

# Purchasing Terms and Conditions

## Supply of Goods and Services

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### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 In these Conditions:

“Address” means the delivery address stated in an Order or such other address as the Purchaser may subsequently notify in writing.

“Conditions” means the standard Conditions of Purchase set out in this document and (unless the context otherwise requires) includes any special Terms and Conditions agreed in writing between the Purchaser and the Supplier.

“Contract” means the agreement between the Purchaser and the Supplier consisting of the Order, these Conditions and any other documents, or parts thereof, specified in the Order for the sale and purchase of the Goods or the supply of the Services.

“Correct Invoice” means a detailed invoice quoting the Purchaser’s order number setting out full details of the Goods or Services supplied, agreed prices and any discounts given.

“Counterfeit Supplies” means any material, component, part, assembly, sub-assembly, product and any other item forming part of the Supplies (together referred to as “Items” and separately as “Item”) in which there is an indication by visual inspection, testing or other information that it may be a copy or substitute made without legal right or authority or once whose material, performance, identity or characteristics have been misrepresented by the Supplier, manufacturer or a supplier in the Supplier’s supply chain.

“Data” means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items.

“Delivery” means the receipt by the Purchaser of the Goods or performance of the Services at the Address.

“Goods” means all products, articles or materials specified in an Order to be supplied in accordance with the Contract.

“Identity” means any information which relates to the properties or characteristics of the Supplies including but not limited to the original manufacturer or suppliers, trademarks or other intellectual property rights, part numbers, date codes, lot numbers, applied testing methods and results, inspections performed, documentation, warranties, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition, previous use and rejection.

“Order” means the Purchaser’s officially numbered purchase order citing these Conditions.

“Price” means the price exclusive of Value Added Tax payable to the Supplier by the Purchaser under the Contract for the full and proper performance by the Supplier of its obligations under the Contract.

“Purchaser” means Amfax Limited and its purchasing representative.

“Services” means the service or work specified in an Order to be supplied in accordance with the Contract.

“Supplier” means the Supplier names in an Order.

“Suspect Counterfeit Supplies” means any Supplies that are suspected by testing, visual inspection or other information to be Counterfeit Supplies.

## 2. BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or Services at the Price stated in the Order and subject to these Conditions.
- 2.2 No Contract shall be concluded until the Supplier either expressly by giving notice of its acceptance to the Purchaser, or implicitly by fulfilling and Order in whole or part, accepts the Purchaser's offer.
- 2.3 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been provided to the Purchaser or subject to which the Order is accepted or purported to be accepted by the Supplier, unless the Purchaser agrees otherwise in writing.
- 2.4 No variation or addition to these Conditions or and Order or the Contract shall be binding upon the Purchaser unless agreed in writing between an authorised representative of the purchaser and an authorised representative of the Supplier.
- 2.5 Subject to any amendment in accordance with Condition 2.4, these Conditions embody the entire understanding of the parties and override any prior promises, undertakings or representations.

## 3. PURCHASING INFORMATION

- 3.1 Purchasing information shall describe the product to be purchased (or shall cite relevant documentation in the purchase order- such as the quote or other materials) information including, where appropriate:
  - a) Requirements for approval of product, procedures, processes and equipment
  - b) Requirements for qualification of personnel
  - c) QMS requirements
  - d) The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data
  - e) Requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by the organisation, and as applicable critical items including key characteristics
  - f) Requirements for test specimens (e.g. production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing
  - g) The Purchaser shall ensure the adequacy of specified purchase requirements prior to their communication to the supplier
- 3.2 This document is considered sufficient to inform our suppliers of our standard expectation to:
  - a) Notify the Purchaser of non-conforming product prior to delivery
  - b) Obtain Purchaser approval for non-conforming product disposition
  - c) Notify the Purchaser of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organisation approval

## 4. CUSTOMER REQUIREMENTS FLOW DOWN

- 4.1 It may be necessary for Amfax to flow down to the supply chain the applicable requirements including Amfax's customer requirements such as:
  - a) Records retention requirements
  - b) Right to access by organisations, their customer and regulatory authorities to all applicable areas of facility, at any level of the supply chain, involved in the order and all applicable records

Any additional flow down requirement shall be notified by the Purchaser in the Order documentation.

