



WFEL STANDARD TERMS AND CONDITIONS OF PURCHASE

Unless otherwise expressly agreed in writing these are the only conditions upon which WFEL Limited is prepared to procure the Goods detailed in the Order.

In these conditions

“Contract”	means this Contract for the supply of Goods
“Condition”	means individual parts of this document which together make the Contract
“Goods”	means the physical deliverables described in the Order and any replacements and in case of an Order for services or work includes (where the context so permits) the services to be supplied or work to be performed pursuant to the Order
“Order”	means the Order placed by the Purchaser for the supply of Goods on these conditions and includes all Specifications pursuant thereto.
“Purchaser”	means WFEL Limited.
“Specification”	means the description or drawings of Goods and detail (if any) of their manufacture and performance.
“Supplier”	means the person, firm or Purchaser to whom the Order is addressed.

The headings are for convenience only and shall not affect construction of these conditions.

Words in singular shall include the plural and vice versa.

Any reference to statute or other legislation is a reference to it as in force at the time of contract and the Supplier shall take account of any amendment, extension or re-enactment at the time of execution of the Contract.

1. EFFECT OF THESE CONDITIONS

- 1.1. All terms and conditions proffered by the Supplier are hereby excluded. No variation to these Conditions shall be effective unless agreed in writing signed by an authorized person on behalf of the Purchaser. Acceptance of Supplier’s conditions of sale or any other terms inconsistent herewith shall not be implied from any act or omissions on the part of the Purchaser.
- 1.2. All variations to the Conditions agreed at the time of placing the Order are specified on the Order. In the event of inconsistency between these Conditions and the terms of the Order, the Order shall prevail.
- 1.3. The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Order and any alteration to the Price of delivery date arising by reason of such modification shall be agreed between the parties and evidenced formally by means of Order update.
- 1.4. The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

2. QUALITY

- 2.1. The Supplier warrants and represents to the Purchaser that the Goods shall:
 - 2.1.1. Conform in all respects with the specification and other particulars identified in the Order including any variations;
 - 2.1.2. Conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
 - 2.1.3. Be provided in accordance with generally recognized commercial practices and standards in industry
 - 2.1.4. Be provided in accordance with any applicable laws and regulations
 - 2.1.5. Be of satisfactory quality and free from defects in materials and workmanship;
 - 2.1.6. Be fit and sufficient for the purpose for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and execution of the Order.
- 2.2. The Supplier shall permit the Purchaser or its authorised representatives which may include the Purchaser’s customer, to make any inspection or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Order or the Contract.



Failure to make a complaint at the time of such inspection, tests or approval given during or after such tests or inspections shall not constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

- 2.3 Items that have a shelf life shall, at point of delivery to the Purchaser have no less than 80% of life remaining. Items with less than 80% of life remaining shall be rejected back to the Supplier for immediate replacement.
- 2.4 The Supplier shall have processes in place that proactively mitigate risk of counterfeit materials being provided.
 - 2.4.1 The Supplier shall, unless expressly directed otherwise by the Purchaser, only purchase products to be delivered or incorporated as Products to the Purchaser directly from the original component or equipment manufacturer or through an authorised distribution chain. Products shall not be purchased from independent distributors or brokers unless approved in advance in writing by the Purchaser with full details of the reasons for such purchase being fully disclosed by the Supplier.
 - 2.4.2 If so requested by Purchaser, the Supplier shall provide documentation that authenticates traceability of the affected items to the applicable original component or equipment manufacturer.
- 2.5 The Supplier shall not without the Purchasers express permission via Concession modify the specification, any such concession shall be identified on the certificate of conformity.
- 2.6 The Supplier shall have an accredited ISO9001 Quality Management System, or similar and is able to demonstrate compliance to that standard.
- 2.7 The Purchaser is accredited to ISO14001, the Supplier is expected to have achieved this standard or can demonstrate compliance to the requirements of the standard.
- 2.8 Incidents of non-conformance reported by WFEL must be dealt with in a timely manner by the Supplier. Minimum expectations are as follows:
 - 2.8.1 Satisfactory containment of the issue within one working day.
 - 2.8.2 Evidence of root cause analysis and corrective/preventive action activity commencing within three working days of notice.
 - 2.8.3 Any actions identified may be audited by WFEL at any time.
 - 2.8.4 Any costs associated with non-conformance will be passed on to the Supplier.

