

TERMS & CONDITIONS OF PURCHASE

1. This Purchase Order represents an agreement between APT (Leicester) Ltd, a UK Ltd company, hereinafter referred to as APT and the Supplier shown on the face of the Purchase Order & shall not be binding on APT until accepted by the Supplier.
2. The Supplier shall deliver the goods listed on the Purchase Order to APT at the address shown on the face of the Purchase Order.
3. The Supplier shall not assign or subcontract any part of the goods without APTs' prior written consent.
4. **HEALTH & SAFETY WARNING:** To protect our employees and representatives of this company all goods supplied must not exceed a carton weight of 15kg; unless by separate agreement. Failure to comply may result in the rejection of the goods or other appropriate action.
5. The Supplier shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind.
6. Title and risk in the goods shall pass to APT after the goods have been received at the destination on the face of the Purchase Order. This transfer will be without prejudice to APTs' right of rejection.
7. Time of delivery is of the essence of this Purchase Order. With prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle APT to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and to claim damages against the Supplier. Should any such delay be attributable to APT or an event beyond the reasonable control of the Supplier, then this will constitute an excusable delay and an adjustment to the contractual time of delivery shall be made. Any failure to deliver on the part of lower tier suppliers is specifically excluded and an excusable delay unless such lower tier supplier shall have been subject to an event beyond their reasonable control.
8. All release documents, advice notes and invoices shall bear the Purchase Order number & Part Number. Release documents and advice notes shall accompany the goods. Invoices will be paid within 45 days after the end of the month of delivery unless there is any discrepancy.
9. APT reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. APT further reserves to itself or its agents the right to visit the Supplier's works to check on work in progress at any reasonable time. Without prejudice to any other remedy in the case of breakdown or failure of any description due to defective materials or workmanship APT shall have the option of either replacing the goods or requiring replacement by the Supplier, in either case entirely at the cost of the Supplier, including all cost legitimately incurred by APT.
10. The Supplier warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of any lien. The Supplier warrants that all goods supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of delivery. The Supplier further warrants that all goods supplied will comply with the requirements of this Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and samples, where applicable, and that all goods supplied shall continue to conform to same for a period of no less than 12 months after delivery. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to APT.
11. All goods with a restricted shelf life shall have a minimum of 90% of their shelf life remaining at the time of delivery unless APTs' prior written approval is received. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, date of manufacture, shelf life and/or time expired date.
12. The Supplier shall maintain a Quality Assurance system suitable to support the delivery of Quality Assured goods to APT. APT reserves to itself and its agents the right to audit this system at any reasonable and mutually agreed time. The specific release requirements are stated on the face of the Purchase Order.
13. APT reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work to the Supplier, an agreed equitable adjustment will be made to the price and/or the delivery schedule.
14. APT may at its' absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this right be exercised for any reason other than default by the Supplier APT shall pay the Supplier a reasonable price in respect of goods and materials purchased or made solely in support of this Purchase Order and shall otherwise be free from liability? Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed.
15. Should the supplier fail to comply with any of the requirements of this Purchase Order the Supplier shall be deemed to be in default. In this event without prejudice to any other remedy. APT reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and where appropriate to claim damages against the Supplier.
16. Without prejudice to any other remedy. APT reserves the right to cancel the Purchase Order summarily by written notice and without compensation if the Supplier becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company, passes a resolution the Company can be wound up if circumstances occur entitling a person or the Court to appoint a Manager or Receiver to make a winding up order.
17. This transaction is confidential between APT and the Supplier and neither party shall advertise either the transaction or any information gained from the other party as a result of the transaction without the prior permission of the other party.
18. All notices will be deemed to have been lawfully served if sent to either party at the address, fax number or e-mail stated on the face of the Purchase Order.
19. In the event of any dispute, APT and the Supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such arbitration shall take place in London, England.
20. **Anti-Bribery** The Supplier shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (ii) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010 (iii) promptly report to APT any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with these Terms and Conditions (iv) immediately notify the Reseller if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners) and (v) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance and the Reseller may reasonably request. The Supplier shall ensure that any person associated with the Supplier who is performing Services or providing Products in connection with these Conditions does so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Supplier in this clause ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Reseller for any breach by such persons of any of the Relevant Terms. Breach of this clause shall be deemed a material breach.
21. **Data Protection.** Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation (EU 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Terms used throughout this clause including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation. Supplier warrants and represents its compliance with the Data Protection Legislation. Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under these Conditions:
 - (a) process that personal data only on the written instructions of APT unless the Supplier is otherwise required by Data Protection Legislation to process personal data. Where the Supplier is relying on the Data Protection Legislation as the basis for processing personal data, the Supplier shall promptly notify APT of this before performing the processing required by the Data Protection Legislation;
 - (b) ensure that it has in place all appropriate technical and organisational measures as required under Data Protection Legislation, reviewed and approved by APT (where required by APT), to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Those measures will include pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Supplier. The Supplier shall not make any changes to security requirements, location of servers and functionality without prior written consent of APT;
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (d) assist APT, in responding to any request from a data subject or Customer and in ensuring compliance with its or Customer's obligations under the Data Protection Legislation including but not limited to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify APT promptly and without undue delay, and at the latest within twenty-four (24) hours, on becoming aware of a personal data breach;
 - (f) at APT's sole discretion, delete or return personal data and copies thereof to APT on termination of the Conditions ; In any event, no personal data shall be retained by the Supplier longer than it is necessary for the purposes for which the personal data are processed;
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by APT or APT's designated auditor or APT's Customers or APT's Customers designated auditors ; and

TERMS & CONDITIONS OF PURCHASE

(h) at the request of APT enter in to a data processing agreement with APT and / or APT's Customer on such terms as may be required by APT or Customer, which the Supplier acknowledges may include the incorporation of approved model contract clauses.

