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**General Conditions of Purchasing and Supply (Goods and Services)**

These Conditions may be varied only with the written agreement of the Purchaser. No terms or conditions put forward at any time by the Supplier shall form any part of the Contract and these Conditions will override and take the place of any terms and conditions contained in any document or communication used by the Supplier. [If an Order includes any Special Terms which conflict with any of the conditions set out below, the Special Terms will take precedence.]

**1 DEFINITIONS:**

1.1 In these Conditions and all other documents the following words and phrases shall, save where the context otherwise requires, have the following meanings:

- ‘Order’ – meaning the Purchase Order in which these Conditions are referenced
- ‘The Company’ meaning Cursor Controls Ltd
- ‘The Seller’ meaning the company on whom the Order is placed
- ‘Goods’ meaning the goods and/or services which form the subject matter of the order.

**2 ORDER AND ACCEPTANCE**


- 2.1 If there is a Procurement Agreement, the Seller will be bound to supply any Goods the subject of an Order placed by the Company within its provisions. In the event of a conflict between these General Conditions and the provisions in the Procurement Agreement, the latter shall prevail.
- 2.2 The Company shall not be bound by the terms of any Order unless placed by the Company on its Standard Order Form and acknowledged by the Seller in writing, provided the Company may confirm in the proper form an Order previously placed informally in which case these terms shall apply.
- 2.3 Notwithstanding any stipulations to the contrary by the Seller any Order placed shall be deemed to have been placed and accepted subject to these terms and only to these terms subject only to agreed alterations under Condition 26.

**3 CLARIFICATION OF ORDER**

- 3.1 Where there is any uncertainty or ambiguity upon any point arising under this Order the Seller shall seek the instructions of the Company on the point and act in accordance with the Company’s direction.
- 3.2 For this purpose, members of the Company’s Board of Directors, the Purchasing Manager or his authorised representative are the only personnel authorised to give instructions on behalf of the Company.

**4 VARIATION**

- 4.1 The company shall not be obliged to accept Goods in variance with the terms of the Order (whether by price, quantity or by time and place of delivery or by substitution of materials in any way whatsoever) unless such variation has previously been agreed in the manner provided in Condition 26 below.

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## 5 PRICE AND PAYMENT

- 5.1 The price of the Goods and/or Services shall be included in the Order and is fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage, insurance and other disbursements) and no increase will be accepted by the Purchaser unless agreed by it in writing before the execution of the Order.
- 5.2 The Purchaser shall pay the Supplier the VAT chargeable on the Goods and/or Services provided in accordance with the Contract.
- 5.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render any appropriate invoice to the Purchaser at monthly intervals in arrears during the Term and each invoice shall contain all appropriate references to the Goods and/or Services to which it relates, the Purchase Order number and a detailed breakdown of what has been provided and the relevant price and shall be supported by such other documentation as the Purchaser may reasonably require.
- 5.4 Payment terms are 30 days End of Month. Payment (unless terms are stated in the Order) shall be made at the end of the month following the month in which delivery was completed.
- 5.5 Without prejudice to any other right or remedy the Purchaser may have, the Purchaser reserves the right to set off:
- a) Any amount payable to the Supplier under the Contract in respect of any Goods and/or Services that the Supplier has failed to provide or provided inadequately; and/or
  - b) Any sums due from the Supplier to the Purchaser (including any sum that the Supplier is liable to pay in respect of breach of contract) whether under the Contract or in any other agreement which may exist between the Parties from time to time.

## 6 DELIVERY

- 6.1 Delivery shall be made at the place to the person and in the manner specified in the Order or (if none) as directed by the Company.
- 6.2 At the time of delivery the Seller will obtain from the Company's representative nominated to accept delivery a detailed, quantified, signed receipt for Goods delivered. In the absence of such receipt the Company's representative's evidence as to the Goods that were delivered and their state and other circumstances of the delivery shall be conclusive.
- 6.3 Physical delivery of Goods to and acknowledgement of receipt thereof by the company (whether or not in the prescribed form) shall not be deemed to be acceptance of a variation in the Order which has not been agreed in the prescribed manner nor a waiver of any defect in the Goods or in the packing thereof or completion of the Order generally.
- 6.4 Time for delivery of the order shall be of the essence.
- 6.5 Upon breach by the Seller of any of the terms relating to place, manner and time of delivery the Company shall have the right without liability or penalty and without waiving any of its other rights and remedies by notice to the Seller to cancel the order in whole or in part and to purchase replacement Goods elsewhere and recover from the Seller any loss or damage incurred.

