Castell
Part of the Sentric Group

TERMS AND CONDITIONS

1. **DEFINITIONS & INTERPRETATION**

1.1 The following terms will have the following meanings:

Agreement means together, the Purchase Order and these standard terms and conditions.

Applicable Laws means any applicable: (i) laws, statutes, legally binding rules and regulations; (ii) codes of practice, orders, or directions issued by any judicial, governmental or other regulatory authority; and (iii) industry regulations and standards that are legally binding or issued by self-regulating bodies/industry associations, in each case, inc. all applicable laws in force from time to time relating to: (a) anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking (such as the UK Modern Slavery Act 2015); (b) anti-bribery, sanctions/trade restrictions, export control and anti-corruption (such as the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the UN Convention Against Corruption); (c) data protection and privacy; and (d) criminal finances and the anti-facilitation of tax evasion (such as the UK Criminal Finances Act 2017).

Company means Castell Safety Internation Limited

Company Materials means any and all materials, data and other property of whatever nature that may be supplied by Company to Supplier in connection with this Agreement (together with all IPR subsisting therein).

Confidential Information means the Agreement and its terms and any and all confidential information or material (inc. Company Materials) in any form (whether before, on or after the Agreement date) provided by or on behalf of Company and/or its group companies, in connection with this Agreement.

Delivery Address means the address stated on the Purchase Order.

Fees means the fees in the Purchase Order.

Goods/Services means the goods and/or services in the Purchase Order (and **Goods** and **Services** will be construed accordingly).

Infringement Claim means any claim that the receipt and/or the use (within the Agreement terms) of the Goods/Services by Company infringes the rights (inc. the Intellectual Property Rights) of any person.

IPR means all intellectual property rights of any nature including: (i) copyright, patents, trade marks, database rights, rights in computer software, designs, format rights, inventions, know-how, trade secrets, techniques and Confidential Information, customer and supplier lists and other proprietary knowledge and information (whether registered or unregistered); (ii) applications and all rights to apply for registration of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in each case for their full term and together with any revivals, renewals or extensions.

Policies means all of Customer's policies, procedures and standards notified or made available to Supplier, as may be updated, from time to time, (including all Halma PLC group policies available at www.halma.com, Customer's privacy policy, any anti-slavery policies and any codes of conduct).

Purchase Order means the Company's purchase order (or equivalent document), which may include a PO number, to which these terms are attached.

Specification includes any plans, drawings, data or other information relating to the Goods/Services.

Supplier means the entity supplying the Goods/Services to Company as set out in the Purchase Order.

Unacceptable Content means any material which: (i) is in any way harmful to Company or its systems; (ii) contains any open source (or similar) software (unless approved in advance by Company); (iii) is offensive, blasphemous, obscene, defamatory or illegal; and/or (iv) breaches any Applicable Laws.

Writing includes email and comparable means of electronic communication.

1.2 Use of the terms **include(s)** or **including (inc.)**, or similar expressions, will be read without limitation.

1.3 Any reference in this Agreement to a statute or a provision of a statute will be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this Agreement are for convenience only and will not affect its interpretation.

2. **SUPPLY OF THE GOODS/SERVICES**

2.1 Supplier will supply the Goods/Services: (i) using reasonable skill and care; and (ii) in compliance with: (a) this Agreement and all Applicable Laws (inc. obtaining any necessary export licences, governmental approval and completing any other formalities); and (b) all Policies. The Goods/Services will be of satisfactory quality and fit for the purpose for which supplied (inc. any purpose held out by Supplier or made known to Supplier by Company).

2.2 Supplier will deliver any Goods to the agreed delivery location. Risk in the Goods will pass to Company on the completion of delivery and (where applicable) installation of the Goods at the delivery location. Title to any Goods will pass to Company on the earlier of delivery or payment of the applicable Fees. Company will not be deemed to have accepted any Goods/Services until it has had a reasonable opportunity (following its receipt of them) to ascertain whether they comply with the Agreement requirements or, if a latent defect, until a reasonable time after such defect has become apparent. If any Goods/Services delivered by Supplier do not comply with the Agreement requirements, Company may reject them and require Supplier to refund Company in respect of any amounts already paid for the Goods/Services, repair or replace the rejected Goods or re-perform the rejected Services, at Supplier's cost within such timescale as is reasonably required by Company.

