

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

No terms or conditions submitted at any time by the supplier shall form any part of the contract.

1. DEFINITIONS

“Contract”	Means the contract between the purchaser and the supplier consisting of the purchase order, these conditions, and any other documents (or parts thereof) specified in the purchase order
“Delivery date”	Means the date on which the goods are to be delivered to the purchaser, as specified in the purchase order
“Goods”	Means any such goods supplied to the purchaser by the supplier pursuant to or in connection with the purchase order
“Purchaser”	Means NEC Engineering Ltd which may also be abbreviated to NEC
“Supplier”	Means the person, firm or company who is the supplier of the goods or services named in the purchase order
“Purchase order”	Means the document setting out the purchaser’s requirement for the contract
“Specification”	Means the document (if provided) which sets out the agreed design, performance, functionality, and special requirement of the product
“Special requirement”	Means any conditions which are specifically drawn out on the purchase order or accompanying document (if provided)
“Price”	Means the price of the goods or services as specified on the purchase order
“Intellectual Property Rights”	Means Patents, inventions, designs, copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration, Know-how and confidential information, proprietary rights in domain names, all other rights of a similar nature or having equivalent effect anywhere in the world
“Counterfeit products”	Means products that are or contain items misrepresented as having been designed, produced, altered and/or repaired under an approved system or other acceptable method

2. GENERAL

- 2.1 These terms and conditions shall apply to all contracts for the supply of goods and services to the purchaser from the supplier
- 2.2 Before commencement of the services the supplier shall be in receipt a purchase order specifying all requirements and the price payable as well as any applicable specification document, The supplier shall contact the purchaser immediately if the supplier does not agree with the contents of the purchase order or specification documents, the purchase order and specification documents shall be subject to these terms and conditions
- 2.3 The contract shall become binding, and these terms and conditions shall be deemed to have been accepted by the supplier on the acceptance of the purchase order by the supplier (either verbally or in writing) or on delivery of the goods or services whichever is earlier

3. GOODS

- 3.1 The supplier warrants and represents to the purchaser that the goods or services shall:
- 3.2 Conform in all respects with any particulars or specification specified in the purchase order including any specification documents or variations
- 3.3 Conform in all respects with the requirements of any statutes, orders, specifications, regulations, or byelaws from time to time in force
- 3.4 Be of satisfactory quality and free from defects in materials and workmanship
- 3.5 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 purchase order

4. PRICE AND PAYMENT

- 4.1 All prices shall be non-revisable and exclusive of VAT
- 4.2 The supplier shall submit an invoice at the point of or after delivery in accordance with the delivery terms stated on the order

4.3 Payment will be in accordance with pre-agreed terms between purchaser and supplier, in the absence of such terms the purchasers default terms of 60 days net monthly from receipt will apply

4.4 Pro-forma payments do not imply the purchaser’s satisfaction that the supplier has met the requirements laid out in these terms and conditions, only when goods or services are received and found conforming under sections 3 & 5 will the purchase order be deemed satisfied

5. DELIVERY

- 5.1 Delivery shall be made to NEC Engineering Ltd, The Glover Centre, Egmont Street, Mossley, Lancashire, OL59PY
- 5.2 Upon delivery of each consignment of products or services the supplier shall supply all related documentation required by the order including but not limited to delivery notes, certificates of conformity, material certificates and test certification
- 5.3 All products must be properly and securely packaged to meet the requirements of the purchase order and appropriate to the product
- 5.4 If the provisions of this clause 5 are not met then NEC shall bear no obligation to accept the delivery

6. ACCEPTANCE OF PRODUCT OR SERVICE

6.1 If NEC is not satisfied that the product or service has been delivered in accordance with the purchase order or specification documents, NEC may, at its absolute discretion: reject the product or service in whole or in part and or give notice to the supplier to repair or replace without delay at the supplier’s expense and risk

7. RISK AND TITLE

- 7.1 Risk in the product will pass to NEC upon delivery
- 7.2 Title in the product will pass upon acceptance in accordance with clause 6

8. COUNTERFEIT MATERIALS

8.1 The supplier agrees and shall ensure that counterfeit products are not delivered to NEC

8.2 The supplier shall, unless expressly directed otherwise by NEC, only purchase products to be delivered or incorporated as products to NEC directly from the original component or equipment manufacturer or through an authorised distribution chain, materials or products shall not be purchased from independent distributors or brokers unless approved in advance by NEC in writing

8.3 If requested by NEC the supplier shall provide documentation that authenticates traceability of the product or material to the applicable original component, equipment, or material manufacturer

8.4 If the supplier becomes aware or suspects that it has furnished NEC with counterfeit product, the supplier will immediately notify NEC with all the pertinent facts

8.5 If any product delivered under the purchase order constitute or include counterfeit product, the supplier shall, at its own expense, promptly replace such counterfeit product with genuine product conforming to the requirements of the order

8.6 Notwithstanding any other provisions within the order, the supplier shall be liable for all costs relating to the removal and replacement of counterfeit products and the reinstallation of any exchanged replacement product, the remedies contained in this clause are in addition to any remedies NEC may have in law, equity or under any other provisions in the order

