mediation, failing which either party may apply to the President of the Law Society, or any other body agreed by the parties from time to time, to appoint a mediator. Unless otherwise agreed each party shall share equally in all costs and each party shall bear their own legal and other fees and expenses incurred in relation to the mediation. If the dispute is not resolved within 28 days of the mediator's appointment, then either party may commence court proceedings, but provided that nothing in this clause shall prevent either party seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

#### **14. FORCE MAJEURE**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

#### **15. GENERAL**

##### **15.1. Assignment and other dealings**

15.1.1. Advanex 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 Advanex.





- 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 Advanex. If Advanex consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 15.3. **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.
- 15.4. **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 Advanex.
- 15.5. **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.
- 15.6. **Notices.**
- 15.6.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 15.6.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.7(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 15.6.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 15.7. **Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 15.8. **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.



15.9. **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.

## 16. ETHICS AND RESPONSIBILITY

The company requires the Supplier to comply with the principles of the Ethics Corporate Social Responsibility policy and the Modern Slavery Act 2015. The Supplier is required to disseminate these values throughout their own supply chain. The Supplier shall ensure their personnel are aware of the importance of ethical behaviour. Where the supplier is contracted to provide persons expected to work on the Companies behalf, under the Companies instruction and where this is applicable, they shall ensure that any personnel provided, have undergone the necessary checks to ensure they have the right to work in the UK in accordance with Home Office guidance on this subject.

## 17. PRODUCT SAFETY.

The company requires that all suppliers comply with all regulatory requirements for product safety and continually assess their products and raw materials to ensure consistent product safety standards

## 18. COUNTERFEIT GOODS.

We, Advanex Europe Limited, recognise that counterfeiting is a serious global problem. To help prevent the purchase of counterfeit or substandard goods we will only accept products from suppliers who can demonstrate they have their own robust quality and counterfeit control measures in place.

## 19 CONTROL AND MONITORING

Advanex Europe Limited shall have the right at any time to call upon the supplier for evidence of raw material origins and parts of work other than those specified on the purchase order.