2.3 The Purchase Order constitutes an offer by Company to purchase the Goods/Services subject to this Agreement. The Purchase Order will lapse unless unconditionally accepted by Supplier in writing within 7 days of its date.

2.4 The quantity, quality and description of the Goods/Services will be as specified in the Purchase Order and/or any applicable Specification supplied by Company to Supplier or agreed in writing by Company. Any Specification supplied by Company to Supplier, or specifically produced by Supplier for Company, in connection with this Agreement (together with all IPR in it) will be the exclusive property of Company. Supplier will not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of Supplier, or as required for the purpose of this Agreement.

2.5 Company may inspect and test the Goods during manufacture, processing or storage at the premises of Supplier or any third party prior to despatch, and Supplier will provide Company with all facilities reasonably required for inspection and testing. If, as a result of inspection or testing, Company is not satisfied that the Goods comply in all respects with this Agreement and Company so informs Supplier in writing within 14 days of inspection or testing, Supplier will take such steps as are necessary to ensure compliance.

2.6 The Goods will be marked in accordance with Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

2.7 The Goods will be delivered to, and the Services will be performed at, the Delivery Address on the date or within the period stated in the Purchase Order, in either case during Company's usual business hours. Where the date of delivery or performance is to be specified after the Purchase Order is placed, Supplier will give Company reasonable notice of the specified date. The time of delivery of the Goods and of performance of the Services is of the essence of this Agreement.

2.8 A packing note quoting the Purchase Order number must accompany each delivery or consignment of the Goods and must be displayed prominently. If the Goods are to be delivered, or the Services performed, by instalments, this Agreement will be treated as a single agreement and not several. Supplier will supply Company in good time with any instructions or other information required to enable Company to accept delivery of the Goods and performance of the Services. Company will not be obliged to return to Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by Company.

2.9 Where Company purchases or supplies tooling to enable Supplier to perform this Agreement, Supplier will ensure that the tooling is clearly marked as the property of Company, is properly maintained and is stored so as to minimise the risk of damage, and that proper insurance is obtained at Supplier's expense.

2.10 Without limiting clause 2.1, Supplier warrants that the Goods will: (i) be free from defects in design, material and workmanship; (ii) correspond with any relevant Specification or sample; and (iii) comply with all statutory requirements and regulations relating to the sale of the Goods. Supplier warrants that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Company to expect in all the circumstances.

2.11 Without prejudice to clause 2.2, if any Goods/Services are not supplied or performed in accordance with this Agreement, Company may: (i) require Supplier to repair the Goods or to supply replacement Goods or Services in accordance with this Agreement within 7 days; or (ii) (whether or not Company has previously required Supplier to repair or replace any Goods or Services) treat this Agreement as discharged by Supplier's breach and require repayment of any part of the Fees that has been paid.

3. **PAYMENT**

3.1 Supplier will invoice Company the Fees pursuant to the agreed payment schedule or, if there is no payment schedule, after completion of any Services / delivery relating to the Goods. The Supplier will not be entitled to any other consideration for the provision of the Goods/Services.

3.2 Company will only pay Supplier if Company receives a valid invoice which must include the VAT registration number, any relevant PO number and account for payment. Company will pay undisputed and properly provided invoices within 75 days of receipt by Company. Before paying, Company is

entitled to make deductions in respect of any disputes or claims Company and/or any group company has with Supplier.

3.3 Unless otherwise stated in the Purchase Order, the Fees are: (i) exclusive of any applicable value added tax (VAT), which will be payable by Company subject to receipt of a valid VAT invoice; and (ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports or levies other than VAT.

3.4 Company will be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Supplier, whether or not shown on Supplier's own terms and conditions of sale.

3.5 Company will be entitled to deduct from the Fees any sums owed to Company or any of its group companies by Supplier, whether or not pursuant to this Agreement and whether or not such sums are disputed.

4. WARRANTIES, INDEMNITIES AND LIABILITIES

4.1 Supplier represents and warrants to Company, on an ongoing basis, that: (i) there is no restriction which prevents or might prevent it from fully performing its obligations under this Agreement; (ii) the Goods/Services will not include or give access to any Unacceptable Content; (iii) the provision by Supplier, and the receipt and use by Company (within the terms of the Agreement), of the Goods/Services will not infringe the IPR, or violate any other rights, of any person; and (iv) it will comply with all Applicable Laws (and not put Company or its group companies in breach of such).