## 5. CANCELLATION OF ORDER

- 5.1 The Purchaser may cancel a Contract without liability to the Supplier at any time prior to the receipt of express or implied acceptance by the Supplier by giving written notice to the Supplier.
- 5.2 At any time after express or implied acceptance of an Order by the Supplier, the Purchase shall be entitled to cancel a Contract in respect of all or part only of the Goods and/or the Services by giving written notice to the Supplier at any time prior to delivery or performance, in which event the Purchaser's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-

progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

5.3 The Supplier may not cancel the Contract unless by prior written agreement from the Purchaser.

## 6. PRICE

6.1 The price payable for the Goods or the Services shall be that stated on the Order and, unless otherwise so stated, shall be:-

6.1.1 Exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);

6.1.2 Inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Address and any taxes, levies or duties other than Value Added Tax.

6.2 The price shall remain firm for the period of the Contract.

6.3 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

6.4 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise usually granted by the Supplier in such circumstances, unless otherwise agreed in writing by the Supplier and the Purchaser.

## 7. DELIVERY

7.1 The Goods shall be delivered to and the Services shall be performed at the Address on the data or within the period stated in the Order, in either case during the Purchaser's usual business hours. The Purchaser reserves the right to make alternative delivery arrangements by prior written notice to the Supplier.

7.2 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

7.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Purchaser's Order number. The outside of each package will be clearly marked with the Purchaser's Order number and any other information appropriate to the Goods.

7.4 All Goods and Services must be delivered or performed at the Address specified on the Order. If Goods or Services are incorrectly delivered or performed, the Supplier shall be responsible for remedying the situation and effecting re-delivery or re-performance at the correct Address and for any additional expense incurred in delivery or performance at the correct Address.

7.5 The Supplier shall supply the Purchaser on delivery of the Goods or performance of the Services with all operating, maintenance, repair and safety data sheets and instructions and other information as are necessary for the safe operation of the Goods which are required to enable the Purchaser to accept delivery of the Goods or performance of the Services.

7.6 The Purchaser shall not be obliged to return to the Supplier any packaging or packaging material for the Goods whether or not any Goods are accepted by the Purchaser.

7.7 If the Goods are to be delivered or the Services are to be performed by instalments, a Contract shall be treated as a single contract and not severable.

7.8 The Purchaser shall not be deemed to have accepted the Goods until the Purchaser has had a reasonable time to inspect them following Delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.



7.9 The Purchaser reserves the right to mark the Goods immediately on Delivery for the purposes of security. The Purchaser shall not be deemed to have accepted the Goods if it marks them nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

## 8. SUPPLY

8.1 Any Goods supplied or installed under an Order shall be design, constructed, finished, packaged and marked in a proper manner and in accordance with the Purchaser's instructions, the Purchaser's customer's requirements, any statutory requirements and any requirements of the carriers. All necessary warning notices clearly displayed so as to be safe and without risk to health and to reach the Address in an undamaged condition.

8.2 The Purchaser requires all Purchaser's requirements and information (including the Purchaser's customer's requirements and key characteristics) to be part of a flow down in requirements to any of the Supplier's sub-tier suppliers and as needed sub-tier suppliers may be subject to the Purchaser's written approval.

## 9. ITEM DISCONTINUANCE OR END OF LIFE (EOL)

9.1 No change, substitution or modification of any: Goods; component parts; tooling; sources of raw materials; processes; manufacturing sites or shipment of alternative parts may be made without prior written approval from the Purchaser.

9.2 Where the changes relate to the discontinuance or End of Life (EOL) of the Goods, then the Supplier shall advise the Purchaser in writing as soon as practicably possible.

9.3 Due to customer or regulatory requirements EOL has to be tightly managed. In these cases the Supplier acknowledges to provide the necessary support and flexibility to accommodate the management of EOL.

## 10. PAYMENT

- 10.1 The Supplier shall only be entitled to invoice the Purchaser after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the Purchaser. It is the Supplier's responsibility to ensure that each invoice is a Correct Invoice.
- 10.2 The Purchaser will pay for the Goods or Services no later than 30 days (month end) after receipt of a Correct Invoice, unless otherwise agreed.
- 10.3 The Purchaser shall be entitled to set off against the price any sums owed to the Purchaser by the Supplier.

## 11. RISK AND PROPERTY

- 11.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with these Conditions.
- 11.2 The property in the Goods shall pass to the Purchaser upon delivery unless advance or progress payments are made for the Goods prior to delivery in which case:-
- 11.2.1 Property in any materials purchased or allocated by the Supplier for the purpose of an Order shall immediately vest in the Purchaser; and
- 11.2.2 Property in any completed Goods appropriated to an Order shall immediately vest in the Purchaser.
- 11.3 If the Goods are rejected by the Purchaser for any reason, property and risk of the Goods rejected shall revert to the Supplier.

