

## CYRUS-BRADFORD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### DEFINITIONS

"The buyer" shall mean the Cyrus – Bradford Company named on the purchase order.

"The Supplier" shall mean the person, firm or company to whom the Purchase Order is addressed.

"The Purchase Order" shall mean the Buyer's signed official order with all the attachments thereto as issued to the supplier.

The "Contract Works" shall mean the goods, materials, equipment and services which are the subject matter of the contract.

"The Contract" shall mean the Purchase Order together with all drawings sent by the Buyer to the Supplier to carry out the Contract and your acceptance of our order.

### 1. PURCHASE ORDER

- a) The Buyer will only recognise Contracts that are based on the Buyer's Purchase Order, duly signed on behalf of the Buyer. The Buyer will not accept any responsibility for an amendment to the Purchase Order unless it is issued in writing and signed on behalf of the Buyer.
- b) The Provisions of the Purchase Order constitute the entire agreement between the parties and all other terms expressed or implied by the statute or common law are hereby excluded to the extent permitted by law. Any conditions of contract to which the Supplier's tender or acceptance of order is subject are expressly excluded.
- c) In the event of any conflict between any of the documents forming the contract, the Buyer's decision shall be final.

### 2. SCOPE OF THE CONTRACT WORKS

All services and materials necessary for the satisfactory execution of the Contract are included in the price of Contract, together with any procedures that it is reasonable to infer are necessary unless expressly excluded, and the price of the Contract covers all payments of any kind to be made to any other person or authority.

### 3. DRAWINGS AND TOOLS

The supplier shall prepare and submit to the Buyer such drawings as are required for the contract works. Drawings shall be subject to approval by the Buyer, but such approval shall not relieve the Supplier of any of his responsibilities under the Contract. The Supplier shall supply reproducible copies of each drawing on his own paper and at his own expense.

Any drawings issued to the Supplier by the Buyer are on loan only and shall remain the exclusive property of the Buyer. Any information given to the Supplier for his execution of the Contract works shall not be loaned, copied or given to any third party without the Buyer's permission.

All the drawings and tools supplied or paid for by the Buyer shall remain the Buyer's property, shall not be disclosed to any other person or company and shall be delivered to the Buyer upon demand. Such articles shall not be used for any purposes other than the Contract works.

### 4. TIME OF EXECUTION OF WORK

The Supplier shall complete the Contract Works by the time stated in the Contract. This provision is a fundamental term of the Contract, and failure to deliver on time shall entitle the Buyer to end this Contract immediately and be compensated by the Supplier for all consequence of having had to do so. The Buyer may require the Supplier to execute the Contract Works in such order as the Buyer may decide. The Supplier shall submit progress reports monthly.

### 5. INSPECTION, TESTING AND QUALITY

- a) All Materials for the Contract works shall be new, except Where the Buyer has agreed otherwise. The Buyer shall at all Reasonable times have access to any premises to inspect the Contract Works.
- b) The Buyer may at any time reject all or any portion of the Contract works that he considers defective or inferior in quality of material, workmanship or design. Any portion so rejected shall be immediately rectified or replaced by the Supplier at his expense.
- c) With regard to repair or replacement of defective or inferior supply, the Supplier shall be solely responsible for all costs of dismantling, replacing and re-installing the rejected Contract works.
- d) The Supplier shall carry out such test on the Contract Works, at his own expense, as the Buyer requires. At least seven days' notice shall be given to the Buyer when any part of the Contract Works is ready for inspection or test.
- e) No inspection, test or acceptance shall relieve the Supplier from his responsibility under the Contract for the quality of material and workmanship. The Supplier shall supply free of charge certificates of analysis, test or inspection.

### 6. DELIVERY

- a) The Contract Works shall be delivered carriage paid to the point of delivery specified on the Purchase Order on the date specified therein. The buyer may refuse part only deliveries unless previously agreed.
- b) Unless otherwise agreed in writing, packing material will not be paid by the Buyer.
- c) The Contract Works will be at the risk of the Supplier until delivered to and inspected by the Buyer at the point of delivery.
- d) Delivery may be suspended at the Buyer's written instruction at no additional cost either because of unforeseen events affecting the Buyer or as a result of an act or omission by the Buyer's customer.

### 7. TRANSFER OF PROPERTY

The Contract Works shall become the property of the buyer upon acceptance of delivery. If under the Contract any part of the price is payable before delivery, the ownership of all Material allocated for the Contract Works shall vest in the Buyer when it is so allocated and The Supplier shall mark the material accordingly.

### 8. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign or transfer the Contract. Subject to the Buyer's prior written consent the supplier may sub-contract any part of the Contract. Such consent by the Buyer shall not Release the Supplier from his obligations under the contract.

