

## Terms and Conditions of Purchase

This document specifies the Terms and Conditions of Purchase which apply when Future Advanced Manufacture Ltd purchases goods or services from a Supplier.

### 1 Definitions

In these conditions of purchase (unless the context otherwise requires) the following words have the following meanings:

**"Blanket Order"** means an indication by FutureAM that it might purchase as yet unspecified quantities of Works, Goods or Services at some stage; it is **not a legally binding commitment** by FutureAM to purchase any Works, Goods or Services. It is not the same as an 'Order' defined below.

**"Buyer"** means FutureAM's purchasing officer, specified on a Purchase Order.

**"Company"** means Future Advanced Manufacture Ltd, also referred to as FutureAM.

**"Conditions"** means the conditions set out below and overleaf.

**"Contract"** means an Order and the Supplier's acceptance of an Order.

**"Currency"** means the currency as stated on the Order or the currency of the country in which the Supplier has its principal place of business or such other currency as the parties may agree in writing from time to time.

**"Goods"** means any work, goods or services to be purchased by FutureAM from the Supplier pursuant to an Order (including but not limited to any part or parts of them, any raw materials, finished or semi-finished materials, machinery, parts, spares or commodities and any materials, articles or commodities supplied in connection with the services).

**"Order"** means a purchase order relating to any Works issued by FutureAM to the Supplier on FutureAM's official order form.

**"Schedule"** has the same meaning as Order

**"Services"** means the work and/or services (or any of them) to be performed by the Supplier for FutureAM pursuant to an Order.

**"Supplier"** means the company, firm, body, or person to whom the Order is addressed.

**"Works"** has the same meaning as Goods and/or Services.

### 2 Application of Terms

2.1 Subject to clause 2.5 these Conditions are the only conditions, to the exclusion of all other terms and conditions (including the Supplier's terms and conditions which the Supplier may purport to apply) on which FutureAM is prepared to deal with the Supplier and they will govern the Contract and all FutureAM's future purchases from the Supplier to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions or statements made prior to the Contract or during the course of negotiations are included in the Contract and/or are applicable to the Contract unless stated otherwise in writing and contained in the Contract

2.3 No terms or conditions endorsed upon, delivered with or referred to in any quotation or other similar document delivered or sent by the Supplier to FutureAM will form part of the Contract.

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2.4 Any reference to the Supplier's quotation or other similar document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such quotation or other similar document will have effect to the exclusion or amendment of these Conditions.

2.5 Any variation or waiver of or addition to these Conditions will have no effect unless expressly agreed by both parties in writing, signed by a duly authorised representative of both parties.

2.6 Each Order for Goods by FutureAM from Supplier shall be deemed to be an offer by FutureAM to buy Goods or Services subject to these conditions. Therefore no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer. A supplier who fulfils an order in whole or in part is deemed to have accepted the terms and conditions of such order.

### 3 Blanket Orders

Where FutureAM places and the Supplier accepts a Blanket Order, the Supplier binds itself to supply such of FutureAM's requirements of the Works as FutureAM may from time to time specify in Schedules. Until the receipt of a Schedule the Supplier is not authorised to commence the manufacture, production or performance of the Works and FutureAM will not be held liable for any loss due to any unauthorised work undertaken by the Supplier. FutureAM will not be liable for loss of profits or any potential loss of profits of the Supplier should the value or amount of Works actually ordered in the Schedules not be equivalent to the figures as estimated on the Blanket Order or as estimated during negotiations. The following specific terms in this clause 3 will apply only to Schedules.

3.1 Should FutureAM cancel a Schedule within one month of the date of delivery FutureAM accepts liability for loss incurred by the Supplier caused as a direct result of the cancellation to a maximum amount equivalent to the cost price of the Goods and/or Works manufactured, as at the date of cancellation, to meet the first month's requirements as stated on such Schedule. If FutureAM reduce quantities ordered in such Schedule within one month of the date of delivery the compensation for the Supplier will be calculated in accordance with this clause 3.1 and will be proportional to the amount by which such Schedule is so reduced.

