6. PACKING AND TRANSPORTATION:
6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (incoterms in last version) to the "ship to" facility referenced in the Purchase Order.
6.2 Seller shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. No separate payment will be made for any packages, materials, except otherwise stated in the Purchase Order or subsequently agreed in writing by Buyer.
6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows the description of the Purchased Goods and/or Services, their quantity and/or address, and/or Services, special storage instructions (if any) and, if the Goods are being delivered by Seller's agents or subcontractors, the details of the same document.
6.4 If the Seller requires the Buyer to return any packaging material of the Goods to the Seller, that fact should be clearly stated on the delivery note. Any such packaging material shall only be returned to the Seller at the cost and risk of Seller.
7. TRANSFER OF TITLE / PROPRIETARY INFORMATION / TOOLS:
7.1 Unless otherwise stated on the Purchase Order, the title to the Goods shall pass to the Buyer, the title and risk to the Goods shall pass upon acceptance by Buyer at Buyer's premises.
7.2 All information which Buyer makes available to Seller for the purpose of performing the Contract is confidential. Seller agrees not to use such information for any third party and/or use it for information purposes for other than submitting a bid or performing a Contract unless otherwise agreed in writing by Buyer. Further, Seller shall ensure that its officers, employees and agents (including the officers, employees and agents of its agents, subcontractors and/or suppliers) shall abide by the same obligations as if their names were inserted in the place of "Seller".
7.3 It becomes necessary for the Seller to disclose confidential information to the Buyer if it becomes necessary for the Buyer to disclose confidential information other than that outlined in Section 7.2, the obligations related to such information shall be set forth in a separate non-disclosure agreement, to be executed by the parties prior to the disclosure of such confidential information.
7.4 Drawings, samples, forms and/or data to which Buyer makes available to Seller for submission of a bid or performance of a Contract, remain Buyer's property and may not be copied or used for purposes other than the Contract. They must be returned to Buyer upon request after refusal of bid or performance of the Contract.
7.5 In the event that Buyer's tooling is in Seller's custody or control, Seller bears the risk of loss, theft and damage. Seller agrees to keep Buyer's tooling free from all liens and encumbrances and insure the Buyer's tooling against all such risks. Seller may maintain a physical description of "Property of Buyer". At all times Seller will: (a) use Buyer's tooling only for the performance of the Contract, (b) not deem Buyer's tooling to be personal, or (c) not move Buyer's tooling from the address designated on the Purchase Order, without prior written consent of Buyer. Seller may not sell, or otherwise dispose of Buyer's tooling without the prior written consent of Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect such tooling and Seller shall provide all necessary access and information. In addition, Seller shall not sell, transfer or otherwise dispose of Buyer's tooling without the prior written consent of Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect such tooling and Seller shall provide all necessary access and information. In addition, Seller shall not sell, transfer or otherwise dispose of Buyer's tooling without the prior written consent of Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect such tooling and Seller shall provide all necessary access and information.
8. INDEMNITY OBLIGATIONS:
8.1 Buyer agrees to indemnify, defend and save harmless Buyer from 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 professional costs and expenses arising from any claim arising from the ordinary purchase, sale or use of Goods and/or Services as a result of or in connection with:
8.1.1 any claim made against Buyer for actual or alleged infringement of a third party’s intellectual rights, including but not limited to any claim arising under the regulations of Directive 2001/49/EC (a Directive of the European Parliament and of the Council of 21 April 2001) of the European Union and/or the laws of the Member States, or any claim related to the infringement of any patent, trademark, or similar right, and any claim arising out of, or in connection with the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of Seller, its employees, agents, subcontractors or others acting on Seller's behalf, and in respect of all liabilities, costs, expenses, damages and losses, however caused, resulting from or arising out of, or in connection with the manufacture, supply or use of Goods or Services, or the use of Goods or Services.
8.1.2 any claim made against Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with defects in the Goods, to the extent that such defects in the Goods are attributable to the acts or omissions of Buyer, its employees, agents or subcontractors; and
8.1.3 any claim made against Buyer by a third party arising out of, or in connection with the Ordinary purchase, sale or use of Goods or Services supplied by Seller.
8.2 This clause 8 applies not only for the Goods or Services delivered, but also if the Goods are built into another device or finished good and an infringement of the finished goods can be directly traced to the Goods or Services supplied by Seller.
8.3 This clause 8 shall survive termination.
9. DELIVERIES:
9.1 Seller will promptly inform Buyer in writing on delay or anticipated delay of delivery, stating reasons, circumstances causing the delay and a recovery plan.
9.2 Seller will deliver the Goods and/or render the Services on the date and time specified on the Purchase Order to the "ship to" facility mentioned on the Purchase Order. Time is of the essence for Seller's performance of all its obligations under any Contract. Failure to meet the delivery date referred to in the Purchase Order shall constitute a material breach of Contract and shall entitle Buyer to terminate the Contract.
9.3 Seller agrees to pay Buyer any penalties or damages imposed or incurred by Buyer caused by failure of Seller to deliver Goods and/or Render Services on such delivery dates.
9.4 Partial deliveries shall only be made with a prior written agreement of Buyer.
10. CONTRACTUAL PRICE AND PAYMENT:
10.1 Contractual prices stated in the Purchase Order shall be binding for Buyer and Seller.
10.2 Payment terms shall be 60 calendar days from date of invoice, unless otherwise stated on the Purchase Order or agreed to in writing between Buyer and Seller.
10.3 Seller's invoice shall, at a minimum, include the following details: Buyer's Purchase Order number, Buyer's product code, quantity delivered, invoice number, date of invoice, invoice address, Seller's bank details and Seller's VAT number, for European-based Sellers only.
10. Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which Buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer’s right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.

12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.

13.2 Buyer may, without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADEMARKS AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer’s trademark names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of England and Wales.

16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.

16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Courts of England and Wales shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller’s obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorize or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (QMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labour agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

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