3. ACCEPTANCE and REJECTION

- 3.1 Where no acceptance tests are set out, the Purchaser shall have the right to inspect delivered Goods after delivery and acceptance shall take place at the point the Goods are taken into final beneficial use by the Purchaser or 28 days after delivery, whichever is the earlier.
- 3.2 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract.
- 3.3 Any Goods rejected or returned by the Purchaser pursuant to this Condition 3 shall be returned to the Supplier at the Supplier's risk and expense.

4. DELIVERY

- 4.1 Time is of the essence regarding delivery schedule and as such any non conformance to schedule shall be classed as material breach. The Supplier shall notify the Purchaser immediately of any delays as soon as known or anticipated.
- 4.2 The Goods shall be packed by the Supplier in packaging suitable to protect for both the transportation and offloading at the Purchasers premises. Goods must be marked and provided with appropriate paperwork to suit nature of the product and the shipment method ensuring any hazardous goods are appropriately marked with contents and warnings.
- 4.3 Incoterms shall be as follows:

For UK Suppliers: DAP (WFEL Stockport) Incoterms 2020

For non UK Suppliers: DDP (WFEL Stockport) Incoterms 2020



- 4.4 All Goods shall be delivered with a certificate of conformity with all relevant documentation requested as part of the delivery referenced and enclosed. The Purchaser shall have the right to reject the consignment if the relevant paperwork is not provided.

5. TITLE AND RISK

Title in the Goods and Risk shall pass to the Purchaser at the point of Delivery to the Purchaser in accordance with the Incoterms stated in Condition 4.3.

Where a Supplier is storing finished Goods at their option or the Purchasers request, risk in those Goods remains the responsibility of the Supplier until the point of delivery to the Purchaser as per Condition 4.3 irrespective of any interim payments paid by the Purchaser.

Where the Purchaser has made advanced payments or paid in full for the Goods but the Goods remain with the Supplier, title shall pass to the Purchaser at point of payment and the Supplier shall clearly mark the Goods as "property of WFEL".

6. PRICE AND PAYMENT

- 6.1 The price to be paid is that on the front of the Order.
- 6.2 Unless expressly agreed between the parties in writing, the price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.
- 6.3 The Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Order. The Purchaser undertakes to pay correctly submitted invoices in accordance with the payment terms stipulated on the Order. If no such terms are stated within 30 days net monthly from the day of physical or electronic receipt of the invoice at the Purchasers premises. Invoices shall not be rendered by the Supplier until completion of delivery of the Goods which are the subject of the Order.
- 6.4 A valid invoice is one that
- 6.4.1 is delivered in timing in accordance with contract
 - 6.4.2 is for the correct sum
 - 6.4.3 is in respect for Goods delivered to the required quality
 - 6.4.4 quotes the relevant Order Number or Contract as applicable
 - 6.4.5 has been delivered to the correct nominated address
- 6.5 The Purchaser reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.
- 6.6 The Purchaser shall not be liable for any orders or amendments to Purchaser Orders other than those issued on the Official Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Order unless explicitly agreed.
- 6.7 No payment of or on account of the price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

7. INDEMNITY AND INSURANCE

- 7.1 The Supplier shall indemnify and keep indemnified the Purchaser against:
- 7.1.1 all costs, damages or other loss (including legal expenses) incurred by reason of any claim for infringement of any letters patents, design, trade mark, name or violation by any third party right resulting for the use or sale of Goods and (in the case of the Specification supplied by the Supplier) the performance by the Supplier of its obligations under the Contract, and
 - 7.1.2 any and all actions, suits, claims, demands, loses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence acts or omissions of the Supplier or any of its employees, agents or subcontractors, and
 - 7.1.3 all indirect or consequential loss, cost, damages or expenses sustained by or claimed against the Purchaser and arising out of the Supplier's breach of contract.



Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

- 7.2 The Supplier shall maintain with a reputable insurance Purchaser a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions. These shall include but not be limited to Public Liability, Employer Liability and Product Liability insurances.

The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

8 PROPRIETARY INFORMATION

- 8.1 The Supplier shall keep in strict confidence all confidential information relating to the products, business, technology, procurement or technical requirements of the Purchaser or of any of its associated companies (as defined above) which may come into Supplier's possession in the course of carrying out the Order and Supplier shall not without the Purchasers prior written consent use nor disclose the same to any person for any purpose other than for execution of the order.

- 8.2 Supplier shall not without the Purchasers written consent use the Purchasers name or otherwise hold itself out as associated with the Purchaser in any advertising or publicity material or in any other manner.

- 8.3 All drawings and other items provided by the Purchaser to supplier shall be used solely for the purposes of the Order and remain the property of the Purchaser and the Supplier shall return the same without charge to the Purchaser forthwith upon demand.

Drawings, patterns or other items produced by Supplier upon Purchasers instructions pursuant to the Order shall be used only for the purposes of the Order. Supplier shall upon request supply copies of the same free of charge to the Purchaser.

- 8.4 Supplier shall forthwith upon request and in any event upon termination of the Contract return to the Purchaser all Specifications drawings samples Issue Items (as defined in Condition 9) and other material whatsoever supplied by the Purchaser to Supplier pursuant to the Order and shall not keep any copies of the same.

- 8.5 Supplier shall be responsible for errors in or omissions from any drawings, calculations, packing details and Specifications (whether or not such information has been approved by the Purchaser) except in cases where such errors or omissions are due to inaccurate written information provided by the Purchaser.

9 MATERIALS AND TOOLING

- 9.1 At all times whilst Supplier has in its possession any free issue material supplied to it by the Purchaser for performance of an Order ("Issue Items") Issue Items shall remain Purchaser's property but shall be at Suppliers risk and Supplier shall:

9.1.1 use Issue Items economically and solely for performance of the Order and certify to the Purchaser incorporation of Issue Items in Goods as required by the Order;

9.1.2 whilst not in use keep Issue Items separate and readily identifiable as Purchaser's property and

9.1.3 store safely, treat with due care and keep in good condition (fair wear and tear excepted) all Issue Items and at its own expense keep Issue Items insured for full replacement value against all usual risks and apply proceeds of such insurance for replacement of Issue Items:

9.1.4 at own expense make good or replace all Issue Items damaged or lost due to its own negligence;

9.1.5 not without Purchaser's prior written consent sell dispose of or destroy Issue Items; forthwith upon demand from the Purchaser yield up Issue Items to the Purchaser or its authorised agents.

- 9.2 At all times whilst Supplier has in its possession any tooling or other equipment loaned or supplied to it by the Purchaser for performance of an Order ("Tooling"). Tooling shall remain Purchaser's property and Supplier shall:

9.2.1 keep Tooling separate and readily identifiable as Purchaser's property; and

9.2.2 store safely, treat with due care and keep in good condition (fair wear and tear excepted) all Tooling; and at its own expense keep Tooling insured for full replacement value against all usual risks and apply proceeds of such insurance for replacement of Tooling;

9.2.3 at own expense make good or replace all Tooling damaged or lost due to its own negligence.



9.2.4 not without Purchaser's prior written consent sell dispose of or destroy Tooling; forthwith upon demand from the Purchaser yield up Tooling to the Purchaser or its authorised agents.

9.3 The Contract price shall be inclusive of tooling costs incidental to the Order. Tooling costs in full shall be shown as a separate item on invoice. Passing of title to tooling shall be simultaneous with passing of title to Goods and supplier shall upon request make tooling available for collection by the Purchaser at any time thereafter.