3.2 If FutureAM cancel the quantity on a Schedule within two months of the date of delivery FutureAM accept liability for loss caused as a direct result of the cancellation of such Schedule to a maximum amount equivalent to the cost price of the materials requested to meet the anticipated requirements for the first month as stated on the Schedule where such requested raw materials and parts cannot be cancelled by the Supplier or the materials requested used by the Supplier to fulfil other orders of the Supplier or sold by the Supplier to a third party. If FutureAM reduce such Schedule within two months of the date of delivery the compensation for the Supplier will be calculated in accordance with this clause 3.2 and will be proportional to the amount by which the Schedule is so reduced.

3.3 If FutureAM requests the quantity of Goods and/or materials cancelled or reduced as per clauses 3.1 or 3.2 to be stored by the Supplier until they can be used to fulfil other or further FutureAM requests the Supplier will store the Goods and/or materials and FutureAM will pay all reasonable storage costs for the avoidance of doubt such costs to be agreed in writing between the Parties.

3.4 If FutureAM cancel or reduce the quantity on a Schedule three months before the date of delivery FutureAM accepts no liability for any loss suffered, by the Supplier howsoever caused, for cancellation of the Schedule.

### 4 Product Conformance

The Supplier warrants that the goods shall at the time of delivery conform to the contract specification and be free from any patent defects in workmanship and materials.

4.1 At any time before delivery of the Works FutureAM (or FutureAM's customer or any other representative or nominee of FutureAM) may inspect or test the Works at any reasonable time and the Supplier will arrange for reasonable facilities at and access to all premises where such Works are located.

4.2 If the results of such inspection or testing cause FutureAM (or FutureAM's customer or any representative or nominee of FutureAM) to be of the reasonable opinion that the Works do not or will not conform with the Contract,

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the Order or to any specifications or patterns supplied or advised by FutureAM to the Supplier, then in addition to the remedies in clauses 4.7 below FutureAM () is entitled to inform the Supplier and the Supplier must immediately without any extra cost to FutureAM take all steps and action as is necessary to ensure such conformity and compliance. The Supplier may:

- (a) replace the goods found not to conform to the warranty, or
- (b) take such steps as the Supplier deems necessary to bring the goods into a state where they are free from such defects, or
- (c) take back the goods found not to conform to the warranty and refund a proportionate part of the purchase price.

4.3 If the Supplier does not immediately take such action as may be necessary to ensure conformity under clause 4.2 FutureAM may without prejudice to any other right or remedy that it may have cancel the relevant Order or any part or parts of it without any further liability to the Supplier.

4.4 The Supplier will give FutureAM adequate notice of any works tests, which the Supplier may conduct. FutureAM and its customers will be entitled to attend such works tests if it gives the Supplier reasonable notice.

4.5 The Supplier will promptly provide FutureAM with such test results or certificates as FutureAM or its customers may reasonably require from time to time.

4.6 Any inspection, testing, attendance or receipt of test results or certificates by FutureAM (or FutureAM's customer or any representative or nominee of FutureAM) will not relieve the Supplier of any obligation or liability under the Contract and will not imply any acceptance of the Works by FutureAM.

4.7 Without prejudice to any other right or remedy which FutureAM may have, FutureAM 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 FutureAM:

- (a) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier; and
- (b) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract.

4.8 Where the Company requires of the Supplier that any new, undeveloped or untried process to be carried out by the Company's nominated or approved subcontractor or processor, liability for loss or damage (whether direct indirect or consequential) howsoever arising in respect of this work shall be limited to the amount recoverable from this nominated subcontractor or processor, less the direct expenses incurred by the Supplier up to the time of this process.