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- 6.6 If delivery is made ahead of schedule the Company may at the Seller’s risk and expense return the Goods to the Seller or retain them or place them in the hands of third parties for storage (at the Seller’s risk) and charge for or pass on the cost of such storage.
- 6.7 If the Order includes or refers to a delivery schedule the Company shall have the right at any time to vary or extend the delivery schedule (without prejudice to any rights it may have to cancel outstanding parts of this Order).
- 6.8 If at any time the Seller anticipates that he will be unable to meet a required delivery schedule he shall immediately so inform the Company and put forward a detailed recovery programme with timing for due corrective action to be achieved. The Company shall thereupon have the following rights (such rights to be without prejudice to each other and without prejudice to the Company’s other rights):
- a. To agree a new delivery schedule with the Seller (in accordance with the Seller’s recovery programme or otherwise) which once agreed in writing between the parties shall become binding subject to 6.5-6.8 above and/ or
  - b. To cancel the Order in whole or in part with the same consequences as are provided in 6.6 above.

## **7 TRANSPORT**

- 7.1 The Seller shall provide transport by the route and means specified (if any) in the Order. Subject to the particular requirements of the Order such transport shall be of a type and quality suitable to the nature and the quality of the Goods taking account, where appropriate, of the perishable, fragile or other special qualities of the Goods. In any event, goods in transit shall be at the risk of the Seller.
- 7.2 All Goods in transit shall be covered by an adequate and suitable insurance. In any case where the Seller fails promptly to demonstrate upon request to the satisfaction of the Company that they are so covered the Company shall be entitled to arrange such insurance and debit the cost thereof to the seller.

## **8 DAMAGE IN TRANSIT**


- 8.1 The Supplier shall free of charge and as quickly as possible either repair or replace (as the Purchaser shall select) such of the Goods as may either be damaged in transit or having been replaced in transit fail to be delivered to the Purchaser provided that:
- a) In the case of damage to such Goods in transit, the Purchaser shall within 30 days of delivery give notice to the Supplier that the Goods have been damaged;
  - b) In the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the dispatch of the Goods) within 10 days of the notified date of delivery give notice that the Goods have not been delivered.

## **9 RISK AND TITLE**

- 9.1 Property and risk in the Goods shall pass to the Company on delivery notwithstanding that at such time the Goods may not have been paid for in full but without prejudice to Condition 13 below.

## **10 QUALITY**

- 10.1 It shall be a condition of any Order that the Seller will implement in full any quality control procedure stipulated by the Company. The Company shall be entitled to take reasonable steps to satisfy its self that the Seller is observing this Condition. If the Company on reasonable grounds is not satisfied that this Condition is being observed the Company may (without prejudice to its other rights including the right to reject the Goods

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altogether) at the expense of the Seller institute quality controls and the Goods shall not be deemed to have been delivered and accepted nor shall the Company be liable to pay for them until such controls are completed to the satisfaction of the Company. The Seller shall if required by the Company provide certificates of conformity with each and every delivery.


- 10.2 Raw materials used in the production of parts for Cursor Controls Ltd must be as approved and stated on the latest release drawing. No substitute materials or components are to be used without the written permission of Cursor Controls Ltd.

## 11 INSPECTION

- 11.1 Buyer reserves the right to inspect all Goods on or after the Delivery Date. All Sellers are required to meet or exceed a 95% quality acceptance. The Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. Seller is required to respond and take remedial actions 2 working days and inform the Buyer about proposed solution (please refer to section 12 below for details on remedial actions). However, the Buyer may also replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for any cause. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

## 12 REMEDIES

- 12.1 Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the seller fails to comply with, any of these terms and conditions, the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:
- a) To rescind the order
  - b) To reject the goods (in whole or part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the seller.
  - c) At the Company's option to give the Seller the opportunity at the sellers expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that these terms and conditions are fulfilled, or if that is not practicable for the Company, the Company shall be entitled to source substitute goods from an alternative supplier in which case the Seller shall pay any increase in the difference in cost of purchasing such Goods from an alternate supplier.
  - d) To refuse to accept any further deliveries of the Goods but without any liability to the Seller.
  - e) To carry out at the Sellers expense any work necessary to make the Goods comply with the Contract
  - f) To claim such damages as may have been sustained as a consequence of the Seller's breach of these terms and conditions.

