



## **TERMS AND CONDITIONS**

**ISSUE: 02**

**Dated: Apr 2021**

**Document Ref: 108161**

**TERMS AND CONDITIONS**

Acceptance .....	3
Governing law .....	3
Definitions .....	3
Financial .....	5
Price .....	5
Payment .....	5
Insurance .....	6
IPR.....	6
Force majeure.....	7
Cancellation.....	7
Indemnity .....	8
Ethical conduct.....	8
Discrimination.....	8
Bribes and inducements .....	8
Counterfeit.....	9
Slavery .....	9
Ethical mined material .....	9
Data protection.....	9
ITAR .....	10
Warranty .....	12
Quality assurance .....	13
Verification .....	13
Standards.....	13
Certificate Of Conformity .....	14
Documentation .....	14
Right of audit .....	14
Logistical.....	14
Dispatch .....	14
Delivery .....	14
Carriage .....	15
Quantity.....	15
Packaging and marking .....	15
Sub contracting.....	15
Flow down .....	15
Health & Safety.....	15
REACH.....	16
RoHS 02.....	16
WEEE.....	16
Rejection.....	16
Termination.....	17
Disputes.....	18
Confidentiality .....	19
Additional clauses .....	19

## TERMS AND CONDITIONS

### ACCEPTANCE

1. The Order constitutes an offer by ISTECServices Limited (*hereafter known as 'ISTEC'*) to purchase the Goods and/or acquire the Services subject to these Conditions.
2. Acceptance of this order is expressly limited to the terms of this order and the terms hereof shall govern.
3. Any additional or different terms proposed by Supplier are objected to and are hereby rejected unless Supplier's terms are accepted in writing by an authorised representative of ISTECServices. No proposal, oral agreement, order acknowledgement or other understanding shall in any way modify this order, or the terms or conditions hereof. Supplier's action in (a) accepting this order, (b) delivering materials, (c) performing service called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereof despite any contrary or inconsistent terms in any other document exchanged by the parties.
4. Any order placed by ISTECServices shall be treated as confidential and the Supplier shall not make use of ISTECServices's name or the name of any of ISTECServices's customers for publicity purposes without the prior written consent of ISTECServices.
5. No variation to the Order or these Conditions shall be binding unless agreed in writing by ISTECServices.

### GOVERNING LAW

6. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (*including non-contractual disputes or claims*) shall be governed by and construed under the laws of England and Wales.
7. Subject to sub-condition 103, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (*including non-contractual disputes or claims*).

### DEFINITIONS

8. In these Terms & Conditions, the following terms shall have the meanings ascribed to them:
  - 8.1. "Acceptance" means written acceptance of the Goods and/or Services by ISTECServices in accordance with the Contract. Where Acceptance is not defined by the Contract, Acceptance shall (*subject to condition 91*) be deemed to automatically occur 30 days after delivery of the Goods following inspection of them and/or performance of the Services unless the Goods and/or Services are rejected by ISTECServices and notified to the Supplier;
  - 8.2. "Certificate of Conformity" means a document or endorsement on a document (*e.g. Advice Note etc.*) certifying that the Goods and/or Services supplied comply in all respects with the Order and the Specification;

