

INTERNAL NOTIFICATION ONLY

This notification refers to MPD0040 - **GENERAL CONDITIONS OF PURCHASE**

The status of MPD0040 is only valid when its revision status is comparable with the version within MPS web site www.metalprocessservices.com

Instruction:-

The following is required when making revisions to MPD0040 - **GENERAL CONDITIONS OF PURCHASE**

1. Request for amendments must be made to the Director of Engineering or Operations Manager.
2. When agreed, make necessary amendments to MPD0040.
3. Update the revision to the next revision level.
4. Raise and complete "Change Documents" MPD0034.
5. Submit MPD0040 updated version and MPD0155 to any of the above personnel for approval.
6. Save above documents onto the "Quality Directory"
7. Submit the revised MPD0040 to IT support for updating the web site.

Approved By: R. Kingswell

Dir of Engineering

Date: 04/09/2023

1. TERMS AND CONDITIONS: These general conditions of purchase (GCP) in relation to Metal Process Services Ltd (MPS) issuing a purchase order together with the terms and special conditions appearing on a purchase order ("Order") and any executed supply agreements concerning the Deliverables between the Parties ("Supply Agreement") and applicable Government terms together called "Procurement Conditions" are the only conditions on which MPS procures services or goods or both ("Deliverables"). Any terms other than the Procurement Conditions will be null and void. The definitions and rules of interpretation set out in Schedule 1 (Interpretation) apply to the Contract. The Parties agree that these GCP will apply to the exclusion of any other terms and conditions of business contained or referenced in any acknowledgement or any other form of acceptance by the Supplier (whether written or not), any standard form, quotation, proposal or any other document issued by the Supplier to the Buyer or implied by trade custom, practice or any course of dealings between the Parties unless such terms and conditions are expressly stated in the Order to apply.

2. TITLE: Title to goods will pass to MPS upon receipt at MPS's designated facility or agreed alternative location.

3. DELIVERY: Timely delivery in accordance with the Order is a material condition of the Procurement Conditions. Unless otherwise provided for on the Order, Deliverables will be delivered to MPS DDP (INCOTERMS 2010). If the delivery times as set out in the Order cannot be met or at any time at MPS's request, the Supplier will provide prompt information to MPS as to the causes and the mitigation action it proposes to take. Timely deliveries to MPS means adherence to Purchase Order delivery times, suppliers delivery performance to Purchase Order adherence times will be monitored; MPS expect >=90% adherence to Purchase Order delivery times within each year of supply to MPS.

4. PRICES, INVOICES AND PAYMENT:

4.1. Where the Procurement Conditions require the Supplier to submit an invoice, the Supplier will post invoices to MPS's Purchase Accounts Department at the address on the Order on the day on which Deliverables are despatched or completed. The invoice will include the Order number.

4.2. MPS will make payment to the Supplier 60 days from the month end after the date on which the relevant goods were received or services completed, provided that the Supplier has supplied such goods or services in accordance with the Procurement Conditions and, where the Supplier is required to submit an invoice, such invoice is accurate and was received by MPS Purchase Accounts Department within 7 days of despatch or completion of goods or services. If such day is not a normal banking day then payment will be on the next banking day. Where MPS collects goods from non-MPS premises, "received" means formal receipt by MPS's nominated courier or where the goods are delivered to MPS's premises, "received" means formal receipt by MPS's goods received area. Without prejudice to MPS's other rights and remedies, MPS may deduct from any payments due to the Supplier under any Procurement Condition the amount of any bona fide contra accounts or other claims that MPS may have against the Supplier in connection with the Procurement Conditions or any other agreement. Other payment terms, including staged payments, may also apply by prior agreement.

4.3. The price of the Deliverables and the currency for payment will be set out in the Order.

4.4. Prices are exclusive of value added tax or any other similar tax ("**VAT**") payable in the Buyer's jurisdiction of incorporation but includes all other taxes, duties and levies. If VAT is chargeable in the Buyer's jurisdiction of incorporation, it will be separately identified on the invoice and will be payable by the Buyer.

