

TERMS OF SUPPLY TO CHARGEMASTER PLC (V1.3)

Chargemaster Plc (Chargemaster)

1. General

Chargemaster accepts no liability or charges for any supply of Goods or Services unless there is an authorised Purchase Order given for the extent of those costs and this is provided by Chargemaster in advance of supply and that Purchase Order number is clearly stated on any Supplier invoice.

In an event of conflict these Terms of Supply take precedence over any Terms of Sale unless otherwise agreed in writing by Chargemaster. The onus is on the Supplier to identify any conflicts of terms and resolve those prior to supply.

2. Deliveries of Goods

2.1 The Supplier must deliver the Goods to the specified delivery address and by the delivery date in accordance with the Purchase Order.

2.2 Without limitation to any other rights or remedies Chargemaster may have, the Supplier will compensate Chargemaster if it fails to deliver all of the Goods in accordance with the Purchase Order at the delivery address by the delivery date (which will include without limitation any and all consequential or indirect losses and loss of profits).

2.3 The Supplier may only make deliveries of Goods by installments or deliver part of a Purchase Order with the express written approval of Chargemaster, prior to delivery.

3. Term, Title and Risk

Title to the Goods will pass to Chargemaster on delivery or payment whichever is sooner. No retention of title sought by the Supplier or any other person will be accepted by Chargemaster and any such provision which the Supplier may purport to apply will be of no effect. Risk of the Goods will be with the Supplier (including risks for and during transport), until actual receipt of the Goods by Chargemaster at their premises. Any returns of Goods shall be on the account and at the risk of the Supplier.

4. Agreed Prices and total liability

The price agreed via the Purchase Order between Chargemaster and the Supplier for the Goods or Services is the only price agreed and is the full extent of all and any costs agreed (other than VAT), including without limitation costs of delivery, transport, loading, unloading, packing and insurance and, where applicable, customs duties or import charges or taxes. No additional costs however they materialise will be accepted or paid unless a Purchase Order has been approved to cover them.

5. Payments

5.1 Payment of the price agreed by Chargemaster shall be made by cheque or by electronic transfer (as determined by Chargemaster). Correct invoices will be paid

30 days from the next month end after the receipt of an invoice and delivery/completion of Goods and Services (whichever is later). Chargemaster completes its payment run at the end of each month. For example a correct invoice presented with Goods delivered on or before the 30th March will be paid by the 30th April, an invoice presented on the 1st April (given delivery on or before the 1st April) will be paid on the 31st May.

- 5.2 Any discount deadlines under which Chargemaster is entitled to deduct a percentage of the price, begin upon receipt of both proper invoices by Chargemaster from the Supplier and also receipt of the Goods by Chargemaster, and no earlier.

6. Set Off

Chargemaster may set off against all amounts due to the Supplier under these Conditions, any present or future sums owed by the Supplier to Chargemaster whether arising in connection with the supply of Goods or otherwise. Any credit balance of the Supplier will be paid to Chargemaster without delay on request by Chargemaster.

7. Insurance

The Supplier shall carry and maintain appropriate insurance with a reputable insurance company covering product liability for the Goods for a minimum of £5 million per claim public liability and property damage each for a minimum of £5 million per claim and employers liability for a minimum of £5 million per claim. The Supplier will provide copies of such insurance policies to Chargemaster on request and note Chargemaster's interest on the product liability policy.

8. Nullification of Liability/Cancellation of Orders/Rejection of Goods or Services

8.1 Without limitation to any other rights or remedies Chargemaster may have, Chargemaster may cancel all or any part of any Invoice, any Purchase Order and/or reject any Goods or Services at any time:

8.1.1 If the Supplier is in breach of any of the terms of these Conditions;

8.1.2 If the Goods or Services are not delivered at the delivery address by the delivery date or are not in accordance with the agreed terms as set out within the Purchase Order;

8.1.3 If Chargemaster's places of business or other premises are affected by lockouts, strikes, riots, war, fire, civil insurrection, flood, earthquake or any other cause beyond Chargemaster's control which might reasonably tend to impede or delay the reception, handling, inspecting, processing or marketing of the Goods by Chargemaster, its agents or employees;

8.1.4 In the event that Chargemaster is not satisfied (to its absolute discretion) with the quality of any product or service that has been supplied and has written to the Supplier notifying them; or

8.1.5 If the Purchase Order term has expired the individual term of supply will be set on each Purchase Order.

8.2 Without limitation to any other rights or remedies Chargemaster may have, upon any cancellation or rejection of Goods or Services pursuant to Clause 8:

