

1. DEFINITIONS

1.1 "Company" refers to Industrial Engineering and Installation Services Limited.

1.2 "Supplier" means the party providing goods and/or services to the Company.

1.3 "Goods" refers to any items supplied by the Supplier.

1.4 "Services" refers to any work carried out by the Supplier.

1.5 "Agreement" refers to these terms and conditions along with any Purchase Order.

1.6 "Purchase Order" means an order issued by the Company for the supply of Goods and/or Services.

1.7 "Insolvent" means if a company enters into administration within the meaning of Schedule B1 to the Insolvency Act 1986, or when it appoints an administrative receiver or receiver under Chapter II of the Insolvency Act 1986, or on the passing of a voluntary winding-up without a declaration of solvency under s89 of the Insolvency Act 1986, or on the making of a winding up order under Part IV or V of the Insolvency Act 1986.

2. GENERAL TERMS

2.1 This Agreement (or any updated version notified to the Supplier) governs all purchases of Goods and Services by the Company from the Supplier and override any other terms provided by the Supplier unless expressly agreed in writing by the Company.

2.2 The Supplier's acceptance of a Purchase Order constitutes full acceptance of these terms.

2.3 In the event of any error or ambiguity between the Purchase Order and the Agreement, the Purchase order shall take precedence.

2.4 Use of the singular includes the plural and vice versa, according to context. The headings herein are for ease of reference only and shall not affect the construction of these Conditions.

2.5 If any part of this Agreement becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent to make it legal, valid and enforceable without affecting the validity and enforceability of the rest of the Agreement.

2.6 Any notice or communication to the Company given under this Agreement shall be in writing and shall be sent to andy.ridge@ieis.co.uk. Any notice required by this Agreement that is not issued in accordance with this clause 2.6 shall be invalid.

3. PURCHASE ORDERS

3.1 All orders must be placed through a written Purchase Order. No Goods shall be dispatched until a written Purchase Order is received.

3.2 The Supplier must confirm acceptance of the Purchase Order in writing. The Purchase Order will be deemed accepted upon the earlier of this written acceptance, or any act by the Supplier consistent with fulfilling the provision of the Purchase Order. The Company reserves the right to cancel any Purchase Order if the Supplier fails to confirm acceptance.

3.3 No amendments may be made to a Purchase Order without written consent from the Company.

3.4 Any addition, omission or variation to a Purchase Order will only be valid when accompanied by a written Purchase Order.

4. DELIVERY

4.1 The Supplier must deliver the Goods and/or perform the Services in accordance with the Agreement by the agreed date and time to the specified location and includes unloading and stacking.

4.2 Time is of the essence; failure to meet deadlines may result in the termination of this Agreement and/or liability for any damages or costs incurred. Any delays must be communicated in advance.

4.3 Goods must be packaged to prevent damage and comply with relevant UK safety and environmental regulations and be accompanied by a delivery note clearly identifying the Purchase Order number, type and quantity of Goods along with any documentation and special provisions for storage and handling.

4.4 The Company may inspect the Goods prior to delivery.

4.5 The Supplier is responsible for the Goods until completion of delivery and/or installation. Title in the Goods passes to the Company upon the earlier of delivery or payment of the Goods.

5. QUALITY AND WARRANTY

5.1 The Supplier warrants that Goods and Services are in new condition and conform to specifications, are of satisfactory quality, free from defects, and are fit for purpose. Services shall be provided by appropriately skilled, qualified personnel in accordance with the Purchase Order, this Agreement and standard industry practices.

5.2 The Supplier warrants that the Company shall have full title to the Goods and/or Services free from all liens, claims and encumbrances.

5.3 All Intellectual Property Rights provided to the Supplier by the Company remain the property of the Company. The Supplier shall grant the Company the right to use and transfer all Intellectual Property Rights including any third party Intellectual Property Rights used in relation to the performance of the Goods and/or Services.

5.4 The Supplier shall rectify any defects in the Goods or Services in such time and manner as specified by the Company and at no cost to the Company.

5.5 The Supplier shall provide all necessary documentation, including certifications and compliance records.

5.6 The warranty period for Goods and Services shall be a minimum of 12 months from the date of delivery or completion unless otherwise stated.

5.7 If any defect is remedied during the warranty period, the warranty for the remedied Goods or Services shall restart from the date of rectification.

5.8 The Supplier indemnifies the Company in the event that it does not comply with any provision within this clause 5.

6. PRICE AND PAYMENT

6.1 The price specified in the Purchase Order is fixed and inclusive of all costs, including packaging, delivery, and applicable taxes.

6.2 The Supplier shall submit invoices promptly, referencing the Purchase Order number and providing a breakdown of supplied Goods or Services, delivery documentation, and any required certification.

6.3 Payment shall be made within 60 calendar days from receipt of a valid invoice, unless expressly stated otherwise in the Purchase Order.

