

UK Form of Purchase Terms & Conditions

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. **APPLICABILITY OF CONDITIONS.** These conditions shall apply to any order placed by Buyer ("Order") for the supply of goods ("Goods") and/or provision of services ("Services"), and along with terms on the face of the Order, are the only terms governing the contractual relationship between Buyer and Seller in relation to the Goods/Services. Alternative conditions in Seller's quote, invoices, acknowledgments or other documents shall be void and of no effect. No variation in the Order terms, including without limitation these terms and conditions, shall be binding on Buyer unless agreed to in writing by Buyer's authorized representative.
2. **PURCHASE.** The Order constitutes an offer by Buyer to purchase the Goods and/or Services specified therein. Buyer may withdraw such offer at any time by notice to Seller. Seller shall accept or reject the Order within the time period specified therein by notice in writing to Buyer. If Seller does not unconditionally accept or reject the Order within such time period, it shall lapse and determine in all respects. Seller's acknowledgment, acceptance of payment or commencement of performance shall constitute its unqualified acceptance of the Order.
3. **DOCUMENTATION.** Invoices and statements from Seller shall separately state the value-added tax (VAT) rate, the amount charged, and Seller's registration number. Seller shall provide advice notes with the Goods, stating the Order number, the nature and quantity of the Goods, and how and when the Goods were dispatched. All consignments of the Goods to Buyer shall include a packing note, and, where appropriate, a "Certificate of Conformity", each showing the Order number, the nature and quantity of the Goods (including part numbers).
4. **BUYER'S PROPERTY.** All patterns, dies, molds, tools, drawings, models, materials and other items supplied by Buyer to Seller for the purposes of fulfilling an Order shall remain the property of Buyer, and shall be at the risk of Seller until returned to Buyer. Seller shall not remove Buyer's property from Seller's custody, nor allow it to be used (other than for the purpose of fulfilling the Order), seized or sequestered.
5. **DELIVERY.** Time is of the essence in fulfilling the Order. Seller shall deliver the Goods to and/or perform the Services at the premises specified in the Order on or before the delivery date shown on the Order, or if no date is specified, within a reasonable time. If Seller cannot deliver by the agreed date, Seller shall make such special delivery arrangements as Buyer may direct, at Seller's expense, and such arrangements shall be without prejudice to Buyer's rights under the Order. Buyer may request postponement of delivery of the Goods and/or performance of the Services, in which case Seller shall arrange for any required safe storage at Seller's risk.
6. **PRICES AND PAYMENT.** The price of the Goods/Services shall be as stated in the Order and shall be exclusive of any applicable VAT (which shall be payable by Buyer per a VAT invoice), and inclusive of all charges for packaging, packing, shipping carriage, insurance, duties, or levies (other than VAT). Buyer shall pay for delivered Goods/Services within 60 days of receipt of a valid VAT invoice from Seller, unless otherwise stipulated in the Order, provided the Goods/Services have been delivered and unconditionally accepted by Buyer. Even where Buyer has made payment, Buyer reserves the right to reject, within a reasonable period after they have been supplied to Buyer, the whole or any part of the Goods/Services, if they do not comply in all respects with the Order, and in such case, Seller shall upon demand refund all monies paid by or on behalf of Buyer in respect of such Goods/Services and collect any rejected Goods.
7. **PASSING OF RISK /TITLE.** Without affecting Buyer's rights to reject Goods, title in Goods shall pass to Buyer on delivery. Risk in Goods shall only pass to Buyer when accepted by Buyer. If Goods are rejected by Buyer after payment for them, title in such Goods shall only revert to Seller on receipt by Buyer of a full refund of the sum paid for such Goods.
8. **TESTING AND INSPECTION.** Buyer reserves the right to test/inspect Goods/Services prior to or on receipt of delivery of same. Seller, prior to delivery of Goods/Services, shall carry out and record such tests/inspections as the Buyer may require, and supply to Buyer free-of-charge with certified copies of all records taken thereof. Without limiting the effect of the preceding sentence, if a British or International standard applies to the Goods/Services, Seller shall test/inspect the relevant Goods/Services in strict accordance with that standard.
9. **SUBCONTRACTING/ASSIGNMENT.** Seller shall not subcontract or assign any part of this Order without Buyer's prior written consent. Buyer may assign the benefits and obligations under this Order to any person.