## 5 Delivery

The Supplier will deliver the Works to FutureAM's principal place of business or to such other place of delivery as FutureAM may direct from time to time and notify the Supplier in writing on an Order, Schedule or other document (the "Delivery Address"). The Supplier will arrange for the carriage of the Works to the Delivery Address and delivery to any carrier will not be deemed as delivery to FutureAM. A Delivery will only be deemed complete when the Works have been unloaded at the Delivery Address.

5.1 The date for the delivery of the Works will be specified in the Order and/or Schedule. Unless otherwise agreed in writing FutureAM is not obliged to accept the delivery of any Works otherwise than on the due delivery date.

5.3 Unless otherwise agreed in writing deliveries will only be made during FutureAM's normal business hours.

5.4 The Supplier will ensure that each delivery is accompanied by:

- a) a Certificate of Conformance which warrants that the goods are free from defects and conform to the contract specification and
- b) a Delivery Note which shows the Order number, part number, drawing issue level, consignment quantity, number of packages, contents, (and in the case of part delivery, the outstanding balance remaining to be delivered) and
- c) any other information as FutureAM may request in writing from time to time.

5.5 The packaging of the Goods must comply with reasonably safety standards, be suitable for transit, mechanical handling and storage and must bear the part number, description and quantity of the contents, FutureAM's Order number and any other information as FutureAM may request in writing from time to time. The Supplier will ensure (at its own cost) that all Goods are properly packed so that they are delivered in perfect condition.

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5.6 The Supplier agrees to package and transport any dangerous Works in accordance with all relevant legislation and prominently mark such Works as dangerous.

5.7 The Supplier will be liable for all costs in relation to the transportation of the Works to the Delivery Address. Such costs include but are not limited to all modes of transport, carriage, freight, import controls, import/export duty, Vat, transshipment and community transit procedures, clearances, licences and consents, insurance etc. International Trade Terms (INCOTERMS) 2022 do not apply to the Contract all risks and responsibilities remain with the Supplier until delivery has taken place in accordance with this clause 5

5.8 If the Supplier does not comply with the provisions of clauses 5 and 9 of in these Conditions FutureAM may reject the Works.

5.9 Unless otherwise agreed in writing time for the delivery of the Works will be of the essence of the Contract and the Supplier will promptly notify FutureAM of any anticipated delay in the delivery of the Works. Where the Supplier fails to deliver at the agreed time and place the Supplier shall pay FutureAM for all additional time FutureAM personnel are required to work because of such late delivery and reimburse FutureAM for any transport costs incurred by FutureAM as a result of such late delivery. [Hourly rate of FutureAM personnel is £60].

5.10 Unless varied by prior written agreement, the Supplier will be liable for any loss or damage to the Works which occur during transit or upon delivery to the Delivery Address and the Supplier will replace free of charge such damaged Works at no extra cost to FutureAM.

5.11 The Supplier will not make and FutureAM will not accept any charge whatsoever for packing, packaging or containers of any description.

5.12 FutureAM will not be liable to the Supplier for any loss or damage to any packaging materials and cases supplied with the Works.

5.13 FutureAM will not be liable to return to the Supplier any packaging materials and cases supplied with the Works but will if requested by the Supplier agree reasonable arrangements for the collection by the Supplier of such packaging materials and cases.

5.14 The Supplier will arrange for the prompt collection of any packaging materials and cases to be collected by it under Clause 5.13.

5.15 If (for any reason) FutureAM is unable to take delivery of the Works and/or performance of the Services on the due delivery date the Supplier will store or arrange for the storage of the Goods for a reasonable time (at FutureAM's reasonable expense) and/or for the re-performance of the Services and will safeguard the Works and take all reasonable steps to prevent their deterioration until actual delivery.

5.16 FutureAM will not be responsible for any Works provided in excess of the Order and any excess will be and will remain at the Supplier's risk.

5.17 FutureAM will not be responsible for any failure to give notice to the Supplier and/or any carrier of any loss, damage, delay, detention or non-delivery.

