

PURCHASE OF GOODS AGREEMENT - CONTRACT DETAILS

Purchaser:	MATRIX POLYMERS LIMITED (No. 02626784) (“Purchaser”)
Purchaser's address:	The Priory Orchard Hill, Little Billing, Northampton, Northamptonshire, NN3 9AG
Seller:	[See attached PO] LIMITED (“Seller”)
Seller's address:	[See attached PO]
Delivery Date:	[See attached PO] (“Delivery Date”)
Delivery Location:	[See attached PO] (“Delivery Location”)
Goods:	[See attached PO]
Quantity:	[See attached PO]
Services:	[See attached PO]
Price:	[See attached PO]

CONDITIONS

1. Interpretation

1.1 Definitions

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions set out in clause 1 to clause 12 (inclusive).

Contract: the contract between the Purchaser and the Seller for the sale and purchase of the Goods and/or the provision of Services in accordance with the Contract Details and these Conditions.

Delivery Date: the date specified for delivery of an Order in the Contract Details.

Delivery Location: the location for delivery of the Goods and/or Services, as set out in the Contract Details.

Force Majeure Event: events, circumstances or causes beyond a party's reasonable control.

Goods: the goods (or any part of them), as set out in the Contract Details.

Mandatory Policies: the Purchaser's [Modern Slavery and Human Trafficking Policy], [Corporate and Social Responsibility Policy], [Ethics and Anti-Bribery Policy], [Expenses Policy], [Health and Safety Policy] and [Security Policy].

Order: an order for the Goods and/or Services submitted by the Purchaser.

Price: the price for the Goods and/or Services, as set out in the Contract Details.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 **Interpretation:**

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** excludes fax but not email.

2. **Orders**

2.1 The Purchaser may submit Orders for Goods and/or Services at any time.

2.2 The Seller shall use its best endeavours to supply Goods and/or Services in accordance with the Orders, by the Delivery Date specified in the Order. Time is of the essence in relation to the Delivery Date.

3. **The Goods**

3.1 The Seller shall ensure that the Goods:

- (a) correspond with their description;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Seller or made known to the Seller by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Seller's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Purchaser has the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Seller's undertakings at clause 3.1, the Purchaser shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations

under the Contract, and the Purchaser shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.

4. Delivery

4.1 The Seller shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in perfect condition;
- (b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Seller requires the Purchaser to return any packaging material to the Seller, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Seller at the cost of the Seller.

4.2 The Seller shall deliver the Goods specified in each Order:

- (a) on or before its relevant Delivery Date;
- (b) at the Delivery Location; and
- (c) during the Purchaser's normal business hours, or as instructed by the Purchaser.

4.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.

4.4 If the Purchaser rejects any Goods they are returnable at the Seller's risk and expense. If the Seller fails to collect rejected Goods within a reasonable period after notification of the rejection, the Purchaser may charge the Seller storage costs and sell or dispose of the rejected Goods. The Purchaser will account to the Seller for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

5. Purchaser remedies

5.1 If the Goods and/or Services are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in clause 3.1 or clause 7, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Purchaser may exercise any one or more of the following remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods and/or Services (in whole or in part) and return them to the Seller at the Seller's own risk and expense;
- (c) to require the Seller to repair or replace the rejected Goods and/or Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods and/or Services which the Seller attempts to make;
- (e) to recover from the Seller any costs incurred by the Purchaser in obtaining substitute Goods and/or Services from a third party; and

- (f) to claim damages for any other costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Seller's failure to carry out its obligations under the Contract.

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

5.3 The Purchaser's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. Title and risk

Title and risk in the Goods shall pass to the Purchaser on completion of delivery.

7. Seller's responsibilities

7.1 The Seller shall:

- (a) provide the Services in accordance with this Contract;
- (b) ensure that the Services will conform in all respects with any specification provided to the Seller and that the Services shall be fit for any purpose expressly or implicitly made known to the Seller by the Purchaser;
- (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
- (d) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (e) co-operate with the Purchaser in all matters relating to the Services, and comply with the Purchaser's instructions;

8. Price and payment

8.1 The Purchaser shall pay for Goods and Services in accordance with this clause 8.

8.2 The Price:

- (a) excludes amounts in respect of VAT, which the Purchaser shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of packaging, insurance and carriage of the Goods.

8.3 No extra charges shall be effective unless agreed in writing and signed by the Purchaser.

8.4 The Seller may invoice the Purchaser for price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Seller shall ensure that the invoice includes the date of the Order, the invoice number, the Seller's VAT registration number, and any supporting documentation that the Purchaser may reasonably require.

8.5 The Purchaser shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Seller.

8.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.7 The Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Seller to the Purchaser against any liability of the Purchaser to the Seller.

9. Indemnity

9.1 The Seller shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:

- (a) any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;
- (b) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; and
- (c) any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

10. Insurance

During the term of the Contract and for a period of 2 years thereafter, the Seller shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Compliance with relevant laws and policies

11.1 In performing its obligations under the Contract, the Seller shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) comply with the Mandatory Policies (as updated from time to time).

11.2 The Purchaser may immediately terminate the Contract for any breach of clause 11.1 by the Seller.

12. Termination

12.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 days of that party being notified in writing to do so;

- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. General

13.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this Contract by giving 10 days' written notice to the affected party.

13.2 **Subcontracting.** The Seller may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Purchaser. If the Purchaser consents to any subcontracting by the Seller, the Seller shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

13.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, Purchasers, clients or Sellers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 13.3(b). For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3(b); and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.
- 13.4 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.8 **Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first-class post or other next working day delivery service, or email.
 - (b) A notice shall be deemed to have been received: if delivered by hand, when left at the address referred to in clause 13.8(a); or if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.9 **Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 13.10 **Counterparts:** This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 13.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.