## TERMS AND CONDITIONS

- 8.3. “Conditions” means the standard terms and conditions of purchase set out in this document and the Special Conditions which shall apply equally with these Conditions except that where there is any inconsistency the Special Conditions shall prevail;
- 8.4. “Contract” means these Conditions, any Special Conditions, the Specification and the Order for the sale and purchase of the Goods and/or the supply and acquisition of the Services;
- 8.5. “COTS Goods” means commercial-off-the-shelf Goods to be supplied by the Supplier under this Contract to meet the Specification but for which the Supplier is responsible for design.
- 8.6. “Counterfeit Materiel” means any item which bears any mark indicating an untrue origin or compliance to a standard which the item does not meet, or which is supplied as new but which has been previously used or any unauthorised copy, imitation or substitute, or any part (*e.g., material, part or component*) which has been modified without proper authorisation.
- 8.7. “Delivery” means the delivery of the Goods in accordance with the INCOTERM specified in the Order;
- 8.8. “Delivery Address” means the address stated on the Order;
- 8.9. “Goods” means the goods, technology, services and technical data (*including any instalment or part thereof*) to be supplied by the Supplier to ISTEC in accordance with the Order;
- 8.10. “INCOTERMS” means the International Chamber of Commerce International Commercial TERMS published at the date of Order Acceptance;
- 8.11. “Order” means the purchase order placed by ISTEC with the Supplier for the supply of the Goods and/or Services;
- 8.12. “Packing Instructions” means the packing instructions specified in the Order;
- 8.13. “Price” means the price of the Goods and/or Services as determined in accordance with Condition 11;
- 8.14. “Prohibited Act” means an act described under section 1, 2, 6 or 7 of the Bribery Act 2010, which constitutes or potentially constitutes an offence under one or more of those sections.
- 8.15. “Services” means the services (*if any*) to be provided by the Supplier to ISTEC in accordance with the Order;
- 8.16. “Special Conditions” means the special conditions as stated on the front of the Order;
- 8.17. “Specification” means any plans, drawings, data or other information relating to the Goods or Services referenced in the Order;

## TERMS AND CONDITIONS

8.18. “Supplier” means the supplier of the Goods and/or Services as defined on the Order;

8.19. “ISTEC Design” means, if applicable, the design provided by ISTEC for the Goods (*which shall not apply to COTS Goods*).

8.20. “Tools” means all equipment, tools, patterns, dies, moulds, jigs, drawings, specifications and data supplied or funded by ISTEC or supplied to ISTEC in pursuant to the Order.

9. Any reference in these Conditions to a statute or a provision of statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended from time to time.

10. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## FINANCIAL

### Price

11. The Price shall be stated in the Order and shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and Delivery of the Goods to the Delivery Address and any tariffs, duties, imposts or levies unless otherwise agreed in writing by ISTEC.

12. No increase in the Price may be made (*whether on account of inflation, increased material, labour or transport costs, fluctuation in rates of exchange or otherwise*) without ISTEC’ prior written consent.

### Payment

13. The Supplier shall submit invoices to the address stated on the Order after Delivery of the Goods or the performance of the Services.

14. Every invoice shall include the following information:

14.1. Order number and the Order item number;

14.2. Goods and/or Services to which it relates;

14.3. Supplier’s VAT number;

14.4. Supplier’s bank account number, sort code and invoice address;

14.5. Invoice number;

14.6. Date of the invoice;

14.7. Name of the ISTEC company and its full address;

## TERMS AND CONDITIONS

- 14.8. Delivery Address;
  - 14.9. Price and the total amount due;
  - 14.10. Any other information reasonably required by ISTECE.
15. ISTECE at its discretion may reject any invoice that does not include the information set out in Condition 14.
16. Payment by ISTECE shall be 30 days from the end of the month (*unless otherwise set out in the Order or agreed in writing by ISTECE*) in which the invoice is received.
17. No payments shall be made until and unless the Goods and/or Services have been accepted.
18. ISTECE shall be entitled to set off against the Price any sums that are owed to ISTECE by the Supplier.

### Insurance

19. Without limiting the Supplier's liability under this Contract, the Supplier shall obtain and maintain for the duration of this Contract at a minimum the following insurance cover:
- 19.1. Third party (*including public liability*);
  - 19.2. Product liability;
  - 19.3. Any statutory required insurance;
20. Each insurance to a sufficient level to cover the risks associated with this Contract and in any event to a level in accordance with good industry practice.
21. Upon the reasonable request of ISTECE, the Supplier shall provide copies of relevant insurance certificates.
22. The Supplier shall immediately inform ISTECE of anything that might affect any such insurance.

### IPR

23. The Supplier shall not acquire, retain, or appropriate for its own use, any right, title, or interest in ISTECE` intellectual property (*including without limitation any third party intellectual property provided to or disclosed to the Supplier by or on behalf of ISTECE*). The Supplier shall not take any action that might impair in any way any right, title or interest in ISTECE` intellectual property.
24. Each party shall remain the sole owner of all intellectual property rights developed or acquired before the Order date.