4.2 Supplier will indemnify Company, its group companies and any of their respective shareholders, employees, directors and officers from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs and expenses sustained or incurred by any of them from third party claims arising out of or connected with any Agreement breach by Supplier.

4.3 Subject to clause 4.4: (i) Company will not be liable, whether in contract, tort (inc. negligence and breach of statutory duty) or otherwise, for any indirect or consequential loss; and (ii) Company's total liability in contract, tort (inc. negligence and breach of statutory duty) or otherwise in connection with this Agreement, will be limited to an amount equal to the total Fees paid and payable (whether invoiced or not) to Supplier under this Agreement.

4.4 Nothing will limit either party's liability under this Agreement for: (i) death or personal injury caused by that party's negligence; (ii) fraud (inc. fraudulent misrepresentation); or (iii) any other liability that cannot be excluded or limited by law.

4.5 Without limiting clause 4.2, Supplier will indemnify Company, its group companies and any of their respective shareholders, employees, directors and officers from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs and expenses (inc. legal expenses) sustained or incurred by any of them arising out of or in connection with: (i) any breach of warranty given by Supplier in relation to the Goods/Services; (ii) any Infringement Claim, or any claim that the importation, use or resale of the Goods infringes the IPR of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Company; (iii) any liability under any applicable product safety or consumer protection legislation in respect of the Goods; (iv) any act or omission of Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Goods; and (v) any act or omission of any of Supplier's personnel in connection with the performance of the Services.

5. TERMINATION

5.1 Either party may terminate this Agreement: (i) on provision of written notice to the other party if the other party has materially breached this Agreement, and such breach is: (a) capable of remedy but that party has failed to remedy such breach within 14 days of the date of written notice from the terminating party requiring it to do so; or (b) incapable of remedy; or (ii) if the other party becomes insolvent or unable to pay its debts , or it enters into or proposes any composition or arrangement with its creditors generally, or any other analogous event occurs to the other party.

5.2 Company may terminate this Agreement at any time by giving at least 7 days' prior written notice to Supplier.

5.3 Without prejudice to its other rights and remedies, Company may by notice to Supplier at any time cancel the Purchase Order or delay delivery or performance of all or part of the Goods/Services. In that event Company's sole liability will be to pay Supplier a pro-rated amount of the Fees for Goods/Services already delivered or performed and, to the extent the Purchase Order (or its balance) has been delayed but not cancelled, to pay for it in accordance with clause 3.

5.4 Company may terminate this Agreement immediately and without liability by notice to Supplier if: (i) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Supplier; (ii) Supplier ceases, or threatens to cease, to carry on business; or (iii) Company reasonably apprehends that any of the events in clause 5.1(ii) or this clause is about to occur in relation to Supplier and notifies Supplier accordingly.

5.5 On termination or expiry of this Agreement, Supplier will promptly: (i) return or destroy (at no cost to, and as chosen by, Company) all copies of Confidential Information in its control and provide written confirmation of such return/destruction; and (ii) refund any Fees related to the period after expiry or termination on a pro rata basis.

5.6 Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry. Any Agreement provision intended to continue in force on or after termination or expiry will remain in full force and effect.

6. INTELLECTUAL PROPERTY RIGHTS

Supplier acknowledges and agrees that Company and/or its licensors are, and will at all times remain, the sole owner(s) of Company Materials. Company will be the sole owner of all IPR subsisting in any output/materials arising from the Goods/Services. Supplier assigns all IPR in the same to Company with full title guarantee. Supplier will notify all details of any such IPR to Company upon its creation and the assignment in this Clause 6 will take effect in relation to such IPR from the point of creation.

7. CONFIDENTIALITY & ANNOUNCEMENTS

Supplier will not at any time: (i) use any Confidential Information except as strictly necessary to perform this Agreement; (ii) disclose to any person any Confidential Information; or (ii) release or authorise any press release, media communication or publication of any sort relating to this Agreement without Company's prior written consent. This includes any use of Company's name or brand in any publicity or marketing materials.

The obligations in this clause 7 apply to information of Company and its group companies. Supplier will return all Confidential Information and copies of it to Company on demand.