(i) not transfer any personal data outside of the European Economic Area unless the prior written consent of APT has been obtained and the following conditions are fulfilled:

(i) the Supplier has provided appropriate safeguards in relation to the transfer such as (i) the terms of the EU Model Clauses incorporated into this article 25 by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Data Protection Legislation;

(ii) the data subject has enforceable rights and effective legal remedies; and

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

The Supplier shall not without the prior written consent of APT appoint any third party processor of personal data. Any transfer of personal data by Supplier to a third party shall be subject to a written agreement incorporating terms which are substantially the same as those set out in this clause. The Supplier shall ensure the compliance by its processors and third party to obligations at least as protective as the Supplier's obligations set forth in this article. As between APT and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by the Supplier.

Notwithstanding any other provision of these Conditions, the Supplier shall indemnify APT against all claims, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by APT and APT's Customers arising out of or in connection with the processing of the personal data under these Conditions by Supplier or any Supplier appointed third party processor. This includes without limitation any third party, claim demand or action, or any breach of statutory duty or non-compliance with any part of these data protection obligations by the Supplier, its employees, servants, agents or sub-suppliers (including, without limitation claims against Supplier or its subcontractor, sub-supplier or other third party processor and/or APT or APT's Customers.

The provisions set forth in this clause shall survive any expiration or termination of these Conditions and any Purchase Order for an indefinite period of time.

22. Compliance with Anti-Slavery and Human Trafficking Laws and Policies - In performing its obligations under the agreement, the Supplier shall :

(a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and

(b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and

(c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and

(d) ensure that each of its subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 .

INDEMNITY - The Supplier shall indemnify APT against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by APT or awarded against APT as a result of any breach of Anti-slavery Act.

23. Any failure by APT to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such failure is specifically granted in writing as a waiver of that particular right by APT.

24. The supplier must ensure that they notify APT of changes in product and/or process definition, changes of suppliers, changes of manufacturing facility location and where required obtain APTs' approval.

25. The supplier shall flow down to sub-tier suppliers the applicable requirements (including customer requirements) in the purchasing documents, including key characteristics where required.

26. It is expected that the supplier shall afford to APT or APTs' Customer or Regulatory Authority the provision of access to the facility to obtain copies of all manufacturing information held by the supplier prior to any destruction at APTs' earliest convenience.

27. All documentation relating to APT orders must be retained for a minimum of 10 years unless otherwise stated on the Purchase Order.

28. All goods sent to APT must detail the name or other positive identification and to the current issue of any specifications, drawings, process requirements, inspection instructions and other relevant technical data unless otherwise stated in the Purchase Order.

29. All productive goods / products must be accompanied by (as a minimum) an appropriate Certificate of Conformity. This does not exclude any further requirements such as test reports which may be required as detailed on the Purchase Order. The documentation must detail manufacturing source, material source and name of all sub-contractors used for the part.

30. Parts are to be packaged so as to ensure no damage in transit and MUST easily identify the parts. For sub contract process providers- packaging is to meet the packaging standard in which the parts were delivered i.e. if trays preventing metal to metal contact are used in delivering the parts then trays of equal ability will be provided in their return.. Parts from different batches must not be mixed. Any transit damage upon return of parts due to lack of maintaining original packaging standards will result in charges being applied equal to the cost of the parts as per manufacturing stage plus an administration fee of 20% of calculation (minimum administration charge £50), acceptance and processing of the order is acceptance of this condition and no other industry terms or company conditions of sale will take precedent.

31. Any non-conformities or requests for concessions must be notified to APT and must be made in writing at the time of discovery. Any disposition decisions must have the approval of APT prior to actions being carried out. The supplier will accept responsibility for any issues arising against any claims that may be instigated relating to the non-conformity or concession where it is proven the claim relates to the relevant non-conformity or concession. APT may require inspection to be carried out by an independent party.

32. The supplier shall upon arrangement allow APT or a representative for APT onto their premises to undertake verification of product and systems, this shall also be extended where required under contractual obligations to APT Customer or customers' representative. Any verifications undertaken by APT or their customer (or nominated representatives) may not be used as evidence of effective control of quality and does not absolve the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by APT or APTs' customer.

33. It is the responsibility of all providers of products and services to APT to ensure that persons are aware of a) their contribution to product or service conformity, b) their contribution to product safety, c) the importance of ethical behaviour. Any deviations from these requirements are to be reported to APT as soon as possible.

34. All suppliers / sub contractors are to ensure that counterfeit material and / or product is not used in the completion of any APT purchase order and suitable systems for the detection and control of counterfeit materials / products shall be in place.