4.5. Subject to clause 4.4, the Supplier will be responsible for, and will indemnify the Buyer in full, from and against any and all taxes, duties, fines, penalties and interest thereon, imposed on the Supplier, its personnel or any Affiliate of the Supplier, by the government or other lawful taxing authority of any country for or on account of any payment made to or earned by the Supplier in connection with the supply of Deliverables under the Contract.

4.6. If the Supplier does not receive any amount due from the Buyer under the Contract on its due date (as set out in clause 4.6 above), the Supplier will be entitled to charge interest on all valid overdue amounts at a rate of 0.5% per annum above the Base Rate, accruing on a simple basis from the day the amount became overdue and ending on the day payment is received in full by the Supplier.

5. MPS PROPERTY: Any items held by the Supplier which MPS has paid for in full or which MPS may have loaned, bailed, consigned or supplied to the Supplier for the execution of an Order will be at the Supplier's risk until delivered to MPS. The Supplier will be fully liable for any damage caused to such items whilst in its possession. The Supplier will retain such items in good condition during performance and after completion of an Order and will not dispose of such items except in accordance with MPS's written instructions nor will such items be used other than for the purpose of such Order without MPS's prior written consent. The Supplier will ensure that such items are at all times identified as the property of MPS and do not become the subject of any encumbrance.

6. QUALITY, WARRANTY AND CODES OF PRACTICE:

6.1. To the extent applicable for the performance of an Order, Supplier will comply with all quality requirements of MPS as set out on the purchase order. The Supplier will inspect and release Deliverables in accordance with the said quality requirements.

Quality requirements mean conforming product in all aspects of the Purchase Order, suppliers Quality performance will be monitored; MPS expect >98.0% conforming product delivered for each year of supply to MPS.

6.2. The Supplier warrants that all Deliverables will conform to the Procurement Conditions and will be free from defects in material, workmanship and, if the Supplier has responsibility for design, the Supplier further warrants that all Deliverables will be free from defects in design. All detected non-conformities must be notified prior to shipment to MPS. Any suspect non-conformance found after shipment must be reported immediately to MPS.

6.3. Where the Order (or any other part of the Contract) stipulates that acceptance tests or inspections will apply to the Deliverables, the Deliverables will not be deemed accepted until the completion of such acceptance tests or inspections to the satisfaction of the Buyer.

6.4. If Deliverables do not conform to the requirements set out in clauses 6.1 to 6.3 above ("Non-Conformance") and without prejudice to MPS's other rights and remedies which MPS may have, the Supplier will promptly replace or, where appropriate, repair or rectify any such Non-Conformance at its own expense within 30 days of receipt of written notice of Non-Conformance. If the Supplier fails to promptly repair, rectify or replace any Non-Conformance, MPS may, without prejudice to its other rights and remedies, (i) choose to accept the Non-Conformance and MPS will be entitled to reasonably adjust the Order price; or (ii) rectify or arrange to have rectified such Non-Conformance; or (iii) procure Deliverables from alternate sources in order to meet customer requirements.

6.5. The Supplier will ensure that it and its personnel will comply with all relevant MPS provisions and codes of practice of MPS including without limit, its standard security and health and safety requirements as applicable, see schedule attached. The Supplier agrees that MPS or their designated agent will have the right to enter the Supplier's facilities at reasonable times to inspect the facility, Deliverables, materials and any property of MPS. Such inspection will not constitute or imply acceptance of any Deliverables.

6.6 The Supplier shall ensure that all persons are aware of their contribution to product or service conformity and product safety. Definition related to product Safety is:- "The state in which a product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property"

6.7 The Supplier shall ensure that all persons are aware of the importance of ethical behaviour within your organisation; in the event that your organisation does not employ an ethical behaviour policy, the supplier must refer to MPSD0107 [available via www.metalprocessservices.com] as a guide.