## 12. QUALITY, QUALITY CONTROL AND INSPECTION

- 10.1 The quantity, quality and description of the Goods and the Services shall, subject to as provided in these Conditions, be as specified in the Order or in any applicable specification as supplied to the Purchaser to the Supplier.
- 10.2 The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch.
- 10.3 If, as a result of inspection or testing, the Purchaser is not satisfied that the Goods will comply in all respects with the Contract and the Purchaser so informs the Supplier within a reasonable time, the Supplier shall take such steps prior to Delivery as are necessary to ensure compliance.
- 10.4 Any test and inspection certificated or traceability documentation specified on the Order (such as batch/lot/date code information, manufacturer's certificates of conformance, country of origin etc.) shall be provided by the Supplier. In the event this is not possible, the Supplier must advise the Purchaser at soonest opportunity and prior to processing and delivery of the Goods.
- 10.5 Notwithstanding any inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.

## 13. GOODS AND SERVICES WARRANTIES

- 11.1 The Supplier warrants to the Purchaser that the Goods:-
- 13.1.1 Shall be of satisfactory quality and fit for the purpose which the Purchase had made known to the Supplier or, where the Purchaser does not make any purposes known to the Supplier, for the purpose of which the Goods are normally used;
- 13.1.2 Shall be free from defects in design, material and workmanship;

- 13.1.3 Shall comply in every respect with all relevant specifications, drawings, sample or descriptions;
- 13.1.4 Shall comply with all statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) and any voluntary codes of conduct relating to the Goods and their sale in force at the time of delivery.
- 13.2 The Supplier warrants that it has free and unencumbered title and right to sell the Goods to the Purchaser and that the sale or use of the Goods for any purpose whatsoever by the Purchaser shall not infringe any patent, copyright, trade name, trade mark, design right or any other intellectual property right whatsoever of any third party.
- 13.3 The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel with competence and due care and diligence and in accordance with the Purchaser's instructions for the provision of such Services and will comply in every response with all relevant specifications.

#### 14. INDEMNITY

- 14.1 The Supplier shall indemnify the Purchaser fully and shall keep the Purchaser fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Purchaser or in connection with:-
- 14.1.1 Breach of any warranty or undertaking by the Supplier in relation to the Goods or Services;
- 14.1.2 Any claim that the Goods infringe, or their 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 specifications, drawings, samples or descriptions provided by the Purchaser;
- 14.1.3 Any liability under the Consumer Protection Act 1987 (and any amendments or modifications thereof) in respect of the Goods;
- 14.1.4 Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods;
- 14.1.5 Any act or omission of any of the Supplier's personnel or representative in connection with the performance of the Services;
- 14.1.6 Any injury or other loss caused to an employee or the Purchaser, the Purchaser's customer or any other person on the Purchaser's premises, caused by any default or negligence on the Supplier's part, including without prejudice to the generality of the foregoing, any failure by the Supplier or the Supplier's agents, employees or sub-contractors to comply with any provisions of the Health and Safety at Work Act 1984 (and any amendments or modifications thereof) or any regulations or code of practice there under; and
- 14.1.7 Any investigation or proceedings or financial redress which arises out of a breach of current Equal Opportunities and Equality legislation.

#### 15. INSURANCE

- 15.1 The Supplier shall effect and maintain and shall require its sub-contractors or agents to effect and maintain throughout the continuance of the Contract, insurance policies with insurers under forms of policies satisfactory to the Purchaser.

#### 16. INTELLECTUAL PROPERTY (IP)

- 16.1 All patents, copyright, design rights and other intellectual property rights ("IP Rights") in all Data prepared or supplied by the Purchaser to the Supplier, shall remain the property of the Purchaser (or the Purchaser's customer if applicable).

- 16.2 All "IP Rights" in all Data prepared or developed by the Supplier under or in connection with the Contract shall vest in with the Purchaser.
- 16.3 All "IP Rights" in all Data not prepared or developed by the Supplier under or in connection with the Contract but which are:-
- 16.3.1 Already vested in the Supplier and;
- 16.3.2 Used by the Supplier in connection with the Contract, shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, irrevocable, royalty-free license to both the Purchaser and to any third party whom the Purchaser has authorised or may in the future authorise to use, copy or modify such Data provided it is to enable the Purchaser or third party to utilise the Data prepared or developed under or in connection with the Contract.
- 16.4 Any Data supplied by the Purchaser shall be returned to the Purchaser on fulfilment of the Contract.