10. **COMPLIANCE.** Seller shall comply with the duties imposed upon it by the Health & Safety at Work legislation and Trade Descriptions legislation, and any amendments thereto or re-enactments thereof, and with all other statutory provisions, by-laws, rules and regulations (collectively "Provisions") applicable to the performance of the Order so that no liability shall be incurred by Buyer. Seller shall further comply with the Supply of Machinery (Safety) Regulations 1992, the Electrical Equipment (Safety) Regulations 1994 and the Electronic Compatibility Regulations 1992 and any amendments thereto or re-enactments thereof, and with all other applicable Provisions, so that the Goods shall be supplied with all necessary safeguards, warnings and devices. Seller shall produce to Buyer upon its request copies of all certificates, technical files and declarations in connection with the foregoing Provisions. Seller shall not use in its manufacturing process and shall ensure that any third-party components incorporated into the Goods by Seller shall not be manufactured using chlorofluorocarbons or methyl chloroforms. Seller's employees, sub-contractors or agents shall observe the site rules and safety regulations applicable at Buyer's premises, and where they do not do so, Seller shall immediately remove such persons from such premises. Seller is responsible at its cost for the provision of all works, materials, machinery and items required to deliver/install Goods or provide Services to the standard required by the Buyer, and for repair of any damage caused by the same.
11. **WARRANTIES.** All conditions, warranties and undertakings on the part of Seller and all rights and remedies of Buyer, expressed or implied by common law or statute shall apply to the Order, including but not limited to fitness for purpose, and merchantability, on the basis that Seller has full notice of the purposes for which Buyer requires the Goods/Services. The Goods shall conform with specifications/statements made by Seller, and all relevant codes of practice, guidelines, standards and recommendations made by trade associations or other bodies including all applicable British and International Standards, and be in accordance with best industry practices. Goods shall be of good and sound materials and first-class workmanship, free from all defects. Services shall be supplied with all due skill and care, and on the basis that Seller holds itself out to be expert in every aspect of performance of the Order. Seller warrants specifically that it has the right to pass title in the Goods, and that the Goods are free from any charge, lien, encumbrance or other right in favour of any third party. Seller's warranties shall run for 18 months from delivery of the Goods, or performance of the Services.
12. **INDEMNITIES.** Seller shall defend and indemnify Buyer from and against any losses, claims and expenses (including attorneys' fees) arising from: (a) any personal injury or damage to property caused by Seller, its agents, servants or employees or by the Goods and/or Services; and (b) any infringement of any intellectual or industrial property right relating to the Goods and/or Services, other than where such infringement relates to a design furnished solely by Buyer. In the event of any loss/claim/expense arising under (b), Seller shall, at its expense and Buyer's option, either make the Goods non-infringing, replace them with compatible non-infringing Goods or refund in full the amounts paid by Buyer in respect of the infringing Goods.
13. **TERMINATION.** Without prejudice to any rights or remedies to which it may be entitled, Buyer may terminate the Order with immediate effect without any liability in the event of any of the following: (a) Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order, becomes bankrupt, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); (b) an encumbrancer takes possession of or is appointed for all or any part of the assets or undertakings of Seller; (c) Seller commits a breach of its obligations under the Order and fails to rectify such breach (where remediable) within twenty-eight (28) days of receipt of a notice in writing from Buyer requiring remedy; (d) Seller ceases or threatens to cease to carry on business or becomes insolvent; or (e) Buyer reasonably apprehends that any of the events mentioned above are about to occur in relation to Seller and notifies Seller accordingly. Furthermore, Buyer shall be entitled to terminate the Order at any time for any reason by providing ten (10) days' written notice to Seller.
14. **CONFIDENTIALITY.** Seller shall not, and shall ensure that its employees, agents and sub-contractors do not, use or disclose to any third party, any information relating to Buyer's business, including but not limited to specifications, samples and drawings, which may become known to Seller through its performance of the Order or otherwise, save only that such information may be used as necessary for the proper performance of the Order. Upon completion of the Order, Seller shall return and deliver to Buyer forthwith all such items and copies of the same. Seller shall not, without Buyer's prior written consent, use Buyer's name or trademarks in connection with the Order, or disclose the existence of the Order in any publicity materials.
15. **HAZARDOUS SUBSTANCES.** Seller shall advise Buyer of any information about substances that shall be subject to the Montreal Protocol, which might be the subject of the Order. Seller shall comply with all applicable regulations concerning substances hazardous to health, and provide Buyer with such information about such substances supplied under the Order as Buyer may require for the purpose of discharging its

