PORTS HOLDINGS LIMITED GENERAL CONDITIONS OF PURCHASE

1. General

These conditions are the only conditions upon which Ports Holdings Limited (Registered Company Number: 04179785) ("the Company") is prepared to deal with its suppliers of goods or services ("the Supplier") and they shall govern all contracts, orders or requests for goods and for services made by the Company or its authorised servants and/or agents (in each case "the Order") to the entire exclusion of any other express conditions whether arising out of the Supplier's quotation, acceptance of Order, correspondence or otherwise, unless otherwise agreed in writing by the Company. These conditions may be modified only by a variation in writing signed by a Director of the Company.

2. Warranty

The Supplier warrants to the Company that:

2.1 The goods will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier before or at the time the Order is made and free from defect in design, materials, workmanship, and shall comply with all statutory requirements, regulations and express and implied warranties relating to the sale of goods and any relevant British Standard and any specification issued by the Company;

2.2 Where a supplementary specification is provided by the Company with the Order, such specification shall form part of the Order and be incorporated in the Order and, as such, the Supplier warrants to the Company that the goods and the services shall also comply with such specification.

2.3 The services will be performed by appropriately qualified and trained personnel with due care and diligence and to such a high standard of quality as is reasonable for the Company to expect in all the circumstances.

3. Indemnity

The Supplier shall indemnify and keep the Company indemnified in full from and against all direct, indirect, or consequential liability, loss, damages (including (without limitation) loss of profit), injury, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

3.1 Breach of any warranty given by the Supplier in relation to the goods or the services under clause 2 or otherwise;

3.2 Any claim that the goods infringe, or their importation use or resale infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with specifications, drawings, samples or descriptions provided by the Company;

3.3 Any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 and under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the goods and/or the services;

3.4 Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the goods;

3.5 Any act or omission of any of the Supplier's employees, agents or sub-contractors in connection with the performance of the services.

3.6 Any failure to comply with any Order or these conditions.

4. Insurance

The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Order and in particular against all insurable liability under clause 3 of these conditions and shall on request provide evidence of such insurance to the Company.

5. Failure to Comply with Order

If the Supplier fails to comply with any terms of the Order or any statutory or other obligations, the Company shall be entitled (whether or not any part of the goods or services have been accepted by the Company) to avail itself of any one or more of the following remedies at its absolute discretion:

5.1 To rescind the Order;

5.2 To return the goods to the Supplier at the cost of the Supplier on the basis that a full refund for goods so returned shall be paid forthwith;

5.3 To give the Supplier the opportunity at the Supplier's expense to remedy defects in the goods or services and carry out any other necessary work to ensure that the terms of the Order are fulfilled;

5.4 To refuse to accept any further deliveries of the goods or the provision of services without any liability to the Supplier;

5.5 To carry out at the Supplier's expense any work necessary to make the goods comply with the Order; or

5.6 To claim such damages as may have been sustained in consequence of the Supplier's breaches of the Order.

These rights shall be in addition to and without prejudice to any other rights which the Company may have.

6. Inspection and Test

The Supplier hereby grants to the Company an irrevocable licence to enter the Supplier's premises for the purpose of determining progress in the execution of the Order and to inspect the goods, materials and workmanship at all stages of manufacture and testing as appropriate. If as a result of inspection or testing the Company is not satisfied that the goods will comply in all respects with the Order, and the Company so informs the Supplier, the Supplier shall take such steps as are necessary to ensure compliance.

7. Price

7.1 Any variation to the price or delivery date to the goods or services specified on the Order will be acceptable only if agreed in writing by the Company.

7.2 Prices shall be deemed to be fully inclusive of all applicable taxes and duties and any other costs and expenses (to include (without limitation) delivery and insurance costs).

8. Delivery

8.1 The Supplier shall be responsible for the delivery of the goods at its own cost unless otherwise stated on the Order.

8.2 Delivery of the goods must be made or the services performed on or before the date specified on the Order and time shall be of the essence of the Order. The Company reserves the right to claim from the Supplier for any loss of any nature suffered or incurred in consequence of the failure of the Supplier to meet any completion or delivery time specified in the Order.

8.3 On delivery the Company shall not be deemed to accept the goods (whether or not an advice note is signed) until the Company has had a reasonable opportunity to examine the goods. The Company shall have the right to reject any goods or part thereof which in its opinion fails to meet the specification contained in the Order.