## TERMS AND CONDITIONS

25. The Supplier hereby grants to ISTECH a non-exclusive, worldwide, royalty-free licence, to exploit any intellectual property rights needed for the use of the Goods by ISTECH and its customers and to sub-license the same, for use of the Goods by ISTECH and its customers.

26. The Supplier warrants that it has the right to grant such licence and indemnifies ISTECH against any third party infringement of such intellectual property rights by ISTECH or its customers.

27. All rights in the intellectual property created by the Supplier in performance of its obligations under the Contract shall vest exclusively in ISTECH.

### FORCE MAJEURE

28. If a delivery of Goods or performance of Services by the Supplier, or the acceptance thereof by ISTECH, is delayed or prevented by an unforeseen and unavoidable event, including without limitation to strikes, lock-outs or other industrial disputes (*excluding any involving the workforce of the Supplier*), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (but only where such default is similarly caused by an unforeseen and unavoidable event), each and all of the foregoing being hereinafter referred to as "Force Majeure", such delivery or performance shall be suspended and the Supplier shall give written notice to ISTECH specifying the nature and extent of the Force Majeure and will at all times use its reasonable endeavours to bring the Force Majeure to an end. Unless ISTECH terminates the relevant Order in accordance with clause 29, the delivery of Goods and the performance of Services will be resumed as soon as the Force Majeure ceases but, unless the parties otherwise agree, the period provided therefor will not be extended.

### CANCELLATION

29. The performance of work under an Order may, without proof of default, be terminated at any time in whole or in part by the Buyer by notice in writing to the Supplier, in which event the Supplier shall be entitled to be paid such amount as the parties may agree for the performance of work carried out under the Order up to the time of such termination; if:

29.1. The Supplier commits a material breach of its obligations;

29.2. The Supplier commits a series of persistent minor breaches which taken together amount to a material breach;

29.3. The Supplier is adjudged bankrupt or has a receiving order or administration order made against him or makes any composition or arrangement with or for the benefit of his creditors;

29.4. Being a company, the Supplier passes a resolution (or the court makes an order) for it to be wound up (*not being a voluntary liquidation for the purpose of a solvent amalgamation or re-construction*);

## TERMS AND CONDITIONS

29.5. A receiver or manager on behalf of a creditor is appointed over the whole or any part of its undertaking, property or assets;

29.6. The Supplier being a foreign company, any arrangements or events occur under the law of the Supplier's country of domicile which have a similar effect to those hereinbefore described, then and in any such event ISTEC may forthwith terminate the Contract by notice in writing but without prejudice to any right which may have accrued or will accrue to ISTEC thereunder.

or

29.7. ISTEC reasonably considers that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

## INDEMNITY

30. The Supplier shall indemnify ISTEC against all liability, loss, damage, costs and expenses (*including legal expenses on an indemnity basis*) awarded against or incurred or paid by ISTEC as a result of or in connection with any:

30.1. Breach of any warranty given by the Supplier in relation to the Goods or the Services;

30.2. Claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by ISTEC;

30.3. Liability under the Sale of Goods Act 1979 in respect of the Goods;

30.4. Act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

30.5. Act or omission of any other Supplier's personnel in connection with the performance of the Services.

## ETHICAL CONDUCT

### Discrimination

31. The Supplier shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (*the "Discrimination Acts"*).

### Bribes and inducements



## TERMS AND CONDITIONS

32. The Supplier warrants that neither it nor any of its employees, agents or representatives has offered or given, or will offer or give, any bribe or inducement to any of ISTEC' employees, agents or representatives.

33. If it is found by ISTEC that the Supplier or any of its employees, agents or representatives have acted in breach of the foregoing obligation (*whether or not with a view to securing an Order from ISTEC or favourable treatment with respect thereto*) ISTEC may, notwithstanding anything herein contained, by written notice to the Supplier terminate the Contract forthwith.

### Counterfeit

34. The Supplier shall have policies and procedures in place to ensure that they produce legitimate goods and that they source their materials through legitimate channels and shall provide those policies and procedures to ISTEC for audit purposes on demand.