5.18 The Supplier agrees to supply to FutureAM (on request) any and all necessary declarations and documents relating to the Works.

## 6 Risk and Ownership

6.1 The Goods will remain at the risk of the Supplier until delivery is completed in accordance with clause 6.2

6.2 Ownership in the Goods will pass to FutureAM on payment or when delivery is completed in accordance with clause 5.2 (whichever is the earlier, but without prejudice to any right of rejection or other right which may accrue or have accrued to FutureAM).

## 7 Price and Payment

7.1 The price of the Works will be stated in the Order and (unless otherwise agreed in writing) will be fixed for the duration of the Contract and will be exclusive of value added tax but inclusive of all other charges (including but not limited to charges for packaging, delivery, insurance and any special tests requested by FutureAM).

7.2 The Supplier may invoice FutureAM for the Works at any time after the delivery of the Works. Invoices must show FutureAM's order number, the supplier's despatch note number, date of shipment, quantity, FutureAM part number, description and the quantity of the Works. All invoices will be sent to Accounts Payable, Future Advanced Manufacture Ltd, Future House, Herrick Way, Staverton Technology Park, Cheltenham, England GL51 6TQ or other such address as FutureAM may notify the Supplier in writing.

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7.3 FutureAM will use reasonable endeavours to pay the price for the Works in the Currency within 45 days of the end of the month following the month in which FutureAM receives a valid invoice but time of payment will not be of the essence of the Contract.

7.4 All payments will be made by FutureAM without prejudice to FutureAM's rights should the Works prove unsatisfactory through non-conformance.

7.5 Any failure by the Supplier to comply with the instructions set out in the Contract may delay payment.

7.6 FutureAM reserves the right to set off any amount owing at any time from the Supplier to FutureAM against any amount payable by FutureAM to the Supplier under the Contract.

7.7 FutureAM will not be liable for the cost of any over deliveries of the Works.

7.8 FutureAM reserves the right not to accept any over deliveries of the Works.

7.9 The Supplier represents and warrants that the prices for the Works will be no less favourable than those which the Supplier presently, or in the future, offers to any other customer for the same or similar goods or services or works for similar quantities. If the Supplier offers a lower price for the same or similar goods or services or works to any other customer, then to the extent permitted by law, the Supplier will immediately offer FutureAM the same price for the Works on the same terms and conditions as was offered to the other customer.

## 8 Changes in Specification Etc.

FutureAM may at any time make written changes to the Contract including but not limited to changes in the drawings, specifications, and method of shipment, quantities, packaging or time or place of delivery. If any such change results in an increase in the cost of, or the time required for, the performance of the Contract an equitable adjustment will be made to the price, delivery date or both unless such changes are envisaged by the parties at the time the Contract was entered into. Any claim or adjustment by the Supplier must be approved by FutureAM in writing before the Supplier proceeds with such a change. For the avoidance of doubt nothing in this clause 0 will relieve the Supplier from the obligation of proceeding without delay in the performance of the Contract.

## 9 Quality

9.1 FutureAM relies on the Supplier's skill and judgement in relation to the Works and the Supplier warrants to FutureAM that the Works and any and all labelling and packaging will:

(a) conform in all respects to the quantity, quality, design, functionality, performance criteria, description, specification, stipulation or standard stated or referred to in the Order and any literature (whether orally in writing or in any of the Supplier's brochures catalogues and advertisements or of a promotional character or otherwise) issued in connection with the Works;

(b) conform in all respects to the FAME Handbook (quality assurance requirements for supply of goods and services)

(c) be capable of any standard or performance specified in the Order;

(d) be of first-class materials and workmanship and be executed with reasonable skill and care by properly qualified and experienced persons;

(e) be equal in all respects to any sample, patterns, drawings, demonstration or specification provided or given by either party (which has been accepted in writing by FutureAM);

(f) be fit and sufficient for any purpose indicated (either expressly or by implication) in the Order or as may be made known by FutureAM to the Supplier prior to the Contract being entered into;

