The following terms and conditions apply to all purchases made by Genuit Group plc and any of its subsidiaries. Please refer to the official purchase order for details of the relevant contracting entity, including details of the company name and number.

STANDARD CONDITIONS OF PURCHASE

1. Acceptance

These terms and conditions (the “Conditions”) and the Genuit Supplier Code of Conduct (the “Code of Conduct”) apply to any order of the Buyer to purchase goods and/or services (the “Goods”) from the recipient specified in the purchase order (the “Seller”) (the “Order”). These Conditions incorporating the Code of Conduct become a binding contract (“Contract”) when (i) the Order is accepted by the Seller by notice in writing to the Buyer or (ii) the Seller commences performance of the Order.

1. Conditions paramount

2.1 All Orders so placed by the Buyer and accepted by the Seller shall be carried out by the Seller on these Conditions and the Code of Conduct. If any documents sent by the Seller to the Buyer have printed on them any other conditions, the same are only binding insofar as they are not different from these Conditions, and have been accepted in writing by the Buyer. Any waiver or failure of the Buyer to require strict compliance with these Conditions in any respect shall not be deemed a waiver of these Conditions on other respects.

2.2 These Conditions can only be altered or qualified by a document signed by a director or company secretary of the Buyer.

2.3 In the event of a conflict between any of these Conditions and any specific term or condition referred to on the face of the Order, the latter shall prevail. In the event of a conflict between any of these Conditions and any specific term or condition referred to in the Code of Conduct, the former shall prevail.

1. Specifications

Any manufacturing or other specifications referred to in the Order by the Buyer shall be treated as part of the Order, and all Goods furnished must conform to the Buyer’s specifications.

1. Samples

At any time prior to the Buyer placing an Order, the Seller shall at the request of the Buyer provide the Buyer with samples of the Goods, equipment and/or materials used in the manufacture or supply of the Goods.

1. Inspection

5.1 Both during and after manufacture the Seller shall allow the Buyer or its authorised agent to carry out such tests and/or inspections of the Goods as it may reasonably require during normal or arranged hours and the Seller shall afford free of cost all reasonable facilities and assistance and make available all pertinent information to the Buyer or its authorised agent for such tests or inspections.

5.2 If as a result of any inspection, test, test sheet or inspection report under Condition 5.1. above the Buyer considers that the Goods do not comply with the Order and/or specification (if any) or are unlikely on completion of manufacture or processing or during performance to comply, the Buyer shall notify the Seller accordingly in writing and the Seller shall as soon as practicable take such steps as may be necessary to ensure such compliance.

5.3 Failure to make complaint, or approval given on inspection, shall not constitute a waiver by the Buyer of any right or remedy in relation to the breach of the Conditions or of the Order should the Goods supplied subsequently be found not to be capable of passing proper tests or inspections made with due deliberation.

5.4 The Goods, workmanship and performance shall be subject to inspection and, if deemed appropriate by the Buyer, testing by the Buyer prior to unloading at the delivery address. Payment of the invoice by the buyer shall not constitute acceptance of the Goods and is without prejudice to any claims the Buyer might have against the Seller.

1. Warranties

6.1 In performing the Contract, the Seller, as a person supplying Goods, in the course of its business, shall exercise proper skill, reasonable care and judgement so as to ensure that the Goods are fit and suitable for the Buyer’s purposes, the Buyer relying upon this provision. The Seller shall satisfy itself that the Seller understands the Buyer’s requirements so as to enable him to comply with this warranty and avoid delay on account of modifications required to meet the Buyer’s needs. The cost of any modification shall be deemed to be included in the price.

6.2 The Seller expressly warrants all Goods and items of equipment (including where applicable the workmanship thereof) which are the subject of the Order (a) to be of the quality, quantity, size, description and dimensions specified (b) to be free from all defects, including latent defects (c) to correspond with any samples provided by the Seller under Condition 4 above which have been approved by the Buyer (d) to be capable of any standard of performance specified in the Order and (e) to comply in all respects with all relevant requirements of any statute or any rule, regulation or order in force at the time of the Contract. This warranty shall remain in full force and effect notwithstanding delivery, acceptance, or payment by the Buyer.

6.3 The Seller shall indemnify and hold the Buyer harmless (a) from any loss, damage or expense whatsoever that the Buyer may suffer from breach of any of these warranties or these Conditions by the Seller (b) from all claims, losses, liens or charges which may be asserted against the Goods, and (c) from all claims of whatsoever nature for damage or injury to property or persons arising out of the act or omission or the negligence of the Seller its employees servants agents sub-contractors or others.

