

TERMS AND CONDITIONS OF PURCHASE 2025



14.2 Each of the following events is an Event of Default:

14.2.1 the Supplier fails to comply with any of its obligations under the Order and, if that default is capable of remedy, the Supplier fails to cure that default within thirty (30) days of the Purchaser giving written notice to it requiring remedy; or

14.2.2 the Supplier is unable to pay its debts generally as they fall due; or

14.2.3 a resolution is passed at a meeting of the Supplier for (or to petition for) its winding up or administration, or the Supplier presents any petition for its winding-up or administration, or an order for the winding-up or administration of the Supplier is made, (unless in each case it is a voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement); or

14.2.4 the Supplier agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or

14.2.5 any administrative or other receiver or any manager of all or substantially all of the assets of the Supplier is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of the Supplier and which is not paid out or discharged within thirty (30) days after such appointment, taking possession or levy; or

14.2.6 there occurs, in relation to the Supplier, in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets are subject, any event which corresponds in that country or territory with any of those mentioned in clauses 14.2.2 to 14.2.5 inclusive (subject to the same thresholds, grace periods and exceptions); or

14.2.7 the Supplier is acquired by or merged with any third party or any change of control occurs; or

14.2.8 the Supplier is or may be unable, in the Purchaser's reasonable opinion, to perform its obligations under the Order.

14.3 On or at any time after the occurrence of an Event of Default, the Purchaser shall be entitled (without prejudice to any other right or remedy) on giving written notice to the Supplier to exercise any one or more of the following rights or remedies:

14.3.1 to reduce, reschedule or cancel any of the Supplies or to refuse to accept the provision of any further Supplies and in each case without having any liability to the Supplier;

14.3.2 to recover such damages as it may have sustained in connection with or as a result of such Event of Default; and/or

14.3.3 to terminate the Order in whole or in part.

14.4 Upon termination, howsoever arising, the Supplier shall return all the Purchaser's information, tooling and data forthwith to the Purchaser and shall, if requested, provide the Purchaser with all such documentation and information as may be necessary to enable either the Purchaser or a third party to complete the Supplies ordered.

14.5 Upon receipt of notice of termination of the Order, the Supplier shall:

14.5.1 cease provision of the Supplies as directed by the Purchaser; and

14.5.2 minimise all its costs associated with the termination of the Order.

14.6 Termination of the Order shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive or which implicitly survives termination.

14.7 The terms and conditions of the Order do not derogate from any of the Purchaser's statutory and common law rights and are in addition to those rights and not in substitution for them.

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15. FORCE MAJEURE EVENT

15.1 Neither Party shall be deemed in breach of the Order or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the Order, if the delay or failure results from a Force Majeure Event **provided that** the affected Party:

15.1.1 promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;

15.1.2 produces reasonable evidence of its occurrence;

15.1.3 uses all reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the Force Majeure Event;

15.1.4 recommences its full performance as soon as is reasonably possible following its cessation; and

15.1.5 gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Order.

15.2 A Party cannot claim relief under this clause 15 if the Force Majeure Event is one where a reasonable party should have foreseen and provided for the event in question or if it is attributable to a failure by the Party to either comply with the provisions of its business continuity plan or to have a business continuity plan in place.

15.3 If a Party is affected by a Force Majeure Event, it will use its reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other for any costs or expenses incurred as a result of it.

15.4 If a Force Majeure Event exceeds a continuous period of thirty (30) days, then the Purchaser shall have the right by written notice to the Supplier to terminate the Order immediately without having any liability to the Supplier except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Where any foreground Intellectual Property Rights are created as a result of the work undertaken by the Supplier, its agents or sub-contractors for the Order, the Supplier agrees that it shall vest in and be the absolute property of the Purchaser. Consequently, the Supplier assigns or shall procure the assignment to the Purchaser, with full title guarantee and free from all third party rights, the foreground Intellectual Property Rights and all other rights created as a result of the Order and the Supplier shall (at its own cost) do all necessary acts to vest such foreground Intellectual Property Rights in the name of the Purchaser or its nominee, such acts to include (without limitation) the execution of documents.

16.2 Any background Intellectual Property Rights created by the Supplier prior to the commencement of the Order and/or outside of the Supplies provided to the Purchaser under the Order shall remain vested in and be the absolute property of the Supplier **provided that** if they are included in any Supplies they must be clearly and legibly marked by the Supplier and the Supplier hereby grants to the Purchaser for use as necessary with the foreground Intellectual Property Rights an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence (with the ability to sub-licence) in respect of them.

16.3 The Supplier represents and warrants to the Purchaser that the Supplies and anything done by and any use by the Purchaser in relation to the Supplies will not infringe any Intellectual Property Rights of a third party.

16.4 The Supplier shall indemnify each Indemnified Party against any and all liability, loss, claims, costs, expenses or damages, payments and royalties of any kind whatsoever incurred by an Indemnified Party as a result of or in connection with the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party in respect of the Supplies.