obligations under such regulations, or to otherwise ensure Buyer is aware of any special precautions necessary to avoid endangering the health and safety of any person in receiving and/or using the Goods.

16. **LAW.** The Order shall be governed by English Law, and both Parties shall submit to the exclusive jurisdiction of the English Courts.
17. **JCT AGREEMENT.** Where the Order relates to the provision of Goods/Services relating to construction work, the conditions of the "JCT Agreement for Major Building Works (1980 Edition)" shall apply in addition to these Terms and Conditions, and where there is a conflict between them, the conditions of the JCT Agreement shall prevail to the extent of such conflict.
18. **ORIGIN CERTIFICATION; CONFLICT MINERALS COMPLIANCE.** Seller shall provide Buyer with a certificate of origin for each of the Goods sold hereunder and such certificate shall indicate the origin rule that the Seller used in making the certification.
Seller acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") which includes requirements related to the use of tin, tantalum, tungsten, and gold ("Conflict Minerals"). Seller shall source and track the chain of custody of all Conflict Minerals contained in any Products in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. At Buyer's request, Seller shall execute and deliver to Buyer declarations in the form of the EICC-GeSI Conflict Minerals Reporting Template as adopted by EICC-GeSI or in any other form that Buyer reasonably requests. Seller shall immediately disclose any changes to the conflict-free minerals status of any Goods. If the Buyer has reason to believe the minerals in any Goods are not conflict-free, Buyer shall place the Seller under contract review and research alternative supply sources and may immediately terminate the relevant Order as a termination for any reason under Section 13 hereof. All Goods provided after December 31, 2014 shall be "Conflict Free", as defined in the Dodd-Frank Act.
19. **FORCE MAJEURE.** Buyer shall not be liable for any prevention, hinderance, delay or failure to perform any of its obligations under this agreement including failure to (a) accept performance of Services or, (b) take delivery of the Products, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, terrorism, government or public authority action, accident, epidemic or pandemic, labor difficulties or shortage, labor or trade disputes, industrial action or lockouts, inability to obtain goods, equipment or transportation ("**Force Majeure Event**"). The time for performance of such obligations shall be extended accordingly. In the event, that such Force Majeure Event prevents, hinders or delays the Buyers performance of its obligations for a continuous period of: (a) 10 working days the Buyer may terminate the order; and / or (b) for a continuous period of 20 working days either party may terminate the Order.
20. **GENERAL.** No waiver by Buyer of any breach of the Order by Seller shall be considered as a waiver of any subsequent breach by Seller of the same or any other provision. If any provision hereof is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected. Clauses or other provisions expressed or implied to survive expiry or termination shall so survive including the following: clauses 11, 12 and 14. Notices required to be served hereunder shall be in writing and may be delivered by hand, sent first class post, or sent by facsimile transmission to the address of the other party appearing in the Order or any other address notified in writing from time to time by the parties.
21. **MODERN SLAVERY.**
The Supplier undertakes, warrants and represents that:
 - (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - (ii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015
 - (b) it shall comply with the Modern Slavery Act 2015, Buyer's Supplier Code of Conduct ("Code of Conduct"), Human Rights Policy and Environmental Health & Safety Policy, all as amended from time-to-time, and available at <https://investors.ametek.com/corporate-governance/highlights>
 - (c) it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this Clause.
22. **DATA PROTECTION.**
 - (1.1) Each term used in this condition 1 shall have the meaning given in the Data Protection Laws unless otherwise stated. References to "Articles" in this condition 1 shall mean the Articles of the GDPR.

(1.2) The Supplier acknowledges and agrees that for the purposes of this Contract the Buyer is the Data Controller and the Supplier is a Data Processor in respect of all Personal Data processed pursuant to this Contract.