### Slavery

35. The Supplier shall perform all necessary due diligence to ensure that it and its suppliers comply with the requirements of the Modern Slavery Act 2015 and to ensure that their supply chains are free of Human Trafficking and shall provide written evidence to ISTEC that they have done so including a summary of the steps taken. ISTEC shall be entitled to audit the due diligence procedures to confirm the steps that have taken to comply with the Modern Slavery Act 2015.

### Ethical mined material

36. The Supplier shall perform the required due diligence to ensure that only responsibly (*non-conflict*) sourced materials / minerals are supplied to ISTEC under this Contract. For the purposes of this condition minerals shall include without limitation:

36.1. Tantalum (*Columbite-tantalite also known as Coltan and its derivatives*);

36.2. Tin (*Cassiterite and its derivatives*);

36.3. Tungsten (*Wolframite and its derivatives*);

36.4. Gold

36.5. Rare Earth Metals:

36.5.1. A set of 17 chemical elements in the periodic table that were defined by the International Union of Pure and Applied Chemistry (IUPAC)

36.5.1.1 <http://www.iupac.org/>

### DATA PROTECTION

37. The Supplier acknowledges that information security is of fundamental concern for ISTEC and that the Supplier's compliance with ISTEC' security regulations, rules and

## TERMS AND CONDITIONS

procedures is an essential and determining condition of ISTEC' agreement to enter into this Contract.

38. The Supplier shall:

38.1. Observe and ensure that all employees, consultants, agents and subcontractors that it engages in relation to fulfilling its obligations under this Contract shall observe and comply with the Low Cyber Risk Profile Requirements of DEFSTAN 05-138 ("*Cyber Security for Defence Suppliers*") as updated from time to time and any other information security requirements contained in any Special Conditions.

38.2. Use all reasonable skill and care in the performance of information security matters;

38.3. Co-operate with ISTEC in all matters relating to information security;

39. The Supplier shall notify ISTEC in writing:

39.1. If the Supplier reasonably believes it has breached its information security obligations; or

39.2. As soon as it becomes aware of or reasonably suspects that a subcontractor, engaged by the Supplier in relation to this Contract, has failed to meet the information security obligations, in each case providing as much detail as is possible and shall rectify the non-compliance within 7 days. In the event that the non-compliance is not rectified within 7 days of the Supplier's initial notification, the non-compliance shall constitute a material breach of this Contract.

40. The Supplier shall vet all employees, consultants, agents and subcontractors which it engages in relation to fulfilling its obligations under this Contract, to verify their identities' and to ensure that each hold any security clearance reasonably required by ISTEC.

41. For the duration of the Contract, the Supplier shall continue to monitor and vet employees, consultants, agents and subcontractors which it engages in relation fulfilling its obligations under this Contract, pursuant to ISTEC' requirement as notified to the Supplier from time to time.

42. The Supplier shall ensure that all employees, consultants, agents and subcontractors which it engages in relation to fulfilling its obligations under this Contract, are appropriately educated, skilled and trained to comply with the Suppliers' information security obligations.

43. The Supplier shall use its best endeavours to ensure that its subcontractors, used for the purposes of fulfilling its obligations under this Contract, adhere to no less stringent information security obligations than those set out in this Contract.

## ITAR

44. The Supplier warrants that all export classification information provided by the Supplier to ISTEC in respect of the Goods and Services are complete, true and accurate and that performance of the Supplier's obligations under this Contract and the use of the Goods or

## TERMS AND CONDITIONS

Services by ISTECH or its customers will not contravene any applicable import or export control regulations.

45. The Supplier shall, at the latest, where requested, provide a duly completed and executed Commodity Export Classification Certificate (CECC) in the form provided by ISTECH within 30 days of the date of this Order.

45.1. The CECC shall identify all Goods to be supplied pursuant to the Order that are subject to any export controls in force within any country. Failure to provide such duly completed CECC within the timescale indicated shall be considered to be commitment of a material breach of the Supplier's obligations for the purposes of Condition 29.

46. Should the supply of the Goods by the Supplier and/or any subsequent re-transfer of the Goods by ISTECH, as notified to the Supplier at the time of the Order placement, require the granting of a licence or other import or export authorisation by the applicable regulatory authorities, the Supplier shall be responsible for obtaining such licences or other authorisations prior to delivery of the Goods and failure to obtain all necessary licences or authorisations shall constitute a material breach of this Contract by the Supplier.