6.4 The Company reserves the right to withhold payment for incorrect or incomplete invoices.

6.5 In the event of the Company to make payment properly due under this Agreement, the Supplier shall be entitled to charge interest on the overdue amount from the due date for payment until the actual date for payment calculated at the annual rate of 2% plus the Bank of England base rate for the relevant period.

6.6 The Company may withhold, deduct or set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether or not either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Purchase Order, at any time without notice to the Supplier.

7. INDEMNITY AND LIABILITY

7.1 The Supplier shall indemnify the Company against all losses, damages, and expenses arising from defective Goods or Services or Supplier negligence.

7.2 The Supplier shall maintain adequate insurance coverage, including professional indemnity, public liability, product liability, and employer's liability insurance as required and specified by the Company.

7.3 The Company shall not be liable for indirect or consequential losses incurred by the Supplier, including for the avoidance of doubt and without limitation, loss of profit, loss of overhead, depletion of goodwill and loss of opportunity.

8. COMPLIANCE WITH LAW

8.1 The Supplier must comply with all applicable laws and regulations of England and Wales. Reference in this Agreement to any enactment order, regulation, legislation, relevant laws or other similar instrument shall be construed as a reference to the statute or law as from time to time amended, consolidated, extended, re-enacted or replaced.

8.2 The Supplier must ensure that all employees and subcontractors comply with applicable legislation including all health and safety rules and regulations, rules or procedures including those in operation at the location for delivery of the Goods and/or Services.

8.3 The Supplier shall comply with all Company policies contained in the following link on the IEIS website: <https://ieis.co.uk/industrial-engineering-policy-documents-risk-assessments/>

8.4 The Supplier indemnifies the Company for any and all costs it may incur as a result of the Supplier's failure to comply with any provision within this clause 8.

9. TERMINATION

9.1 The Company may terminate the Agreement with immediate effect at any time by giving written notice to the Supplier.

9.2 The Company may terminate the Agreement with immediate effect at any time by giving written notice to the Supplier if the Supplier:

9.2.1 Fails to Deliver the Goods and/or perform the services within the terms of the Agreement;

9.2.2 Has a change in ownership;

9.2.3 The financial position of the Supplier (in the reasonable opinion of the Company) affects the capability of the Supplier to properly fulfil its duties;

9.2.4 Engages in fraudulent or unlawful activities.

9.3 Either party may terminate the Agreement by giving written notice to the other party if:

9.3.1 The other party becomes Insolvent;

9.3.2 The other party ceases or threatens to cease to carry on all or a substantial part of its business.

9.4 Termination shall not affect any accrued rights or liabilities of either party.

10. CONFIDENTIALITY

10.1 The Supplier must keep all information provided by the Company confidential and not disclose it to third parties without written consent from the Company.

10.2 The Supplier shall not make any announcement concerning the Purchase Order, this Agreement and the relationship of the parties without the prior written consent of the Company, except as required by law or regulatory authority.

10.2 These obligations shall survive termination of the Agreement.

11. FORCE MAJEURE

11.1 For the purpose of the Agreement, Force Majeure Event means an event beyond the reasonable control of the Affected Party including without limitation, fire, storm, tempest, war, hostilities, rebellion, insurrection, military or usurped power, civil war, labour lock-outs, strikes and other industrial disputes, riots, commotion, disorder, decree of Government, non-availability of labour or any circumstances which adversely affects the performance of the obligations of the Agreement.

11.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement (other than a payment obligation) by a Force Majeure Event it shall promptly notify the other party of the nature and extent of the circumstances in question and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement.

11.3 Notwithstanding any other provision of the Agreement, neither party shall be deemed to be in breach of the Agreement or otherwise be liable to the other parties for any delay in performance or the non-performance of any of its obligations under this Agreement (other than a payment obligation) to the extent that the delay or non-performance is caused by the Force Majeure Event of which it has notified the

other party, and the time for performance of that obligation shall be extended accordingly.

11.4 If the Force Majeure Event continues for more than one month, the parties shall enter into discussions in good faith with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

12. ENTIRE AGREEMENT

12.1 The terms of this Agreement constitute the entire Agreement and understanding between the Company and the Supplier and supersedes and replaces all prior negotiations, agreements, arrangements or understandings (whether implied or express, orally or in writing). With effect from the date of this Agreement, all other agreements or arrangements between the Parties relating to the provision of Goods and/or Services by the Supplier shall cease to have effect and accordingly any sum or sums paid to the Supplier by way of fees under any such other agreements or arrangements in respect of any periods since that date shall be deemed to have been received by the Supplier on account of those fees.

13. DISPUTE RESOLUTION

13.1 Both parties shall seek to resolve disputes amicably through negotiation.

13.2 If unresolved, disputes shall be referred to mediation or arbitration under the laws of England and Wales.

13.3 The Agreement is governed by the laws of England and Wales, and the courts of England shall have exclusive jurisdiction.