

Radnor Range Limited Standard Purchase Terms and Conditions

1. Definitions and interpretation

1.1 The following definitions in this clause apply in these Conditions:

Confidential Information: any information of a confidential nature concerning the business, affairs, finances, customers, clients, suppliers, services, facilities or resources of RRL, including but not limited to data and information relating to its operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and clients.

Contract: the contract between RRL and the Supplier for the sale and purchase of the Goods in accordance with the Order Summary and these Conditions.

Delivery: completion of delivery of the Goods in accordance with clause 4.

Delivery Date: as specified in the Order Summary.

Delivery Location: as specified in the Order Summary.

Goods: the goods (or any part of them) set out in the Order Summary.

IPRs: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, 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, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

RRL: Radnor Range Limited (company number 872682784) whose registered office is at Unit 2 Foley Works, Foley Trading Estate, Hereford, HR1 2SF, United Kingdom.

RRL Materials: all materials, equipment and tools, drawings, Specifications, and data supplied or made available by RRL to the Supplier and all IPRs in the same.

Specification: any specification for the Goods, including any related plans and drawings, that is specified in the Order Summary.

Supplier: the person or firm from whom RRL purchases the Goods, as specified in the Order Summary.

1.2 In these Conditions: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted, and includes all subordinate legislation made under that legislation or legislative provision; and (c) any words following the terms including, include, in particular, for example or any similar expression are as illustrative and shall not limit the sense of the words preceding those terms.

2. Basis of the Contract

- 2.1 These Conditions apply to the purchase of all Goods by RRL. The Supplier accepts that these Conditions will govern all relations between it and RRL in relation to the Goods to the exclusion of any other terms in any other document that the Supplier seeks to impose or incorporate, even if the same purport to provide that the Supplier's own or some other terms shall apply or prevail, or any terms which are implied by trade, custom, practice or course of dealing.
- 2.2 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 this Contract.
- 2.3 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 a director of RRL

3. The Goods and compliance

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and fully comply with the Specification;
 - (b) 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 RRL expressly or by implication, and in this respect RRL relies on the Supplier's skill and judgement;
 - (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery;
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, delivery and handling of the Goods and no Goods or materials or substances in any of the Goods are subject to any special disposal, treatment or similar requirements after use by RRL unless otherwise stated in the Order Summary.
- 3.2 The Supplier shall:
 - (a) 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;
 - (b) in performing its obligations under the Contract, comply with all applicable laws, statutes, regulations and codes from time to time in force;
 - (c) comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010; not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

promptly report to RRL any request or demand for any undue financial or other advantage of any kind received by it in connection with the Contract;

- (d) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015 in any part of its supply chain; and
- (e) if it processes any personal data which it receives from RRL under or in connection with the Contract (“RRL Personal Data”), process the RRL Personal Data as a data controller and comply with all obligations of a data controller under the Data Protection Act 2018, and only use the RRL Personal Data for the purpose of fulfilling its obligations under the Contract .

3.3 RRL may inspect and test the Goods at any time before or after Delivery, but no inspection by RRL whether before or after delivery of the Goods shall absolve the Supplier from liability, nor imply acceptance or approval of the Goods by RRL, and shall not prejudice RRL’s rights of rejection of the Goods if defective, unsuitable or not in accordance with the Contract. If following such inspection or testing RRL considers that the Goods do not conform or are unlikely to comply with the conditions in clause 3.1, RRL shall inform the Supplier and, without prejudice to any other rights or remedies of RRL, the Supplier shall immediately take such remedial action as is necessary to ensure compliance without cost to RRL.

3.4 The Supplier shall, where applicable, be responsible for obtaining at its own cost such import or export licences and other consents as are required in relation to the shipment of the Goods to permit their Delivery.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition including in accordance with any special requirements of RRL noted in the Order Summary;
- (b) it obtains and maintains all the licences, permissions, authorisations, consents and permits required to effect Delivery;
- (c) each delivery of the Goods is accompanied by a delivery note which shows the date of the purchase order, the order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (d) if the Supplier requires any packaging material to be returned to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be held by RRL for collection by the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods on the Delivery Date at the Delivery Location and during RRL’s normal business hours, or as instructed by RRL. Delivery shall be completed when the Goods arrive at the Delivery Location and receipt is acknowledged in writing by RRL.

- 4.3 If the Goods are not delivered on the Delivery Date, or do not comply with the conditions in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, RRL may exercise any one or more of the following remedies:
- (a) to terminate the Contract;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) 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);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by RRL in obtaining substitute goods from a third party; and
 - (f) to claim damages for any other costs, losses or expenses suffered or incurred by RRL which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 4.4 If the Goods are not delivered on the Delivery Date RRL may, at its option, claim or deduct 5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% of the total price of the Goods. If RRL exercises its rights under this clause 4.4, it shall not be entitled to any of the remedies set out in clause 4.3 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 4.5 RRL's rights and remedies under this Contract are in addition to its rights and remedies implied by statute and common law.
- 4.6 Title and risk in the Goods shall pass to RRL on completion of Delivery

5. Price and payment

- 5.1 The price of the Goods shall be the price set out in the Order Summary. The price of the Goods includes any sales taxes including VAT (if applicable) the costs of packaging, freight, insurance, carriage and delivery of the Goods to the Delivery Location. No extra charges or change to the price shall be effective unless agreed in writing with RRL.
- 5.2 The Supplier may invoice RRL for the price of the Goods 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 Supplier's VAT registration number and any supporting documents that RRL may reasonably require.
- 5.3 Except as stated to the contrary in the Order Summary, RRL shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. If RRL disputes any invoice then it shall notify the

Supplier in writing within 30 days of receipt of the invoice and in that event may withhold payment of the amount in dispute but shall pay any undisputed amount of the invoice.

