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Standard Terms & Conditions of Purchase

Each Order shall include as appropriate:

1. Definitions

“Contract” shall mean any contract resulting from this order

“Order” shall mean this purchase order

“Buyer” shall mean Sheen Spark Limited “Seller” and/or “Supplier” shall mean the person on whom the order is placed

“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any service(S)

2. Acceptance

This purchase order constitutes buyer’s offer to seller, and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

3. Revisions

No revision of this order of any terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer’s purchasing Representatives.

4. Delivery, Inspection & Quality

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Without prejudice to its other rights under these conditions the Buyer shall be entitled, if delivery or service is not made within the timescales set out in the order, to cancel any order or any quantity of goods remaining undelivered pursuant to such an order, and in such event the buyer shall be entitled to purchase the goods or obtain the services elsewhere and without prejudice to any further claim they may have to damages, debit the seller with any costs thereby incurred. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

4.2 The seller shall ensure that persons are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behaviour

4.3 The supplier shall complete and deliver the goods at the time specified in the order and in this respect time shall be of the essence.

4.5 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

4.6 The buyer, its duly authorised representatives, the buyer's customers and any regulatory authority shall have access at all reasonable times to any works, warehouses or other premises belonging to or under the control of the seller and including any sub-contractors, for the purpose of inspecting any process of manufacture or works being carried out by the seller. The seller shall forthwith carry out all alterations or modifications required by the buyer in consequence of any such inspection. The seller will also allow access to all quality documentation related to the order to the seller, the seller's customers and any regulatory authority that may need to inspect them.

5. Deliveries Made

5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so

- a) The buyer shall be entitled to charge storage to the supplier and
- b) The date for payment shall be calculated according to the due delivery date

6. Termination

Failure to comply with the specification, terms and conditions of this order or to deliver material in accordance with the sellers promise shall be grounds for cancellation without penalty to buyer.

7. Additional Requirements

7.1 The seller shall, and also ensure its subcontractors, conduct their business ethically and comply with all applicable laws, statutes, regulations and codes in-force including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015, Data Protection Act 1998, COSHH, REACH, and Health and Safety Legislation.

7.2 The seller shall indemnify the buyer against any losses, liabilities, damages, fines, costs, (including legal fees and expenses) incurred by, or awarded against the buyer, as a result of a breach of this section.