6.8 The Supplier shall ensure that all efforts are made to prevent the purchasing and receiving of counterfeit parts, the definition and guide for identifying potential counterfeit parts is available via www.metalprocessservices.com, as document MPSD0138.

6.9 The seller will be notified that they may be liable for remedial costs should any counterfeit material be provided. MPS is not under obligation to return suspect or confirmed counterfeit material and MPS may elect to scrap any known counterfeit material.

7. TERMINATION:

7.1. Without prejudice to any rights and remedies, MPS may immediately terminate an Order in whole or in part by giving the Supplier written notice, identified as a "Notice of Termination", whereupon all work on that Order will cease. MPS will pay the Supplier in full and final satisfaction of all claims arising out of such termination: the price of all Deliverables which the Supplier has justifiably produced and completed in accordance with such terminated Order or part of the Order and which MPS has not paid for; the cost of settling any legally justified claims in connection with the necessary termination of sub contracts justifiably entered into in respect of the terminated Order or part thereof and the cost to the Supplier of any justified work in progress in respect of such Order.

7.2. The amount payable to the Supplier under Clause 7.1 above will not exceed the total amount that would have been payable to the Supplier for the Deliverables and payment is subject to the Supplier submitting its notice of claim within 2 calendar months of the termination date. Any finished Deliverables and any work in progress paid for by MPS under Clause 7.1 above will be delivered to MPS or be held by the Supplier as MPS property in accordance with clause 5 above.

7.3. If MPS has reasonable grounds for believing the Supplier will be unable to substantially fulfil its obligations, MPS may require the Supplier to provide reasonable written evidence that the Supplier will fulfil its obligations. If the Supplier fails to provide such evidence within 30 days of MPS's request, MPS may treat that failure as a material breach and terminate the relevant Order or any agreement relating to the Deliverables in whole or part.

7.4. Either Party has the right, without prejudice to its other rights and remedies, to terminate any Order or the Supply Agreement without liability, if the other Party commits any material breach of any of its obligations under the Procurement Conditions which it fails to rectify within 30 days of written notice of that breach (no notice period will apply for a breach of delivery terms) or makes a general arrangement with its creditors; or ceases or threatens to cease to carry on its business or a substantial part of it or is unable to pay its debts within the meaning of the applicable law as defined below; enters into liquidation whether compulsory or voluntary, except as a solvent company for the purposes of amalgamation or reconstruction; or has an administrator or administrative receiver of the whole or part of its assets appointed or if any equivalent proceeding under any competent jurisdiction occurs.

7.5. Except for clause 7.1 where termination is effective immediately on giving the Notice of Termination, termination will be effected 30 days from the terminating Party issuing a notice of termination to the other Party.

8. INTELLECTUAL PROPERTY:

8.1. "Intellectual Property" or "IP" includes any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

8.2. If any Deliverables, including, without limitation, any products, processes or business methods arise out of any research or development that is funded by MPS, then all Intellectual Property arising there from, including, without limit, new technologies that are developed under such funding and all Intellectual Property rights in and to the same, will vest solely and absolutely in MPS. Any and all MPS owned or licensed Intellectual Property including, without limit, designs, drawings, processes and developments which may be supplied to the Supplier pursuant to any Order will remain the sole and undivided property of MPS and/or its licensors. The Supplier will require its employees, sub-contractors and agents to sign all papers and do such acts and things as are reasonably necessary for MPS to secure title in, and to pursue formal patent grant or registration of, any Intellectual Property and Intellectual Property rights arising out of or in connection with any Order as contemplated by this clause.

8.3. If any allegation is made or any claim asserted against MPS, or any person claiming title from or through MPS, that any act done or proposed to be done in relation to Deliverables constitutes a violation or infringement of any patent, copyright, registered design or other proprietary right held by a third party, the Supplier will indemnify MPS and hold MPS harmless for and against any loss or damage (including, without limitation, all costs and expenses) arising directly or indirectly out of such allegation or claim howsoever caused unless the allegation or claim is the direct result of the Supplier following a design or process required by MPS.