(1.3) The Buyer shall comply with its obligations under Data Protection Laws in respect of all Personal Data Processed pursuant to this Contract.

(1.4) The Supplier shall use its reasonable commercial endeavours to process Personal Data only for the purpose of performing the Services during the Term and on the documented instructions that the Buyer may give to it from time to time and in compliance with the Data Protection Laws.

(1.5) The Supplier shall use its reasonable commercial endeavours to:

- (a) not do anything that would put the Buyer in breach of the Data Protection Laws;
- (b) put in place, before undertaking any processing, and maintain thereafter appropriate technical and organisational measures in accordance with Articles 5 and 32;
- (c) provide the Buyer with such assistance as the Buyer reasonably requires to ensure compliance with Articles 32 to 36 (inclusive), taking into account the nature of the processing and the information available to the Supplier;
- (d) maintain a record of all of its processing activities under or in connection with this Contract and of the measures implemented under this condition 1 in accordance with the requirements of Article 30;
- (e) provide the Buyer with such information as the Buyer reasonably requests from time to time to enable the Buyer to satisfy itself that the Supplier is complying with its obligations under this condition 1.5, provided that the Buyer shall not make more than 2 requests in any rolling 12-month period;
- (f) not cause or allow Personal Data to be transferred to and/or otherwise processed in a Non-adequate Country without the Buyer's prior written approval;
- (g) not transfer Personal Data to, or permit the processing of Personal Data by, any third party except:
 - (i) with the Buyer's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (ii) where the Buyer has given such consent, the Supplier has entered into a written contract with that third party under which that third party agrees to obligations that are equivalent to the Supplier's obligations set out in this condition 1.5 unless required to do so by Applicable Law in which case the Supplier shall (to the extent permitted by Applicable Law) give the Buyer written notice of such requirement;
- (h) at any time upon request, and in any event upon termination or expiry of this Contract, deliver up or securely delete or destroy all Personal Data in the Supplier's possession (except for such Personal Data which it is required to keep in compliance with Applicable Law and/or the Data Protection Laws);
- (i) provide all assistance reasonably requested by the Buyer from time to time in undertaking any data protection impact assessments and consultation with a supervisory authority that the Buyer may reasonably decide to undertake; and
- (j) ensure its employees are subject to binding obligations of confidentiality in respect of Personal Data processed under this Contract.

(1.6) If the Supplier becomes aware of or suspects a Personal Data Breach it shall notify the Buyer without undue delay and in any event within 72 hours of becoming aware of it. The Supplier shall, at the Buyer's cost, provide all assistance reasonably requested by the Buyer to ensure that the Buyer complies with its obligations under Articles 33 and 34. The Supplier shall take all reasonable steps to mitigate any risks of a Personal Data Breach occurring in the future.

(1.7) If for any reason the Supplier is unable to provide any of the information set out in Article 33 within the timescale referred to in condition 9.6, it shall provide a written explanation to the Buyer as soon as possible.

(1.8) The Supplier shall not disclose any information about or in connection with any unauthorised or unlawful processing or accidental loss or destruction of, or damage to, Personal Data, other than:

- (a) to the Buyer;
- (b) with the Buyer's express prior written approval; or
- (c) as required to be disclosed by Applicable Law.

(1.9) The Supplier shall use its reasonable commercial endeavours to ensure that all Supplier Personnel and any sub-processors who have access to Personal Data in connection with this Agreement comply with the terms of this condition 1.

23. QUALITY REQUIREMENTS.

- a) The Buyer will be advised of any significant changes to the organisation including changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the Buyer's approval;
- b) Where indicated in the purchase order the Seller will use customer-designated or approved external providers, including process sources (e.g., special processes), any deviation will be approved by the Buyer prior to use;
- c) Notify the Buyer of nonconforming processes, products, or services and obtain approval for their disposition;

- d) The Seller will ensure the prevention of the use of unapproved and counterfeit parts by purchasing through approved manufacturers distribution networks unless prior approval is given by the buyer in writing;
- e) The Seller will flow down to external providers applicable requirements including Buyer requirements where indicated within the Purchase Order;
- f) The Seller provides the right of access to the Buyer, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information.