(g) be so designed and manufactured as to be safe and without risk to health or property when properly used;

(h) include all necessary information about the use of the Works and all instructions and warnings relating to the Works as may be necessary for the safe use of the Works and for FutureAM to comply with its obligations under the Health and Safety at Work Act 1974;

(i) be of satisfactory quality and be free from defects (whether latent or patent) in design (to the extent that the Supplier is responsible for design), materials or workmanship;

(j) comply with the specifications, FutureAM's supplier handbook (which is available upon request), all relevant laws and regulations including environmental, orders, rules and codes of practice that may be in force in the United Kingdom, European Community and such other territories which FutureAM has informed the Supplier that the Works will be supplied from time to time or in which the vehicles incorporating the Works will be sold or which concern or are applicable to but not limited to the design, manufacture, processing, storage, testing, process of the Works; and

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(k) conform in all respects to any samples or patterns supplied to and accepted by FutureAM [and confirm to all copyrights applicable thereto].

9.2 The Supplier will provide all necessary information in connection with the design, testing and use of the Works (whether or not such information is requested by FutureAM). 9.3 The Supplier consents to FutureAM transferring any guarantee or similar rights given by the Supplier to FutureAM in relation to the Works supplied to any third part to whom FutureAM sells, hires or otherwise disposes of such Works with the intent that such guarantee or similar rights may be enforced against the Supplier not only by FutureAM but also by any third part claiming through FutureAM.

9.4 FutureAM's rights under these Conditions are in addition to the statutory conditions implied in favour of a purchaser by the Sale of goods Act 1979 (as amended).

## 10 Indemnity and Insurance

10.1 The Supplier will keep FutureAM indemnified in full against any and all direct, indirect or economic loss (including but not limited to) loss of profits, liability, damage, injury, claim, action, demand, expense or proceeding awarded against, suffered, incurred or paid by FutureAM or its customers or agents as a result of or in connection with:

- (a) any breach by the Supplier of any term of the Contract;
- (b) except in respect of any specification or instructions specifically given by FutureAM) any infringement or alleged infringement of any third party intellectual property rights caused by the use, manufacture or supply of the Works;
- (c) any contract entered into by FutureAM the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations under a Contract;
- (d) In the event of delays, defaults or non-deliveries arising other than as a result of FutureAM's negligence) any increase in the cost of labour or materials required to obtain the Works elsewhere and the cost of any other item which would not have been incurred but for such delay, default or non-delivery;
- (e) any delays in production and / or delivery of the Goods;
- (f) any claims made against FutureAM by any customer or third party to the extent that such was caused by, relates to or arises from the Works; and/or
- (g) any loss of or damage to FutureAM's Property whilst it is in the possession, control or custody of the Supplier.

10.2 The Supplier will at all times during the continuance of an Order and thereafter carry adequate insurance in an amount not less than 10 million Euros to cover any liability for defective or dangerous Works and will make the policy and premium receipts available for inspection by FutureAM at any reasonable time.

## 11 FutureAM's Property

11.1 All property owned by FutureAM or its customers whether intellectual property or otherwise including but not limited to materials, equipment, parts, tools, tooling, dies, moulds, patterns, data, drawings, specifications, licences, registered design, patents, trademarks, copyright, any intellectual property rights subsisting in or arising from the Works or any items supplied by FutureAM to the Supplier or manufactured or obtained by the Supplier wholly or partly at the expense of FutureAM together with all associated intellectual property rights ("FutureAM's Property") will at all times be and remain the exclusive property of FutureAM, or where appropriate its customer, and will only be used in relation to a Contract.

11.2 FutureAM's Property will be held by the Supplier (at the Supplier's own risk and expense) in safe custody and maintained and kept in good condition by the Supplier until returned to FutureAM on demand.