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### 13 CREDITS

13.1 Any credit properly claimed by the Company in respect of short deliveries, incorrect pricing, returns of excess or defective goods or in respect of storage or rectification or other charges which under the provisions hereof may be passed on to the Seller shall constitute a debt due and payable by the Seller to the Company within seven days of the Company's invoice or other notification thereof to the Seller ( without prejudice to the right of set-off contained in the previous Condition). The Seller shall not return Goods after rectification or by way of re-supply without first crediting and re-invoicing such Goods.

### 14 THE COMPANY'S PROPERTY

14.1 All materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Seller or used by the Seller specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Company but shall be held by the seller in safe custody at its own risk and maintained and kept in good condition by the seller until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

### 15 ACCESS TO SELLER'S PREMISES

- 15.1 The Purchaser's representatives will have access during working days and hours, subject to reasonable advance notice:
- a) To the premises where the Products are manufactured, whether these are the Purchaser's premises or those of the Purchaser's subcontractors;
  - b) To any technical documentation relating to the Contract and/or the Product manufacturing industrial process,
  - c) The right, with the Supplier's assistance, to check the Product manufacturing progress status up to and including the Product acceptance tests performed on the Supplier's premises.
  - d) the right, with the Supplier's assistance, to monitor Product manufacture up to their acceptance on the Supplier's premises.


For this purpose, the Supplier shall help and facilitate the issuance of all necessary authorisations to access its factories and those of its subcontractors.

### 16 PUBLICITY

16.1 The Seller shall not without the prior written consent of the Company disclose to any third party for the purposes of advertising or promotion or for any other purpose the existence or any details of the Order.

### 17 CONFIDENTIALITY

17.1 The seller shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain, and the seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Sellers obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the seller.

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## 18 PATENTS, TRADE MARKS AND COPYRIGHTS

18.1 The Seller warrants and agrees that that the Goods and the sale or use by the Company or its customers thereof do not and will not infringe any patent, copyright or trade mark right or any other third party right whatsoever. The Seller shall forever defend, indemnify and hold harmless the Company, its successors and assigns and any of its customers and all persons claiming under the Company from and against any and all liability, claims, actions, losses, damages and expenses of any kind including without limitation legal expenses by reason of actual alleged infringement or contributory infringement of any domestic or foreign letters patent or any copyright, trade mark or trade name or other third party rights arising in any way out of or connected with the Order including without limitation by reason of the manufacture, delivery, use or sale of goods supplied under the same. This provision shall apply notwithstanding any of the said claims, actions or suits shall ultimately be determined to be unjustified or to have been unfounded.

## 19 PRODUCT IMPROVEMENT


19.1 The Seller warrants that in the course of dealings leading to the Order, it has disclosed and made available to the Company all technical and other knowledge and expertise available to it and undertakes that so long as the order remains in force it will continue to do so including any innovations or improvements of which it or any of its employees become aware (the Company having the right to alter the Order to take account of such matters).

## 20 WORK ON COMPANY'S PREMISES

- 20.1 If fulfilment of the Order requires operations by the Seller, its employees, agents or contractors at the premises of the Company or any third party:
- a) It shall be the Seller's responsibility arrange such operations to take place at a time and in a manner convenient to the occupier(s) of the premises
  - b) The Seller shall ensure that the individuals carrying out such operations comply with site rules and reasonable requirements of the Company, and are competent, courteous and presentable.
  - c) Without prejudice to the foregoing, the Seller shall be entirely liable for the correct and proper discharge by such persons of the tasks which are required to be done and for the conduct and acts and omissions of those persons while on the said premises generally.
  - d) The Seller shall be entirely responsible for any loss, damage or injury caused or suffered by any such person so long as he is on any such premises or in transit to or from such premises and shall indemnify and save the Company and occupier harmless against any losses, claims, damages or expenses by reason of any such matter. The Seller shall produce to the Company, upon request, copies of the relevant certificates of insurance currently in force.

## 21 INSURANCE

- 21.1 The Seller shall insure and at all times maintain insurance with an Insurance Company approved by the Company against all usual and other risks including inter alia insurance for public liability, third party liability, employers liability and product liability and against all liabilities (whether liabilities arising under contract tort or otherwise) it may have to the Company under the Order including cover for loss or damage to the Company's property from time to time in the custody of the Seller, and will:
- a) Insure in the joint names of the Seller and Company; and
  - b) Produce to the Company a copy of any appropriate policy together with a current premium receipt.