47. The Supplier shall ensure that all and any necessary import and export licences are maintained at all times. Should such licence or other authorisation be withdrawn, expire without being renewed or be no longer valid due to any act or omission on the Supplier's part, this shall constitute a material breach of this Contract by the Supplier.

48. The Supplier shall ensure that the following information clearly appears on all delivery documentation:

48.1. The export licences obtained in respect of the Goods;

48.2. Any other relevant information relating to such licences;

48.3. Any Export Control regulations applicable to the Goods, and the restrictions to be applied.

49. In the event of any change in the restrictions affecting the use or re-transfer of the Goods becoming known to the Supplier at any time after Order placement, the Supplier shall notify ISTECH immediately in writing, providing ISTECH with all information reasonably required in order to assess the new use and re-export restrictions affecting the Goods. If the change results from an amendment of the applicable regulations after Order placement, where such amendment was not reasonably foreseeable, this shall be treated as an act of force majeure. If the change occurred before Order placement or was reasonably foreseeable by the Supplier, the Supplier shall indemnify and hold ISTECH harmless from all claims and all direct, indirect and consequential losses (*including loss of profits, loss of business, depletion of goodwill and similar losses*) costs, proceedings, damages and expenses (*including legal and other professional fees and expenses*) awarded against or incurred by ISTECH as a result of or in connection with such change.

50. Except as otherwise approved in writing by the applicable licensing authorities and ISTECH, the Supplier undertakes not to re-transfer to, nor allow access to any third party other than those specifically approved in writing by ISTECH, under any conditions whatsoever, the commodities, equipment, knowhow, documentation and information, furnished by ISTECH (*the*

## TERMS AND CONDITIONS

"Controlled Items"), in connection with the Contract, subject to applicable export regulations and identified as such to the Supplier by ISTEC.

51. The Supplier shall implement and procure the implementation in its premises and in its subcontractors' premises of the required security measures, so as to avoid permitting access, to any unauthorized person(s), by any means, to Controlled Items furnished by ISTEC, in connection with the Contract.

52. The Supplier shall keep and procure that its subcontractors keep the Controlled Items furnished by ISTEC in connection with the Contract, secure from loss, theft and unauthorised access. The Supplier undertakes also to keep a record of the use of such Controlled Items and to maintain such records for a minimum of 5 years from the expiration of the Contract and to make such records available to ISTEC on demand.

53. The Supplier shall immediately inform ISTEC of any Controlled Items being lost, stolen or accessed without authorisation. Any Controlled Items rejected, destroyed or scrapped shall be sent back by the Supplier to ISTEC.

## WARRANTY

54. The Goods and/or Services shall be of satisfactory quality and fit for the purposes they are designed to fulfil and for any purpose held out by the Supplier or made known to the Supplier in writing; be free from defects in design, material and workmanship; be free from any Counterfeit Materiel; correspond with any relevant specification or sample; conform in all respects with the terms of the Order; comply with the latest applicable harmonised European Standards where such exist, or, where such harmonised standards do not exist, the latest applicable specification of the International Standards Organisation or the British Standards Institute.

55. The Supplier shall only purchase products to be delivered or incorporated into any of the Goods directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or from an OCM / OEM authorized distributor and shall not be acquired from independent distributors or brokers without the prior written approval of ISTEC.

56. Without prejudice to any other rights ISTEC may have whether implied by statute or otherwise, the Supplier shall, at ISTEC' option repair, replace or refund the cost of the Goods and or Services which are or become defective within a period of 18 months from the date of Delivery of the Goods and/ or Services to ISTEC, or, if the Goods are for resale by ISTEC, for a period of 12 months from the date of Delivery to ISTEC' customer, or within such longer period as may be specified by the Order.

57. The Supplier warrants to ISTEC that the Services shall be performed by appropriately qualified and trained personnel, with due skill, care and diligence and to such standard of quality as it is reasonable for ISTEC to expect in all the circumstances and will comply with all applicable regulations and other legal requirements concerning the performance of the Services.