11.3 FutureAM's Property will not be disposed of other than in accordance with FutureAM's written instructions and will not be used for any purpose other than carrying out the relevant Order for FutureAM. Unless and until incorporated into any Works the Supplier will keep FutureAM's property separate and apart from all other property and clearly marked as the property of FutureAM.

11.4 FutureAM may request the return of FutureAM's Property at any time and in any event the Supplier will (at its own cost) promptly return FutureAM's Property to FutureAM once the Order has been fulfilled or cancelled or breached.

11.5 FutureAM may take possession of FutureAM's Property at any time and (where necessary) without reasonable notice.

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11.6 The Supplier grants to FutureAM irrevocable authority to enter the premises where FutureAM's Property is located to take possession of FutureAM's Property and (if necessary) to dismantle FutureAM's Property from anything to which it is attached.

11.7 The Supplier agrees to waive any and all lien that it might otherwise have (at the date of an Order or subsequently) on any of FutureAM's Property although this will not be construed as a waiver of any other right of recovery of any charges which may be due to the Supplier under the Contract.

## 12 Confidentiality

12.1 The Supplier will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed to the Supplier by FutureAM or its agents and any other confidential information concerning FutureAM's business or its products which the Supplier may obtain as a result of the Contract ("Confidential Information").

12.2 The Supplier will use the Confidential Information solely for the purposes of complying with its obligations under the Contract.

12.3 The Supplier will restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Supplier's obligations to FutureAM under the Contract and will ensure that such employees, agents or subcontractors are subject to equivalent obligations of confidentiality as bind the Supplier.

12.4 The Supplier will not (except to the extent necessary to fulfil its obligations under the Contract) without the prior written consent of FutureAM advertise or publish the fact that the Supplier has contracted to supply the Works to FutureAM.

12.5 The Supplier will notify FutureAM of any breaches of this clause 12 and will co-operate with any reasonable steps which FutureAM may decide to take in relation to such breach.

## 13 Inventions and Improvements

When the Order includes manufacture to FutureAM's designs the Supplier agrees to inform FutureAM of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier and any such invention or improvement and any related intellectual property rights will be the property of FutureAM. The Supplier will give FutureAM or such other third party as FutureAM may direct all necessary assistance to enable FutureAM to obtain patent, registered design, industrial design, trade mark and similar rights throughout the world.

To the extent that such intellectual property is deemed legally not to be FutureAM's property the Supplier hereby grants FutureAM a free world licence to use and an equivalent right to sub-licence all such intellectual property rights or potential intellectual property rights which are created during or arising from the manufacture or supply of the Works including but not limited to patentable invention, copyright work, registered or unregistered design, trade mark and similar rights. If the performance of the Order requires the Supplier to have any permit or licence from any government or other authority at home or overseas, the Order will be conditional on such permit or licence being available at the required time.

## 15 Termination

15.1 FutureAM may at any time (in its absolute discretion) terminate a Contract (in whole or in part) by giving the supplier written notice. On receipt of such notice the Supplier will discontinue all work (or as the case may be the relevant part) on such Contract. FutureAM will pay to the Supplier a fair and reasonable sum for any work in progress which the Supplier will be unable to reuse for any other customer but FutureAM will not be liable to the Supplier for any economic loss and except as set out in this clause will have no further liability to the Supplier in relation to such termination.

15.2 FutureAM may terminate a Contract immediately if:

- (a) the Supplier fails to provide the Works on the due date;
- (b) the Works supplied do not conform in every respect with the Contract;

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(c) the Supplier is in breach of any term of the Contract and has failed to remedy such breach within (28) days (or such shorter period as agreed between the parties and set out in an Order) of receipt of written notice specifying the breach and requiring it to be remedied;

(d) there is a material change in the ownership or control of the Supplier;

(e) the Supplier is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator or any equivalent or analogous event occurs

15.3 The Supplier will notify FutureAM immediately in writing of the happening of any event as described in clause 15.2 (e).