## 17. CONFIDENTIALITY AND NON-DISCLOSURE

- 17.1 The Supplier shall keep confidential all information connected with the business of the Purchaser which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services, except:-
- 17.1.1 With the prior written agreement of the Purchaser;
- 17.1.2 By requirement of law; or
- 17.1.3 To satisfy a request under the Freedom of Information Act 2000 ("FOIA") where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act (and any amendments or modifications thereof).
- 17.2 The provision of Condition 15.1 shall not apply to such information if it is:-
- 17.2.1 In the public domain otherwise than by the failure of the Supplier to comply with Condition 15.1, or;
- 17.2.2 Obtained from a third party who is free to disclose the same.
- 17.3 Both the Purchaser and the Supplier shall ensure that their employees, sub-contractors and agents shall observe the requirements of the Data Protection Act 1988 and any amendments or revisions thereto in the provision and use of the Goods or Services and shall comply with any request made or direction given by the other which is directly due to the requirements of such Act.

15.4 The Purchaser frequently exchanges Non-Disclosure Agreements ("NDAs") with associated companies and its customers. This Condition of Purchase forms part of the assurance provision within NDAs that their sensitive information is secured and protected. If additional precautions are required as a result of being 'flowed down' from the Purchaser's customer to the Supplier, the Purchaser will advise the Supplier who will be expected to act accordingly (and flow down to their supply base where required).

## 18. RECORDS RETENTION

- 18.1 All records relating to the Order must be available to the Purchaser, the Purchaser's customer and any regulatory authorities for a period of 5 years, unless otherwise specified on the Order.

## 19. EXPORT COMPLIANCE

- 19.1 Shipment of Goods, provision of Services, and delivery and use of technical information under the Purchaser's Order is subject to all decrees, statutes, laws, rules and regulations that govern export, re-export, or otherwise pertain to export controls of the United Kingdom, including but not limited to the U.K. Export Control Organisation (ECO).

## 20. FORCE MAJEURE

20.1 Neither the Supplier nor the Purchaser shall be liable to the other or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond their reasonable control including but not limited to: any Act of God; act of Government or State; war; fire; civil commotion; insurrection or industrial action of third parties out with the control of the Supplier.

## 21. TERMINATION

21.1 The Purchase shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith without liability to the Supplier in any of the following events:-

21.1.1 If the Supplier commits a breach of any of the terms of the Contract;

21.1.2 If the Supplier (being an individual) becomes bankrupt or (being a company) holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a supervisor, receiver, administrative receiver appointed over or has any distress execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation;

21.1.3 If the Supplier ceases or threatened to cease to carry on its business or trade.

21.2 Without prejudice to the rights of the Purchaser under Conditions 3 and 19.1.1 – 19.1.3 the Purchaser may for any other reason whatsoever terminate the Contract and/or Orders at any time by giving reasonable notice to the Supplier and specifying the date from which termination shall be effective.

21.3 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions which implicitly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

## 22. REMEDIES

22.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled (whether or not any part of the Goods or Services have been accepted by the Purchaser):-

22.1.1 To rescind the Order;

22.1.2 To return the Goods to the Supplier at the cost and risk of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

22.1.3 To require the Supplier at the Supplier's expense to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within the period agreed in writing by the Purchaser;

22.1.4 To refuse to accept any further deliveries of the Goods or the provision of any further Services with the Purchaser having no further liability to the Supplier;

22.1.5 To claim such damages as may have been sustained in consequence of the Supplier's breach.

## 23. ASSIGNMENT

23.1 The Supplier shall not assign the Contract nor sub-contract any of its rights or duties here under, without the Purchaser's prior written consent.



**24. WAIVER**

24.1 No waiver by the Purchaser of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

**25. NOTICE**

25.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**26. SEVERABILITY**

26.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

**27. VARIATIONS**

27.1 The Supplier shall not vary any of the Conditions of the Contract, except if agreed in writing with the Purchaser. The Purchaser shall have the right, from time to time during the execution of the Contract, by notice in writing to the Supplier to add to or omit, or otherwise vary, the terms of the Contract and the Supplier shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract.

27.2 If the Purchaser notifies the Supplier of any variation to the Contract that would occasion an amendment to the Price, the Supplier shall, within 7 days of receipt of such notification, advise the Purchaser in writing of the proposed amount of any such amendment to the Price.

27.3 If, in the opinion of the Supplier, any variation in the Contract is likely to prevent the Supplier from fulfilling any of his obligations under the Contract, he or she shall notify the Purchaser and the Purchaser shall decide as soon as reasonably practicable whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as the Purchaser considers necessary. Until the Purchaser confirms his or her instructions, they shall be deemed not to have been given.