- 5.4 RRL may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to RRL against any liability of RRL to the Supplier.

6. RRL Materials and rights

- 6.1 The Supplier acknowledges that all RRL Materials and all rights in RRL Materials (including without limitation IPRs) are and shall remain the exclusive property of RRL. The Supplier shall keep the RRL Materials in safe custody at its own risk, maintain them in good condition until returned to RRL and not dispose or use the same other than in accordance with RRL's written instructions or authorisation.

- 6.2 The Supplier agrees to promptly on request assign to RRL all existing and future IPRs in the Goods to which the Confidential Information relates or RRL otherwise engages the Supplier to supply, to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Supplier holds legal title in these rights and inventions on trust for RRL. The Supplier undertakes to promptly execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of RRL, be necessary or desirable to vest the IPRs in, and to register them in, the name of RRL.

7. Confidentiality

- 7.1 The Supplier undertakes that it shall not at any time during the Contract and for a period of two years after termination disclose to any person any Confidential Information, except as permitted by clause 7.3.

- 7.2 The Supplier undertakes to RRL that, except with the prior written consent of RRL or as otherwise permitted by clause 7.3, it shall not at any time during this Contract and for a period of two years after termination disclose to any person:

- (a) the fact that it supplies or supplied Goods to RRL; or
- (b) the existence and contents of this Contract.

- 7.3 The Supplier may disclose Confidential Information:

- (a) to its employees, officers, agents, consultants or subcontractors (**Representatives**) who need to know this information for the purposes of carrying out the Supplier's obligations under the Contract, provided that the Supplier takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 7 as though they were a party to this agreement. The Supplier shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 7; and
- (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

- 7.4 RRL reserves all rights in its Confidential Information. No rights or obligations in respect of RRL's Confidential are granted to the Supplier or to be implied from this Contract.

8. Termination

- 8.1 RRL 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. RRL shall pay the Supplier fair and reasonable compensation for the value of 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.
- 8.2 Without limiting its other rights or remedies, RRL may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) 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 7 days of the Supplier being notified in writing to do so;
 - (b) 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;
 - (c) 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;
 - (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - (e) the Supplier's financial position deteriorates to such an extent that in RRL's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - (f) the Supplier is subject to a change a change in its management or control ("control" having the meaning set out in Section 840 of the Income and Corporation Taxes Act 1988) not previously notified to and approved by RRL; or
 - (g) as a result of any act or omission by the Supplier, RRL reasonably considers that its name or reputation has been or is likely to be materially adversely affected.
- 8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 8.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. Subcontracting

The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of RRL. If RRL consents to any subcontracting by the Supplier, then No sub-contract shall relieve the Supplier from any obligations or liabilities under the Contract, the Supplier shall be fully responsible for the acts and omissions of its sub-contractors, to the same extent as it is responsible for its own acts and omissions pursuant to the Contract, and the Supplier shall be solely responsible for the performance of its obligations arising from such sub-contracts and shall at all times indemnify RRL against all actions, proceedings, costs, damages, claims and demands in respect of the Supplier's failure to comply with its obligations under any sub-contracts.

8. Restrictions

8.1 The Supplier agrees that it will not (and will procure that none of its employees nor any other representatives of the Supplier will) without the prior written consent of a director of RRL:

- (a) approach or discuss any issue relating to the Goods which the Supplier has contracted to supply to RRL with any client of RRL (or with any representative of any such client);
- (b) at any time make use of any corporate, business or product name which is identical to or likely to be confused with the corporate name or any business or product name of RRL or which might suggest a connection with RRL;
- (c) at any time from the date of the Contract to the expiry of six months after the completion of its obligations under the Contract, solicit or entice away from RRL or employ or engage or attempt to employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of RRL (but the Supplier shall not be in breach of this clause 8.1(c) if it hires an employee, consultant or subcontractor of RRL as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of RRL;
- (d) use or apply any RRL Materials or RRL Confidential Information for any purpose other than the performance of its obligations under the Contract.

9. Insurance

9.1 During the Contract and for a period of two years afterwards the Supplier shall maintain in force such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract, including as a minimum the following insurance policies, with reputable insurance companies:

- (a) public liability insurance with a limit of at least £10 million per claim; and
- (b) product liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year.

9.2 The Supplier shall notify RRL if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change and shall promptly provide RRL with copies of any insurance policies and evidence that such policies are in effect on request.

10. General

- 10.1 **Assignment:** The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of RRL.
- 10.2 **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 that 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 10.2 shall not affect the validity and enforceability of the rest of the Contract.
- 10.3 **Audit:** The Supplier shall during the term of the Contract and for 1 year thereafter maintain such records relating to the Goods and the performance of its obligations under the Contract as required under any applicable laws and as RRL may reasonably require (“Records”) and shall produce the Records for inspection by RRL on request and allow RRL to take copies of and extracts from such Records and provide any assistance reasonably requested by RRL to interpret or understand any of the Records.
- 10.4 **Further assurance:** At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.
- 10.5 **Entire Agreement:** The Contract contains the entire agreement between the parties in relation to its subject-matter and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.
- 10.6 **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.
- 10.6 **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.