### 9. FREE ISSUE MATERIAL

The Supplier shall be responsible for all material issued free to him by the Buyer or the Buyer's Customer. He shall replace at his own cost all such material which is lost or damaged and shall return all material which has not been used in executing the Contract Works.

### 10. REGULATIONS AND STANDARDS

The Contract Works shall comply in all respects with all regulations of any relevant Government or public authority or British Standard Specification or code or regulation applying to the Execution of the Contract Works. The Contract Works shall be carried out with reasonable skill and care in accordance with best engineering practice and usage, and will be fit for their purpose.

### 11. INDEMNITY

To the full extent permitted by applicable law, The Supplier will indemnify The Buyer, its directors, officers and employees for all expenses (including professional fees, settlements and judgements) incurred by Buyer in connection with all claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) that are related in any way to the Supplier's Representations, performance or obligations under the Purchase Order, including claims based on The Supplier's breach of warranty and claims for any related violations of any applicable law, Ordinance or regulation or government authorisation or order. The Supplier's obligation to indemnify under this section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except to the extent of the negligence of the Buyer.

### 12. INSURANCE

The Supplier shall at his own expense insure and keep insured all materials and equipment belonging to the Buyer or the Buyer's customer at, or in transit to or from, his premises against loss or damage howsoever arising, to the replacement value of the material or equipment in question. The Supplier shall produce as and when required by the Buyer the relevant policy or policies of insurance and premium receipts.

The Supplier shall hold the Buyer harmless against claims by the Supplier's employees or agents Or sub-contractors except to the extent of the sole negligence of the Buyer, and against claims by the Buyer's employees or any third party resulting from the Supplier's negligence or failure to properly execute the Contract Works.

### 13. INDUSTRIAL PROPERTY RIGHTS

The Supplier shall hold the Buyer harmless against all claims, and expenses arising out of the alleged infringement of any industrial property rights by the Buyer or his customer using the Contract Works.

### 14. MODIFICATIONS AND EXTRA WORK

The Buyer may require the Supplier by written notice to make modifications to the Contract Works. If such modification would involve him in extra cost, he shall notify the Buyer before proceeding. If the Buyer confirms his instructions, the price of the Contract and the obligations of the Supplier may be modified as mutually agreed.

### 15. SUPPLIER'S INSOLVENCY OR DEFAULT

The Buyer may end the Contract and, at the expense of the Supplier, complete the Contract Works, or re-contract them elsewhere, or make such substitutions as he considers Necessary, without delay if the supplier dies or commits an act of bankruptcy or being a Corporation becomes insolvent or has an administration order made or a receiver appointed, or after 7 days' notice if it appears to the Buyer that the supplier is not executing the Contract Works in accordance with the contract, or not proceeding fast enough to ensure the reasonable instructions of the Buyer, or commits any other breach of Contract.

### 16. TERMS OF PAYMENT

Unless otherwise specified, payment will be made by the Buyer in pounds sterling at the end of the month following that in which a valid invoice is received. All invoices shall show the Buyer's Purchase Order number.

### 17. EXTENSION OF TIME

Should it appear likely that the execution of the Contract works may be delayed through any cause which the Supplier cannot control, he shall immediately give notice thereof in writing to the Buyer and the Buyer may extend the date of completion as far as he thinks reasonable.

### 18. DEFECTS LIABILITY PERIOD

The Supplier shall be responsible for remedying at his own expense all defects that may arise in the Contract Works through faulty design, workmanship or materials within a period of 12 months from the date when the Contract Works have been put into commercial operation by the Buyer or the Buyer's customer. The Supplier shall warrant any specified level of equipment performance. The Buyer shall have the right to assign all rights under the warranty to its customer. If any defects are not remedied by the Supplier within a reasonable time, the Buyer may do so at the sole cost of the Supplier.

### 19. PUBLICITY

The Supplier shall not permit any information about the Contract to be published without the Prior written consent of the Buyer.

### 20. EXCLUSIVE MANUFACTURE

If the Contract Works are made to drawings, specifications or designs provided by the Buyer, the Supplier shall manufacture them exclusively for the Buyer and no detail or information in any form from such drawings, specifications or designs shall be used on behalf of, or disclosed To, any other person.

### 21. TERMINATION FOR CONVIENCE

The Buyer may cancel the Contract whether in whole or in part by written notice to the Supplier at any time. In such cases the Buyer shall pay the reasonable costs of the Supplier in terminating his commitments to third parties. The parties may vary or cancel this agreement without the Consent of any third party referred to in this Contract.

### 22. LAW

The Contract shall be governed and construed in accordance with English Law.