9. Passing of Risk

Property and risk in the goods shall pass to the Company upon delivery except where any advance payments or progress payments are made by the Company, in which event property (but not risk) in any materials or goods purchased or allocated by the Supplier for the purpose of the Order shall immediately vest in the Company.

10. Lien

Neither the Supplier nor any third party shall have any lien over any goods belonging to the Company.

11. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Company arising out of or attributable to this Order or any other Order between the Company and the Supplier may be deducted by the Company from monies due or which may become due to the Supplier under this Order or under any other Order with the Company and the Company may recover such amount as a debt.

12. Waiver of Rights

The failure to exercise a right or remedy provided by these conditions or by law shall not constitute a waiver of the said right or remedy and will not prevent the Company from subsequently requiring compliance with the waived obligation.

13. Payment Terms

Unless otherwise agreed by the parties in writing, the Company shall pay the price for the goods and/or services within 45 days of receipt by the Company of a proper invoice or, if later, after acceptance of the goods and/or services in question. Any invoices not correctly addressed to the Company or not containing a valid purchase order number issued by the Company, will be rejected. Time of payment shall not be of the essence.

14. Cancellation

14.1 The Company shall be at liberty to cancel the Order should the Supplier have a petition presented to the Court for its winding-up or pass or purport to pass a resolution to enter into liquidation whether compulsorily or voluntarily or have any execution levied on its property or a receiver or administrative receiver or administrator has been appointed over all or any part of its assets or if the Supplier commits a breach of any of the terms or conditions of the Order and the Company shall have no liability to the Supplier arising from such termination.

14.2 If, for any reason other than those in clause 14.1, the Company wishes to cancel or modify the Order it may do so subject to payment at cost for any goods or services partially manufactured or performed and for any raw material irrevocably allocated to the Order.

15. Health & Safety

The Supplier shall comply with all the statutory regulations, including, without limitation, the Health and Safety at Work Act 1974, and Codes of Practice relevant to the performance of the Order and shall inform the Company in writing of any hazardous or notifiable substances or conditions associated with the goods and materials supplied or their subsequent use.

16. Attendance at the Company's Premises

16.1 While on the Company's premises the Supplier and its employees and agents shall comply with the Company's security and safety requirements and all other "Policies" standards and requirements of the Company that are relevant to the performance of the Order. The Company reserves the right to refuse admission to its premises to any person who fails to comply with such requirements.

16.2 The Company shall not be liable for and the Supplier shall indemnify and keep indemnified the Company against:
(i) all loss or damage to any property; and / or
(ii) death or injury
howsoever caused by the Supplier, his employees or agents whilst on the Company's premises or any other place of delivery or performance of the service arising out of or incidental to the performance of the Order.

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract all or any part of the Order without the prior written consent of the Company.

18. Confidentiality

The Supplier undertakes to maintain in strictest confidence and not to disclose to any third party, without the prior written consent of the Company, any trade or business secret or other confidential information supplied by the Company to the Supplier.

19. Advertising

The Supplier shall not, without the prior written consent of the Company, announce or publicise that it provides the goods and/or services to the Company.

20. Protection of Personal Data

The Supplier shall comply with all of its obligations under the Data Protection Laws and shall only process personal data (as defined in the Data Protection Laws) to the extent necessary to perform its obligations under the Order. The Supplier shall implement technical and organisational security measures appropriate under Data Protection Laws to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction of, or damage to such personal data. For the purposes of this clause 20, Data Protection Laws means any data protection laws and regulations applicable in the United Kingdom from time to time and any codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement body.

21. Anti-Corruption and Anti-Slavery Legislation

The Supplier and its employees shall not commit any act which would amount to an offence under the Bribery Act 2010. The Supplier shall comply with all of its obligations relating to anti-slavery and human trafficking (including the Modern Slavery Act 2015) and any equivalent legislation in any other jurisdiction in which the Supplier (including its subcontractors) operates.

22. Contracts (Rights of Third Parties)

Any third party who is not a party to the Order has no right under the Contracts (Rights of Third Parties) Act 1999 (Third Party Act) to enforce any term of this Order notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party which exists or is available apart from the Third Party Act.

23. Law and Jurisdiction

The Order shall be governed by English Law. The Supplier hereby submits itself to the exclusive jurisdiction of the English Courts to which all disputes relating to the Order will be referred.