15.4 The termination of a Contract (howsoever arising) will be without prejudice to any rights and remedies, which may have accrued to either party.

15.5 The Company shall have the right without incurring any liability to the Buyer, to cancel the Contract or reduce the volume of goods delivered, if it is prevented from or hindered in delivering the goods as a result of any circumstances beyond its control including (but not limited to) Industrial action, war, fire, or prohibition or enactment of any kind.

15.6 Any clauses in these Conditions which impliedly have effect after termination will continue to be enforceable not withstanding termination.

## 16 Assignment

FutureAM may assign a Contract or any part of it to any person, firm or company at its discretion. The Supplier will not without the prior written consent of FutureAM assign or transfer the Contract or any part of it to any other person.

## 17 Sub-Contracting

The Supplier will not without the written consent of FutureAM subcontract an Order or any part of it other than for materials, treatments or specialised processes detailed in the specification of the work, or minor details or for the part of the Goods of which the makers are named in the Order or the specification. Any such consent by FutureAM will not relieve the Supplier of any of its obligations under the Contract.

## 18 Indemnity

18.1 The Supplier shall indemnify FutureAM against all claims by customers of FutureAM and those to whom such customers sell arising out of any breach whatever by the Supplier of a Contract.

18.2 The Supplier hereby accepts liability for and is hereby obliged to repair or replace free of charge to FutureAM or its customers defective Goods which have been subject to sale by FutureAM or sub-sale by FutureAM's customers and/or installation for a 4 year period from the date of delivery of such Goods

18.3 The Supplier hereby agrees for a period of 10 years after the delivery of the Goods to fulfil past model and service replacement requirements at the prices specified in the Order plus actual cost differentials for packaging and manufacturing.

18.4 The Parties will negotiate in good faith for the continued supply of past model and service replacement requirements of the Goods by the Supplier should such be required for any period after the initial period of 10 years.

18.5 The Supplier hereby warrants to have appropriate insurance to comply with the provisions in in these Conditions and specifically in relation to this clause 18

18.6 The Supplier hereby warrants to have sufficient insurance cover against claims which may be brought by foreign nationals or foreign companies under the laws of other jurisdictions.

## 19 General

19.1 Any notice or other document to be served under a Contract must be in writing and may be delivered or sent by prepaid first class post or facsimile transmission or e-mail.



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- 19.2 Any notice or document shall be deemed served, if delivered, at the time of delivery, if posted, 48 hours after posting and if sent by facsimile transmission (or e-mail), at the time of transmission.
- 19.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 19.4 Failure or delay by either party in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under a Contract.
- 19.5 Any waiver by either party of any breach of, or any default under, any provision of a Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of a Contract.
- 19.6 (Except as provided in clause 9.3, 18.1, 18.2) a person who is not party to a Contract will have no right under such Contract (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of such Contract. This clause 19.6 does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to the Act.
- 19.7 Nothing in these Conditions shall create or be deemed to create a partnership or the relationship of principle and agent or employer between FutureAM and the Supplier.
- 19.8 The Supplier is not entitled to use any FutureAM logo or mark for any purpose unless FutureAM has given prior written consent for a specific use and then Supplier is only entitled to use the specified logo or mark for that specific use.

**20 Jurisdiction**

- 20.1 All matters relating to the formation, performance and discharge of Contractual Agreements shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts subject to clauses 20.2 to hear all disputes arising in connection with such Agreements.
- 20.2 Nothing in these Conditions shall prevent FutureAM from commencing proceedings against the Supplier in any other court of competent jurisdiction nor shall the commencement of proceedings in one or more jurisdictions preclude the commencement of proceedings in any other jurisdiction whether concurrently or not.

<i>Issue No.</i>	<i>Date</i>	<i>Description</i>	<i>Approved by</i>
<i>04</i>	<i>21/12/2022</i>	<i>Update to include latest Incoterms 2022 &amp; reference to FAME Handbook</i>	<i>D Davies</i>