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## 22 WARRANTIES

22.1 All Goods supplied under the Order shall be deemed so supplied with the benefit of the following Warranties

- a) That the Goods and all materials used in their manufacture correspond in every respect to any relevant sample pattern, drawing, specification or description.
- b) That the Goods and every part thereof are merchantable and free from defects in workmanship, materials and design, shall perform to specification and (in so far as not expressly specified) to the generally accepted standards for Goods of that kind and are fit and sufficient for the purpose for which they are intended by the Company (which the Seller shall be deemed to know).
- c) That the Goods comply in all respects with all relevant legal requirements at the place and time of delivery and where the Goods are to be sold by the Company (whether or not incorporated into other products) that the Goods will so comply with any legal requirements which apply on such sale and will not give rise to any claim against the Company under consumer protection or product liability laws in force in any relevant place.
- d) That the performance by each party of its obligations under the Order will not contravene nor require any license or consent under any relevant law, regulations, exchange control or other requirement of either the country from which the Goods or materials are used or originate or the country in which the Seller is resident or domiciled or the country in which payment of the purchase price is to be made:
- e) that on delivery and at all material times thereafter the Seller will supply the Company with all necessary instructions and all prudent recommendations for and in relation to the proper and safe operation and / or use of the Goods.


22.2 Costs and expenses or any remedial action or services as described above shall be the sole responsibility of the Seller and in particular but without prejudice to the generality of the foregoing the Seller shall bear and pay for all expenses arising from provision of skilled engineers and personnel aforesaid including all fares and other travel expenses, travelling time, labour costs and time, accommodation and food and other ancillary expenses.

22.3 The Warranties and remedies above provided are in addition to and without prejudice to the Company's other rights and remedies under these Conditions or under the general law and shall survive acceptance of and payment for the Goods.

## 23 INDEMNITY

23.1 The seller shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of, or in connection with:

- a) Defective workmanship, quality or materials;
- b) An infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
- c) Any claim, made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller

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## 24 TERMINATION AND CANCELLATION

- 24.1 The Company shall have the right at any time and for any reason to terminate the Order to which these terms refer, in whole or part, by giving the Seller written notice whereupon all work on the order shall be discontinued and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 24.2 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Order forthwith if
- a) The Seller commits a material breach of any of the terms and conditions of the purchase order;
  - b) The Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a floating charge holder (as defined in Paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Seller or for granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller;
  - c) The Seller ceases or threatens to cease to carry on its business
  - d) The financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 24.3 The termination of the Order, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or implied have effect after termination shall continue to be enforceable notwithstanding termination.

## 25 ASSIGNMENT

- 25.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 25.2 The Company may assign the Contract or any part of it to any person, firm or company.


## 26 SERVICES

- 26.1 In relation to any services or advice given by the Seller to the Company in the course of or in connection with the Order or previous negotiations or any Goods delivered under any Order, including advice or services given prior to as well as after delivery of Goods, the Seller hereby acknowledges that the Company relied and was entitled to rely upon the advice or services as being competent and correct and given by properly qualified persons exercising sound skill and judgement.

## 27 GOVERNING LAW

- 27.1 This Order and all other dealings between the Company and the Seller shall be governed by and interpreted according to the laws of England and subject only to provisions below relating to arbitration. The Seller hereby submits to the non-exclusive jurisdiction of the Courts of England.



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**28 FORCE MAJEURE**

28.1 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**29 EXPORT COMPLIANCES**


29.1 Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Seller will take all reasonable steps to minimize Customs Duties costs. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Buyer is fined, Seller agrees to pay the fine and costs incident thereto or reimburse Buyer for payment.

**30 MISCELLANEOUS**

30.1 The headings to these Conditions shall not affect the interpretation thereof

30.2 Where anything in these General Conditions conflicts or is inconsistent with any specific agreement evidence in writing in the Order such specific agreement shall prevail over these conditions

30.3 Any provision of these Conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these Conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these Conditions.

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**31 DOCUMENT HISTORY**

Issue	Date	Author	Remarks
A	05/10/2018	MB	Document transferred into new quality document system
B	20/08/2024	NS	Export control / Inspection added