- 8.2.1 Chargemaster shall cease to be bound to pay that part of the price which relates to Goods or Services which have been cancelled or rejected;
 - 8.2.2 Chargemaster shall not be liable for any costs, loss or damage whatever arising from such cancellation or rejection; and
 - 8.2.3 Where already paid, the purchase price for such Goods or Services shall be reimbursed in full to Chargemaster by the Supplier without delay.
- 8.3 Without limitation to any other rights or remedies Chargemaster may have:
- 8.3.1 Chargemaster may charge the Supplier and the Supplier shall pay for all costs arising from the processing of all complaints of defects and warranty claims whether from third parties or otherwise in relation to Goods;
 - 8.3.2 Chargemaster may refuse to accept an entire delivery of Goods if any individual item in such delivery is defective, if any individual item doesn't conform with the sample or if the quantity is not that which Chargemaster ordered;
 - 8.3.3 If Chargemaster rejects any Goods, and the Supplier fails to collect the Goods (which shall be held at the risk of the Supplier) within 7 business days of request, Chargemaster may at its discretion destroy or dispose of the Goods at the Suppliers sole cost; and
 - 8.3.4 The Supplier must pay Chargemaster a handling surcharge of 10% (plus applicable VAT) on the invoice amount (exclusive of VAT) for any and all defective Goods it has supplied that are returned or destroyed (this surcharge shall not apply if a special returned merchandise allowance has been expressly agreed in writing between the parties).
- 8.4 Any technical tests carried out by or on behalf of Chargemaster on or in respect of any Goods whether to determine if such Goods comply with any sample or specification, to determine whether such Goods are defective in anyway or otherwise whatsoever shall be binding on both parties as to the condition and standards of the Goods and shall prevail over the results of any tests conducted by or on behalf of the Supplier.

9. Warranties

- 9.1 In respect to the supply of Goods the Supplier warrants that:
- 9.1.1 The Goods shall be of comparable quality and conform in all respects with any samples delivered to Chargemaster;
 - 9.1.2 The Goods shall be of satisfactory quality, fit for their purpose, free of defects in material and workmanship and will conform to any agreed specifications;
 - 9.1.3 The Goods shall comply with all applicable laws, codes of practice, regulations or government orders;
 - 9.1.4 The Goods do not infringe the intellectual property rights of any third parties, including but not limited to patents, trademarks, design rights, utility

patents, distribution restrictions, copyrights or any other rights (whether registered or unregistered); and

9.1.5 If the Goods are to be sold under any brand of the Chargemaster group then the Goods will conform in all respects with the agreed specification.

9.2 In respect to the supply of Services, the warranties will be set out by the Supplier in a separate contract or engagement letter.

10. Product and Recall Liability

10.1 In consideration of Chargemaster agreeing to purchase the Goods, the Supplier shall indemnify and keep Chargemaster fully and effectively indemnified from and against any and all claims, actions, liabilities, third parties, consequential and recall costs and reasonable legal fees and costs incurred by Chargemaster (or for which Chargemaster may be liable to any third party) which Chargemaster incurs or suffers arising out of: Any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss suffered, resulting or claimed to result in whole or part from any actual or alleged defect in the Goods, whether latent or patent, including (without limitation) actual or improper construction or design of the Goods, defective workmanship in relation to the manufacture of the Goods, the failure of the Goods to comply with the specifications or with express or implied warranties, or arising out of any breach by the Supplier or the Goods of any law, statute or other relevant regulation or code of practice;

10.2 The breach of any provision of these Conditions being (including but not limited to the warranties in Clause 9);

10.2.1 Any defect in the workmanship, materials or design of the Goods;

10.2.2 Any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods unless such infringement has occurred directly as a result of any specification supplied by Chargemaster; and

10.2.3 Any liability under the Consumer Protection Act 1987 in respect of the Goods in each case whether or not such losses or damages or the consequences of such failure were or were not foreseeable by either party. This indemnity shall not in any way be limited by any warranties given by Chargemaster to customers or other third parties and shall include without limitation claims for indirect or consequential losses (including loss of profit and economic loss).

11. Exclusions of Chargemaster Liability

11.1 Chargemaster shall have no liability whatsoever for any indirect, special, consequential or exemplary damages arising out of issuing a Purchase Order, purchase of the Goods or breach of the terms of these Conditions, even if Chargemaster knew or should have known the possibility thereof (including, but not limited to lost profits, lost business revenue, failure to realise expected savings and any other commercial or economic loss of any kind).

11.2 Chargemaster shall have no liability in respect of any claim against Chargemaster under these Conditions or otherwise in respect of the Goods, if the Supplier has not given Chargemaster written notice of the claim before the first to occur of two years from the earlier of:

11.2.1 The cause of action arising; or

11.2.2 When the Supplier should reasonably have been aware of the claim.

12. Partial Invalidity

If any clause, part of clause or other provision of these Conditions is or becomes void, invalid or unenforceable, the remainder of these Conditions shall remain in full force and effect and neither party shall be released from its obligations under these Conditions.

13. Waiver

Failure by either party to enforce any of the provisions of these Conditions shall not be construed as a waiver of any rights under these Conditions. Any waiver of a breach of these Conditions shall not affect either party's rights if there is a further breach.

14. Assignment

The Supplier shall not assign all or any part of the benefit of, or its rights or obligations under these Conditions (including but not limited to any claims it may have against Chargemaster) without Chargemaster's prior written consent. Factoring by the Supplier is only permitted with prior written consent from Chargemaster.

15. Notices

Notices under these Conditions shall be sent to Chargemaster FAO: Finance Director at Mulberry House, 750 Capability Green, Luton, Bedfordshire, LU1 3LU.

16. Foreign Orders

The UN Convention for the International Sale of Goods shall not apply unless expressly agreed in writing.

17. Governing Law

This agreement shall be governed by and interpreted in accordance with English law and the English courts shall be the competent courts for all disputes arising out of this agreement, save that Chargemaster may, bring a claim against the Supplier in its country of domicile.

Chargemaster Plc is a Company registered in England and Wales whose registered office is at Mulberry House, 750 Capability Green, Luton, Bedfordshire, LU1 3LU. Company Registration No. 06720009.