**28. REACH, HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION**

28.1 As per REACH legislation, any substances included in preparations or articles supplied to the Purchaser must have been registered with the European Chemical Agency (ECHA), either by the supplier, or their supplier(s), whichever is applicable.

28.2 All products sold to the Purchaser must not contain Substances of Very High Concern (SVHC) as defined and listed by ECHA.

28.3 The Supplier agrees to provide the Purchaser before delivery with written details of any harmful or potentially harmful properties or ingredients in the Goods supplied, together with any information concerning any changes that may take place in such properties or ingredients. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under legislation relating to health and safety at work and the control of substances hazardous to health.

28.4 The Supplier shall bring to the attention of all employees, agents, sub-contractors and representatives of the Supplier involved in any way in the provision of the Goods or performance of the Services, the Purchaser's (and/or their customer's) health and safety requirements and contractors on site requirements and the Supplier shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Supplier.

28.5 The Supplier shall:-

26.5.1 In relation to all persons likely to be affected by the execution of an Order and coming into

contact with the Goods, take all such steps as may be reasonably practicable to ensure their health and safety; and

26.5.2 During the execution of an Order take such steps as are reasonably practicable to avoid harm to the environment.

## 29. COUNTERFEIT PARTS PREVENTION

- 29.1 The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.
- 29.2 The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.
- 29.3 The Supplier may only purchase or source Items directly from Original Component Manufacturers ("OCM"), OCM authorised (e.g. franchised) distributors or aftermarket manufacturers. Use, purchase or the sourcing of Items from non OCM authorised independent distributors or brokers is not permitted unless first approved in writing by the Purchaser.
- 29.4 When required by the Purchaser (or the Purchaser's customer), the Supplier shall maintain a method of traceability that ensures tracking of the supply chain back to the manufacturer of all Items included in the Supplies being supplied. This traceability method shall clearly identify the name and location of all supply chain intermediaries from the manufacturer to the direct source of each Item for the Supplier and shall include the manufacturer's batch identification for the Item such as but not limited to date codes, lot codes, serializations, or other batch identifications. Full supply chain traceability documentation includes but is not limited to OCM, Original Equipment Manufacturer ("OEM") and authorised (e.g. franchised) Supplier certificates of conformity, purchase orders and test/inspection data and/or certificates. The Order shall specify any such additional documentation (other than as specified in this Condition) required by the Purchaser.
- 29.5 This Condition applies in addition to any quality provision, Specification, Statement of Work or other provision included in the Order addressing the authenticity of Supplies. To the extent that such provisions conflict with this condition, this condition shall prevail.
- 29.6 The Supplier shall flow down these requirements contained in this Condition to the Supplier's supply chain for any Items that are intended for supply to the Purchaser.
- 29.7 The Supplier shall notify the Purchaser as soon as it becomes aware of any Counterfeit Supplies or Suspected Counterfeit Supplies which arise in relation to any Supplies.

## 30. INSPECTION & AUDIT

- 30.1 Inspection: the Supplier shall, upon reasonable Notice from the Purchaser or the Purchaser's Auditor, provide access to its offices during normal business hours for the purpose of conducting an inspection to verify that the Supplier is in compliance with the requirements of this document. The Supplier shall cooperate with the Purchaser/Auditor in its inspection.
- 30.2 Conduct of Inspection: the Purchaser/Purchaser's Auditor shall conduct any inspection in a manner so as not to unreasonably disrupt the Supplier's business. The Purchaser/Purchaser's Auditor shall restrict the scope, manner, and duration of any inspection to that reasonably necessary to achieve its purpose.
- 30.3 Audit: The Purchaser/Purchaser's Auditor may also, on one or more occasions and at its own expense, conduct an audit of the Supplier's records, upon the same terms as any inspection.

**31. PUBLICITY**

31.1 Any Order placed by the Purchaser shall be treated as confidential and in particular the Supplier (including sub-tier suppliers, sub-contractors or representative) shall not make use of the Purchaser's name or the name of any of the Purchaser's customers for publicity purposes without the prior written consent of the Purchaser.

**32. CODE OF CONDUCT**

32.1 The Supplier is required to have read and understood the Purchaser's Supplier Code of Conduct, outlining basic expectations with regard to legal and ethical Supplier activities. A copy of this document is available in the Supplier Information of the Amfax website ([www.amfax.co.uk](http://www.amfax.co.uk)).

**33. LAW**

33.1 The Purchaser and the Supplier do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract.

33.2 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.