8. GENERAL

8.1 Company may assign, subcontract or transfer any or all of its rights or responsibilities under this Agreement to any group company. Supplier is not permitted to assign, subcontract or transfer to any third party its rights and/or responsibilities under this Agreement, in whole or in part, without Company's prior written consent.

8.2 This Agreement contains the whole agreement between the parties and replaces all prior arrangements relating to its subject matter. The Agreement terms may only be amended or varied by a written and signed agreement. All terms or conditions of Supplier and any terms attached to (or incorporated by reference into) any documentation provided by Supplier (in each case, notwithstanding anything to the contrary in such terms) are excluded from this Agreement. The terms of this Agreement replace any such terms.

8.3 Any right or remedy granted to a party under this Agreement, or the exercise of any such right or remedy, does not prejudice, limit or exclude any other right or remedy to which that party is or may become entitled. A party's failure or delay in exercising any right or remedy will not waive such right or remedy. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation in any other jurisdiction to enforce any term except where the Company's group companies are stated to be entitled to benefit from this Agreement.

8.4 Any dispute or claim arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction over such disputes or claims.

8.5 Any notice given under this Agreement will be in Writing and addressed to the other party at its registered office or principal place of business, or such other address as that party may have notified for this purpose. Notices sent by email will be deemed served at the time of transmission, and notices sent by first class post 48 hours after posting.

8.6 No waiver by Company of any breach of this Agreement by Supplier will be considered a waiver of any subsequent breach of the same or any other provision, and no waiver by Company will be effective unless in Writing.

8.7 Supplier will maintain adequate product liability insurance with a reputable insurance company and will produce all such policies and receipts for premiums to Company when requested.

8.8 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

9. ANTI-BRIBERY

9.1 Supplier will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including: (a) local and national laws in the territories in which it operates; (b) the UK Bribery Act 2010; (c) the US Foreign Corrupt Practices Act 1977; and (d) the UN Convention Against Corruption.

9.2 Supplier will have in place its own policies and procedures to ensure compliance with this clause 9.

9.3 Supplier will ensure that all parties with which it is associated or who are providing goods or services in connection with this Agreement (inc. subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this clause 9.

9.4 Supplier will maintain complete and accurate records of all transactions and payments related to this Agreement and, on reasonable request, disclose such details to Company.

9.5 Supplier will, on reasonable request, confirm in Writing to Company that it has complied with the requirements of this clause 9 and, if so requested, allow Company to verify this compliance by way of an audit of its records.

9.6 Supplier will immediately inform Company if it suspects or becomes aware of any breach of this clause 9 by any of its employees, subcontractors, agents, consultants or other intermediaries, and will provide detailed information about the breach.

9.7 Supplier will indemnify, keep indemnified and hold harmless (on a full indemnity basis) Company against all costs, expenses and losses that Company incurs or suffers as a result of any breach by Supplier of any of its obligations under this clause 9. This indemnity will not apply to any fine levied on Company as a result of Company's own criminal liability.

9.8 If Supplier breaches this clause 9, Company may terminate this Agreement without notice and with immediate effect and will have no liability to Supplier in respect of such termination for payment of damages or any other form of compensation.

10. **SERVICES**

10.1 Where Services are being provided, this clause 10 will apply in addition to the other provisions of this Agreement.

10.2 Third party insurance: Supplier will maintain adequate insurance with a reputable insurance company to cover its liability in respect of personal injury, death or damage to property arising out of or in the course of the Services, in the sum of at least £10,000,000. Supplier will ensure that any such policy extends to include Company's interest as principal, and will produce all such policies and receipts for premiums to Company when requested.

10.3 Employer's liability insurance: Supplier will maintain adequate employer's liability insurance with a reputable insurance company and will produce all such policies and receipts for premiums to Company when requested. Supplier will indemnify Company against any costs, claims or demands for accident or disease howsoever caused in respect of its employees.

10.4 Indemnity: Supplier will fully indemnify Company against any costs, claims or demands in respect of personal injury, death or damage to property arising out of or in the course of the Services and caused by the act or neglect of Supplier, its servants, contractors or agents.

10.5 Rules and regulations: Supplier will ensure that its employees, contractors and agents comply with all site or other regulations. Company may require Supplier to remove from site any person who fails to comply with such regulations.