10 WARRANTY

The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser. Such remedy to include organisation and payment of transportation to return and resupply Goods.

Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Order.

11 ASSIGNMENT AND SUBCONTRACTING

11.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

11.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

11.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall ensure relevant terms and conditions are flowed

11.4 Save as specified on Order Supplier shall not sub-contract nor assign the benefit of all or a material part of the Order without the prior consent of the Purchaser. The Purchaser reserves the right to assign the benefit of the Contract (subject to reasonable notice to Supplier) to any of its associated Companies (as defined in 302 of the Income and Corporation Taxes Act 1970). Supplier shall be responsible for all work done and goods supplied by sub-contractors.

12 TERMINATION

12.1 Subject to payment for work done pursuant to Condition 12.2 the Purchaser shall be entitled at any time to terminate the contract in whole or in part.

12.2 Upon termination under Condition 12.1 the Supplier shall immediately discontinue work on the Order and take action to mitigate any further expenditure. The Supplier shall within 2 months thereafter submit its claim for expenses incurred pursuant to the Order. The Purchaser shall not be liable for claims submitted more than 2 months after termination.

12.3 In addition and without prejudice to the generality of Condition 12.1 the Purchaser shall be entitled to terminate the contract:

12.3.1 in the case of Supplier's breach of any provision of the Contract by 14 day's notice specifying breach and action required to remedy such breach (if remediable) such termination to take effect upon Supplier's failure before expiry of such notice to remedy breach;

12.3.2 by notice forthwith on the occurrence of any of the events specified in Condition 12.4.

12.4 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-

12.4.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

12.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

12.4.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;



- 12.4.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;
- 12.4.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.
- 12.5 The Purchaser shall be entitled forthwith upon termination pursuant to this Condition to take possession of Goods and (where applicable) tooling, title which has passed to it and any issue items as per Condition 9 and the Supplier hereby irrevocably authorises the Purchaser to enter onto its premises for such purpose.

13 WAIVER

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

14 SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

15 NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post to the person having issued the Order (in the case of the Purchaser) or to the address set out in the Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 72 hours after posting.

16 LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.

17 THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18 HEALTH AND SAFETY

- 18.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:
 - 18.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and
 - 18.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.
- 18.2 The Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 19.
- 18.3 Where the supplier requires to enter the Purchasers site to execute it's Contract requirements, Supplier personnel shall at all times be deemed to be in employment of the Supplier and shall at all times comply in all respects with Purchasers site rules.



19 INTELLECTUAL PROPERTY

- 19.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 20.
- 19.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("Intellectual Property"):
- 19.2.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Order are hereby assigned to and shall remain vested solely in the Purchaser; and
- 19.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.

20 EXPORT CONTROLS

- 20.1 The Supplier warrants that it will comply with all applicable import and export control laws and regulations including, if applicable US export control laws in fulfilling the Order and will provide all information about the Supplies, including where relevant constituent parts thereof that may be necessary for the Purchaser's compliance with all applicable import and export laws and regulations.
- 20.2 The Supplier shall notify the Purchaser at the time of request for quotation and confirm at point of order such information and will notify the Purchaser if any changes occur or information received to stipulate items are subject to control.

21 ETHICAL CONDUCT

- 21.1 The Supplier will conduct all of its business activities relating to the Purchaser in a manner that is fair, ethical and fully compliant with applicable laws and regulations, including, but not limited to, those relating to:
- Basic human rights, fair wages and non-discrimination in employment;
Workplace safety;
Environmental protection;
Fair competition and antitrust; and
Anti-bribery and corruption (recognizing that Purchaser is subject to each of the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977).
- 21.2 The Supplier is expected to monitor its own compliance with the standards of conduct and to promptly notify the Purchaser in the event of any non-compliance or suspicion of non-compliance with the Code or any anti-bribery and corruption legislation that may affect the Purchaser.