1. Rejection

The Buyer reserves the right to reject all or any part of the Goods which the Buyer considers do not conform with Condition 6 or to the Order and/or specification submitted by the Buyer to the Seller and to return such rejected Goods to the Seller at the Seller’s risk and expense. Without prejudice to any other remedy the Buyer may at its option have the rejected Goods replaced at the purchase price stated in the Order.

1. Marking of goods and publicity

If the Buyer so requires, the Seller shall ensure that no maker’s mark shall appear on any Goods. Neither the Order nor the name of the Buyer shall be disclosed to any third party or used by the Seller or any sub-contractor for advertisement or publicity purposes without the Buyer’s written consent.

1. Price

The price quoted in the Order shall not be subject to change without the prior written consent of the Buyer and shall include all costs, packaging, materials and pallets and the cost of delivery (including any applicable customs charges) and performance.

1. Invoices and payment

10.1 Invoices shall relate to one Order only and be sent to the address notified to the Seller. Unless otherwise agreed in writing payment shall be due 60 days after the end of the month in which delivery is made or receipt of a correct invoice whichever is the later. No interest charges, penalties or losses of discount on overdue accounts will be accepted unless previously agreed in writing by the Buyer.

10.2 The Buyer reserves the right to set-off, withhold or deduct from any monies due or to become due to the Seller any monies due to the Buyer from the Seller.

1. Substitutions

No substitutions for the materials or parts specified by the Buyer shall be used without the Buyer’s consent.

1. Delivery

12.1 Each delivery must be in accordance with the Buyer’s instructions and accompanied by details of the exact quantity and description of the Goods. Goods will be deemed to be delivered to the Buyer on signature of a delivery note clearly detailing the Goods and the quantity delivered. Time shall be of the essence of the contract and shall start to run from the date of acceptance by the Seller of the Order or the date on which the Seller is placed in possession of such information and drawings as may be necessary to enable him to start work on the Goods whichever is the later. Delivery in instalments shall be permitted only with prior written consent of the Buyer. If Goods are delivered before a date specified by the Buyer, the Buyer shall be entitled to refuse to take delivery or to charge for insurance and storage of the Goods until the specified date.

12.2 In the case of Goods supplied from outside the United Kingdom, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller.

12.3 Unless an extension of time is agreed between the Buyer and Seller, the Seller’s failure to deliver the Goods on the date(s) specified by the Buyer shall entitle the Buyer to purchase substitute goods and to hold the Seller accountable for all loss and/or additional costs incurred as a result.

1. Packaging

13.1 The Buyer shall only be responsible for returning cases or other durable packaging to the Seller if such responsibility is accepted by the Buyer in the Order.

13.2 The Seller shall mark clearly where possible the Buyer’s order number on each consignment package, pallet, packing notes, advice notes, invoices, statement and all other correspondence relating to them, not withstanding that the Buyer’s order number should always be displayed on all delivery papers.

13.3 The Seller shall mark clearly where possible the date of manufacture, supplier log or batch number or article number, on each consignment, package or pallet provided.

1. Passing of the risk and property

14.1 Until delivered in accordance with Condition 12.1 and accepted by the Buyer the Goods shall remain at the risk of the Seller who shall insure the same against all risks which can be reasonably contemplated. It shall be the Seller’s responsibility to unload its vehicles and deliver the Goods into the Buyer’s premises. Subject to the Buyer’s right to rejection, the property in the Goods shall pass to the Buyer upon delivery.

14.2 All tools, equipment and materials of the Seller required in the performance of the Seller’s obligations under the Contract shall be and remain at the sole risk of the Seller whether or not they are upon premises of the Buyer or other premises specified in the Order.

1. Health

and safety

The Seller warrants that in the supply of the Goods and the provision of information relating to them it will comply with the duties imposed on it by the Health and Safety at Work etc. Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or the Goods and that it will perform the Contract such that no liability is incurred by the Buyer under such statutory provisions, bye-laws, rules and regulations.

1. Assignment

The Seller may not assign or transfer or sub-contract the Order or any rights or obligations under it whether by operation of law or otherwise without the prior written consent of the Buyer.

1. Termination

If the Seller fails to make deliveries as hereby provided or commits any breach of these Conditions or warranties or (being a body corporate) has a receiver appointed or pass as a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or a court makes an Order to that effect, or (being an individual) has a receiving Order made against him or enters into any composition or arrangement with his creditors, the Buyer may, without prejudice to its other rights and remedies and without liability, determine the Contract in respect of all or any part of the undelivered part of the Order and in respect of any other Goods already delivered under the Order which cannot be effectively and commercially used by reason of the Seller’s failure entirely to perform the Contract or give any such receiver or liquidator or other person the option of carrying out the Contract without any liability by the Buyer to the Seller.