58. These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Supplier.

## TERMS AND CONDITIONS

59. The rights and remedies set out in these Conditions are in addition to the rights and remedies available to ISTECH in respect of the statutory conditions relating to description, quality, fitness for purpose implied into these Conditions by statute (*including without limitation the Sale of Goods Act 1979*).

### QUALITY ASSURANCE

60. This Contract in whole or in part, may be required for the furtherance of a Government Contract, and under such circumstances, the Order may be subject to DEFCONS, which will be incorporated by being listed in the Special Conditions.

61. The Order may be to subject to other quality assurance requirements as specified on the Order.

62. The Supplier shall advise ISTECH in writing as soon as practicable of all proposed changes in the Specification or method of construction of the Goods or provision of the Services supplied including but not limited to changes in form, fitness for purpose, function, service life, reliability, maintainability, interchangeability or safety.

62.1. In the event of ISTECH accepting the change in its absolute discretion, written approval shall be sent to the Supplier.

63. The Supplier warrants that the Goods and or Services are subject to quality control and certification by the Supplier. No deviation from the Specification will be accepted unless prior approval of ISTECH has been obtained (*which may be given or withheld in the absolute discretion of ISTECH*).

### Verification

64. ISTECH and/or its representatives shall be entitled to inspect and test the Goods during their manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide ISTECH with all facilities reasonably required for inspection and testing. Such inspection and testing shall not constitute Acceptance by ISTECH and does not relieve the Supplier of any of its responsibility under the Contract, whether implied or expressly stated.

65. If, as a result of inspection or testing, ISTECH is not satisfied that the Goods will comply in all respects with the Contract, and so informs the Supplier at no additional cost to ISTECH the Supplier shall take such steps as are necessary to ensure compliance prior to despatch.

### Standards

66. The Supplier warrants and undertakes (*without prejudice to the other provisions of this Contract*) that at the date of each Order it complies and will, for the duration of the Order, continue to comply with all relevant statutes, statutory rules, orders, directives, regulations and all relevant UK and EU industry standards (*each as may be updated from time to time*) which apply and are in force at the date of delivery of the Goods may include but are not limited to:

66.1. The requirements of ISO 9001 (*where applicable*)

## TERMS AND CONDITIONS

66.2. The requirements of ISO 14001 (*where applicable*)

66.3. The requirements of AS9100 (*where applicable*)

### **Certificate Of Conformity**

67. A Certificate of Conformity is required in relation to delivery of Goods, signed by an authorised member of the Supplier's company with responsibility for assessing the quality of the materials supplied.

68. The Certificate of Conformity shall include the requirements of the Supplier's national approvals relevant to the Goods or Services provided.

### **Documentation**

69. Where the supply of goods or services require addition documentation, this requirement shall be placed upon the supplier in writing on the order.

### **Right of audit**

70. All requirements of this Contract may be subject to Government Quality Assurance. The Supplier shall be notified of any Government Quality Assurance activity to be performed.

71. The Supplier shall provide or procure access to the Supplier's premises and the premises of its subcontractors by authorised representatives of ISTEC, regulatory authorities, customers of ISTEC and/or the UK Government at all reasonable times. ISTEC, regulatory authorities, customers of ISTEC and/or the UK Government shall have the right to audit the Supplier or conduct such other investigations or enquiries as may be reasonable in relation to the Goods and Services supplied pursuant to this Contract in order to monitor the supplier's compliance with any of the obligations set out in this Contract.

71.1. In support of this, the Supplier shall provide the any information reasonably requested by ISTEC, regulatory authorities or customers of ISTEC or requested by the UK Government within the scope of the audit and investigation rights set out in this condition.

## **LOGISTICAL**

### **Dispatch**

72. ISTEC may return or store at Supplier's expense, any goods delivered more than 2 days in advance of the delivery date specified for such goods unless early delivery has been approved in writing by ISTEC.

### **Delivery**

73. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in each case during usual business hours for the Delivery Address.



## TERMS AND CONDITIONS

74. The Goods shall be marked pursuant to the requirements of the Order and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

75. A packing note quoting the number of the Order, the item number on the Order and stating description and quantity of Goods must accompany each delivery or consignment of the Goods and must be displayed prominently.

76. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable. ISTEC shall not be required to accept part or short delivery.

77. The Supplier shall provide ISTEC with any instructions or other information required to enable ISTEC to accept delivery of the Goods and/or performance of the Services prior to or upon Delivery.

78. Save when the Order specifies that the packaging or packing material be returned to the Supplier and the Supplier has agreed to meet the costs of such return, ISTEC shall not be obliged to return to the Supplier any packaging or packing materials for the Goods.

### Carriage

79. All Goods shall be delivered to ISTEC carriage paid, unless ISTEC specifically agrees in writing to pay carriage charges at the time when the Order is placed.

### Quantity

80. The Supplier shall deliver the exact quantity of Goods ordered and not more or less.

### Packaging and marking

81. All packaging shall be free and non-returnable, unless specifically agreed in writing with ISTEC.

## SUB CONTRACTING

82. The Supplier shall remain liable for the fulfilment of its obligations under this Contract notwithstanding any sub-contracting of such obligations.

### Flow down

83. Where the supplier has used sub-tier contracts, the Supplier is responsible for ensuring all relevant clauses within this document are flowed down to the sub-tier contractor and adhered to.

## HEALTH & SAFETY

84. It is a fundamental condition of the Order, not only that all technical specifications and manufacturing standards made part thereof should be observed but also that any substance,

## TERMS AND CONDITIONS

machinery or equipment supplied or installed hereunder shall, so far as is reasonably practicable, be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health when in use.

85. If any precautions are necessary to ensure such safety and harmlessness in use, or any such substance, machinery or equipment possesses dangerous properties, whether in use or otherwise, appropriate and conspicuous labels or other warnings will so far as practicable be affixed to or appear on every separate item thereof and on any container in which the same may be supplied.

86. If the Supplier carries out works or performs any service (*including any Services*) on ISTECS premises, the Supplier will take all reasonably practicable steps to ensure that those premises (*so far as within the Supplier's control*) and the works are at all times safe and without risks to the health of the Supplier's employees and of all other persons (*including, for the avoidance of doubt, ISTECS employees*).

### REACH

87. The supplier will comply with the prescriptions of the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (Regulation EC No 1907/2006/EC) regulation and ensure that any relevant product(s) are fully compliant with the associated regulation.

88. REACH compliance means that all substances contained in a supplied product:

- 88.1. Has/have been pre-registered and/or has/have been registered by the Supplier and/or sub-suppliers;
- 88.2. And/or is/are excluded from the Regulation;
- 88.3. And/or exempted from registration.

### RoHS 02

89. The Supplier warrants and undertakes (*without prejudice to the other provisions of this Contract*) that at the date of each Order it complies and will, for the duration of the Order, continue to comply with the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Directive (Directive 2011/65/EU) as implemented in the UK by the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Regulations 2012 (*the RoHS 02 Regulations*).

### WEEE

90. The Supplier warrants and undertakes (*without prejudice to the other provisions of this Contract*) that at the date of each Order it complies and will, for the duration of the Order, continue to comply with the Waste Electrical and Electronic Equipment Regulations (WEEE).

### REJECTION



## TERMS AND CONDITIONS

91. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract or do not comply with the Order, then ISTECS shall be entitled to reject any Goods delivered or Services provided and shall not be deemed to have accepted any Goods or Services until ISTECS has had a reasonable time (*in any event not more than 30 days*) to inspect them following Delivery of Goods or provision of Services or in the event of latent defect, not more than 30 days from when the latent defect becomes apparent.

92. ISTECS shall notify the Supplier of its intention to reject delivered Goods or provided Services giving 7 days' notice for the Supplier to collect any rejected Goods.