9. SAFETY CRITICAL PRODUCT

9.1 The purchase order will state (S1/ S2/S3) safety critical status, only suppliers who have received NEC MSR-001 QCP406 are permitted to supply materials for S1 safety critical components, the supplier must comply with all the requirements set out within the MSR-001 specification

10. WARRANTY

10.1 The supplier warrants the product shall be provided in accordance with the order, free from defects in design, materials, and workmanship, with reasonable care and skill, in accordance with generally recognised standards in the industry and in compliance with all applicable laws and regulations

10.2 The warranties in 10.2 shall continue for twelve months from the date of acceptance of the products in accordance with clause 6

10.3 if there is a defect in the product during the warranty period, the supplier shall refund the purchaser the price of the defect product or repair or replace the defective product at the supplier’s expense and risk, warranty shall continue for twelve months from the date of the repaired or replaced product.

11. ETHICAL CONDUCT

11.1 The seller will conduct all 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: Basic human rights, fair wages, and non-discrimination in employment, health & safety, environmental protection, fair competition and antitrust, anti-bribery and corruption, UK REACH requirements of communication

11.2 The seller is expected to self-monitor its compliance with the above-mentioned standards of conduct and to promptly notify NEC in the event of any non-compliance or suspicion of non-compliance with the code or any anti-bribery and corruption legislation that could affect the suppliers’ activities with NEC

12. MODERN DAY SLAVERY AND HUMAN TRAFFICKING

12.1 NEC Engineering Ltd is committed to driving out acts of modern-day slavery and human trafficking within its business and requires its supply chain to adopt the same view.

The company will not deal with any business knowingly involved in slavery or human trafficking

13. INTELLECTUAL PROPERTY

13.1 Except to the extent the goods are supplied in accordance with the specifications provided by the purchaser, it shall be a condition of the purchase order that none of the goods will infringe on any patent, trademark, 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) as a result of any breach of this condition 13.1

14. CONFIDENTIALITY

14.1 The supplier shall not disclose any details of the order when informed of its confidential nature to any third party without the purchaser’s consent

14.2 All documents and information remain the property of NEC, the supplier shall not use, nor permit any third party to use, such documents or information for any purpose whatsoever other than the fulfilment of the order

15. INDEMNITY

15.1 The supplier shall indemnify and hold NEC harmless against all liability, loss, claim, costs, or damages of any nature whatsoever incurred by NEC because of or in connection with:

The suppliers breach of the order, the supplier’s failure to comply with clauses 8 & 14 of these conditions

15.2 Any acts, omissions, or defaults of the supplier in connection with the provision of the supply and the suppliers breach of any statutory obligations

15.2 nothing in these conditions or the purchase order shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation

16. LIABILITY

16.1 The purchaser reserves the right to claim damages in the event of late delivery, faulty goods, loss of time, money, and replacement components

17. INSURANCE

17.1 The supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for purchases of this nature and covering all matters which are the subject of indemnities under these conditions

18. TERMINATION

18.1 NEC may terminate the order at any time for convenience on giving the supplier written notice, provided that in such case NEC agrees to reimburse the supplier for any cost which the supplier can prove it has reasonably incurred as a direct consequence of such an early termination which shall be full and final settlement of such an early termination or if the supplier fails to comply with any of its obligation under the order and, if such breach is capable of any remedy, the supplier fails to rectify the breach within 30 days of written notice by NEC requiring the remedy or the supplier is, or for statutory purposes is deemed, or appears to be, unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities, or the supplier itself presents a petition, for the winding up or administration of the supplier or the supplier is or may be unable, in NEC’s reasonable opinion, to perform its obligations under the order. Termination of the order, howsoever arising, shall be without prejudice to the right and/or obligations of either party accrued prior to such termination and those terms within these conditions which are intended to survive termination shall continue to apply, including, without limitation clauses 8, 13, 14, 15.

19. WAIVER

The failure or delay of a party to exercise any right or remedy provided under the order or these conditions or by law shall constitute a waiver of that right or remedy, nor shall it preclude or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that right or remedy.

20. SEVERABILITY

If any of the provisions of the order and these conditions are found to be invalid, illegal, or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or similar purpose.

21. ENTIRE AGREEMENT

The order constitutes the entire agreement between the parties with respect to items contained within the order and supersedes all other agreements between the parties, whether made orally or in writing, if nothing in this clause excludes liability for fraudulent misrepresentation.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A third party who is not a party to the order shall have no rights under the contracts to enforce any term contained within the order. This clause does not affect any rights of a third party which exists outside of the act.

23. LAW AND JURISDICTION

The order, and any obligations arising out of and in connection with the order, shall be governed by and construed in accordance with the laws of England and Wales

If there is any dispute arising out of or in connection with the order, the parties shall use reasonable endeavours to reach an amicable resolution. For any dispute, if a resolution cannot be reached, the matter will be referred to and resolved by arbitration under the rules of the London court of International Arbitration and the rules are deemed incorporated herein by reference within this clause