1. Guarantee

Without prejudice to any other remedy which the Buyer may have for breach of contract, if within the period after delivery named in the Order or if no period is named within one year after delivery the Buyer gives notice in writing to the Seller of any defect in the Goods which shall arise under proper use from faulty design materials or workmanship then the Seller shall with all possible speed replace or repair the Goods so as to remedy the defects without cost to the Buyer.

1. Suspension and force majeure

If the performance of the Contract by the Buyer shall be delayed by any circumstances or conditions beyond the Buyer’s control the Order shall be suspended during such delay and shall again become operative upon the termination of the cause of such delay, provided that to meet any altered circumstances occasioned thereby the Buyer may take such variations to the terms of the Order as are in its opinion reasonable. If the Seller does not agree thereto the Buyer may cancel the Order so far as it remains unperformed but shall pay a proportionate part of the quoted price for work done and Goods supplied. In the event of any dispute as to the proper proportion the matter shall be settled by the Buyer’s auditors who shall act as experts and not arbitrators and whose decisions shall be final and binding.

1. Intellectual property rights

The Seller warrants that the supply by the Seller and use by the Buyer of the Goods specified in the Order does not and will not infringe the intellectual property rights of any kind of any third party, save insofar as the Goods supplied or the manufacture thereof are in accordance with any special requirement specified by the Buyer. The Seller undertakes to indemnify the Buyer against all claims of every nature arising from any infringement of such rights. Patent rights to all improvements embodied in designs tools patterns drawings and equipment supplied by the Buyer under the Order are reserved by the Buyer.

1. Value added tax

If the Seller is registered for value added tax, the Seller shall be required to issue a proper tax invoice in accordance with the relevant legislation before the Buyer shall be required to make payment for Goods supplied in accordance with the Order.

1. Consumer protection act 1987 (the “act”)

22.1 The Seller warrants that all Goods supplied to the Buyer together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective pursuant to Part 1 of the Act.

22.2 If the Seller becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Seller shall without delay issue written notice of them to the Buyer.

22.3 The Seller shall indemnify, reimburse and compensate the Buyer for all losses and damages (including costs, expenses and charges for legal action in which the Buyer may be involved) which the Buyer may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective pursuant to the provisions of Part 1 of the Act.

22.4 The Seller undertakes to maintain adequate insurance cover (with insurers of repute) in respect of liability pursuant to the Act and to produce to the Buyer without delay upon request a copy or copies of the relevant policy or policies of insurance.

1. Confidentiality

The Seller undertakes that it shall not at any time during the Contract and for a period of 2 years after performance, termination or expiry, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the Buyer, except as permitted by any applicable law. The Seller shall not use the Buyer’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

1. Data

The parties shall comply with all data protection and privacy legislation in force from time to time in the UK including UK GDPR (having the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (the “Data Protection Legislation”). This Condition is in addition to, and does not relieve, remove or replace, the obligations or rights under the Data Protection Legislation.

1. Severability

If any provision of these Conditions is or shall become void in whole or in part the other provisions of these Conditions shall remain fully valid and enforceable and the void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Conditions.

1. Variation

26.1 Any amendments to the Order shall be made by agreement evidenced in writing in accordance with Condition 2.2.

26.2 The Seller shall advise the Buyer immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Seller’s obligations to the Buyer.

1. Cancellation

Without prejudice to any other specific provision of this Contract or any other right available to it, the Buyer shall have the right to cancel the Contract in whole or in part at any time by giving written notice to the Seller whereupon all work under the Order (or the cancelled part) shall be discontinued and the Buyer shall pay to the Seller such proportion of the Order price as may be fair and reasonable having regard to the value of work done, of the Goods previously delivered and of services performed under the Order (including an element of profit to be calculated on a pro rata basis by reference to the net profit margin on the contract as a whole which the Seller can evidence to the satisfaction of the Buyer it would have obtained had the proceeded to completion) and on such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from the Buyer to the Seller by reason of such cancellation.

1. Third party rights

A person who is not a party to the Contract (a “third party”) shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the “Act”) to enforce any of these Conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

1. Governing law

The laws of England shall apply to the Contract resulting from the Order and the parties submit to the exclusive jurisdiction of the English courts.

1. Markings

Any change by the Seller to any artwork, logos, drawings or designs which appear on the Goods and/or any relevant packaging must be agreed to in writing and signed by a director of the Buyer.

1. Notices

Notices given under or in connection with this Contract shall be in writing and addressed to the parties. Any notice shall be deemed to have been received (a) if delivered by hand, at the time the notice is left at the proper address (b) if sent by next working day delivery service, at 9.00 am on the second business day after posting or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours of the recipient, when normal business hours resume.

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