93. After the seventh day if the Supplier has failed to collect the Goods ISTECS shall at its discretion:

93.1. Return the Goods to the Supplier at the Supplier's cost and debit the Suppliers account with a £100.00 administration charge;

93.2. Require the Supplier, at the Supplier's expense, within 7 days to either agree to repair the Goods or agree to supply replacement Goods or Services in accordance with the Contract;

93.3. At ISTECS' sole option, and whether or not ISTECS has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require within 7 days the repayment of any part of the Price which has been paid by ISTECS in respect of such rejected Goods and/or Services;

93.4. And if ISTECS so requires, to treat the Contract as discharged for any other Goods and/or Services comprised in the same Order as the rejected Goods and Services and in such case ISTECS shall be entitled to recover any additional expenses reasonably incurred by ISTECS in obtaining replacement Goods and/or Services.

94. The risk in any rejected Goods shall revert to the Supplier with effect from the date of ISTECS' rejection notice but the title therein shall only revert to the Supplier once the Supplier has complied with its obligations under Condition 91.

95. The Supplier shall not offer for sale or distribute to third parties any faulty or surplus Goods in its possession bearing the ISTECS name, trademark or likeness thereof.

## TERMINATION

96. ISTECS shall be entitled to terminate this Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event ISTECS' sole liability shall be to pay to the Supplier a fair and reasonable price for all Goods delivered or in a deliverable state or Services provided on or before the date when such notice is given but in no event shall such payment exceed the value of the Order.

97. ISTECS shall be entitled to terminate this Contract without incurring any liability to the Supplier by giving written notice to the Supplier at any time if:

## TERMS AND CONDITIONS

97.1. The Supplier makes any voluntary arrangement with its creditors (*within the meaning of the Insolvency Act 1986*) or (*being a company*) becomes subject to an administration order or goes into liquidation (*otherwise than for the purpose of amalgamation or construction*);

97.2. Any material change occurs in the ownership or control of the Supplier; an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Supplier;

97.3. The Supplier ceases, or threatens to cease, to carry on business;

97.4. The Supplier commits a material breach of its obligations;

97.5. The Supplier commits a series of persistent minor breaches which taken together amount to a material breach;

Or

97.6. ISTECE reasonably considers that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

98. In the event of termination of this Contract under condition 97, ISTECE shall be entitled to recover from the Supplier the amount of any loss suffered by ISTECE resulting from the termination or the breach giving rise the termination, including the cost reasonably incurred by ISTECE of making other arrangements for the supply of the Goods or Services and any additional expenditure incurred by ISTECE throughout the remainder of the Contract term.

99. Pursuant to Condition 91 or in the event of material breach by the Supplier, ISTECE reserves the right obtain substitute Goods and/or Services from a third party supplier, or have the rejected Goods and/or Services repaired or resupplied by a third party, and the Supplier shall reimburse ISTECE for the costs it incurs in doing so.

100. In the event of termination, and in addition to complying with its obligations under condition 105, the Supplier shall promptly return to ISTECE all equipment, materials, documents and property and any copies thereof, supplied by or on behalf of ISTECE in connection with the this Contract.

## DISPUTES

101. If any dispute arises in connection with the Contract, a director of the ISTECE and a director of the Supplier shall, within 5 business days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

102. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (“ADR Notice”) to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 10 business days after the date of the ADR Notice.

## TERMS AND CONDITIONS

103. Except for any party's right to seek interlocutory relief in the courts, no party may commence any court proceedings or arbitration in relation to any dispute arising out of the Contract until it has attempted to settle the dispute by mediation in accordance with this condition and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

### CONFIDENTIALITY

104. The Supplier shall use information provided by or on behalf of ISTECE under or in connection with this Contract solely for the purpose of performing its obligations under this Contract.

105. Following completion of the performance of this Contract or immediately in the case of termination of this Contract, unless authorised in writing by ISTECE, the Supplier shall destroy or return to ISTECE all documents and materials (*and any copies*) containing, reflecting, incorporating or based on any information provided by or on behalf of ISTECE under or in connection with this Contract, erase all such material from its computer and communications systems and devices, and certify in writing to ISTECE that it has done so.

105.1. This condition shall survive termination of this Contract.

106. Save as required by law, the Supplier shall not make public the existence or the terms of this Contract without the prior written consent of ISTECE.

### ADDITIONAL CLAUSES

107. Contract specific additional clauses will be documented in writing on the Purchase order.

108. Where ambiguity or contradiction in clauses occur, the contract specific clauses will supersede any clauses detailed within this document.