8.4. In addition to the indemnity set out in Clause 8.3 the Supplier will procure for MPS a worldwide, non-exclusive, royalty-free, irrevocable license to manufacture, use and sell the Deliverables or have such replaced with substantially equivalent non-infringing Deliverables.

8.5. The Supplier is licensed to use and will use the MPS Intellectual Property and MPS Intellectual Property rights only for the purposes of performing its obligations under the Procurement Conditions and not otherwise.

9. PROPRIETARY INFORMATION:

9.1. "Proprietary Information" means all commercial, financial, technical or operational information, and any intellectual property not publicly known or available, which by its nature is confidential, and such information that has been or may be disclosed or otherwise made available in whole or in part to a receiving Party or any Representative in any form or medium. "Representative" means any one or more directors, officers, temporarily contracted personnel, or Affiliate of a Party. "Affiliates" means any entity that controls, is controlled by, or is under common control with either Party, and "control" means (a) an ownership interest, directly or indirectly, of more than fifty percent (50%) in such entity or Party, or the maximum percentage permitted under local laws or regulations in those countries where more than fifty percent (50%) ownership by a foreign entity is not permitted, or (b) the ability to direct the management or policies of such entity or Party, whether through ownership, contract, or otherwise. The Parties agree to exchange and disclose to each other certain of their Proprietary Information. Such information may include hardware, software, component design, manufacture, inspection, repair and overhaul, business information relating to supplies, pricing, costs, profits, business plans and strategies, customer or vendor lists and legal or financial advice. Documents containing Proprietary Information should be marked as "Proprietary," and for non-US purposes the term "Confidential" may be used instead however, the Parties agree that such information will be considered Proprietary Information, even if it is inadvertently not marked as such. Proprietary Information will be disclosed only as necessary and only for the purpose of fulfilling an Order. Title to any Proprietary Information will not be affected by any such exchange or disclosure.

9.2. Any Proprietary Information disclosed by one Party to the other in connection with an Order or a proposed Order will be treated in confidence and will not be copied or disclosed to any third party without the prior written consent of the disclosing Party. The receiving Party may only disclose Proprietary Information to its Representatives on a need-to-know basis in connection with these Procurement Conditions. The receiving Party will, at its sole cost and expense, ensure that the nondisclosure obligations of these Procurement Conditions are known, understood by and complied with by its Representatives. The receiving Party will be liable for any and all breach of confidence by its Representatives. These provisions do not apply to Proprietary Information that: (i) is in the public domain at the time of receipt by the receiving Party through no fault of the receiving Party; (ii) is lawfully received by the receiving Party from a third party who is without an obligation of nondisclosure; (iii) is developed by the receiving Party independently of the Proprietary Information, as established by extrinsic evidence, or (iv) is known by the receiving Party at the time of receipt.

9.3. The receiving Party will make only such copies or duplicates of any Proprietary Information as are necessary for the purposes contemplated. All copies will be maintained in confidence in the same manner as the originals from which the copies were made.

9.4. Upon expiry or termination of an Order, the receiving Party will destroy, or return upon request, any Proprietary Information, including all copies, belonging to the other Party disclosed in relation to that Order. The receiving Party acknowledges that it has no rights of use in or to such Proprietary Information after the return date or date of destruction.

9.5. If the receiving Party or any of its Representatives believes it is required by law or is otherwise obliged to disclose any Proprietary Information to any third party for any reason, the receiving Party will provide the disclosing Party with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief) to enable the disclosing Party to seek appropriate protective relief or to take steps to resist or narrow the scope of any required disclosure. The

receiving Party will co-operate with the disclosing Party with respect to such matters and will in any event disclose only such Proprietary Information as it has ascertained, after taking legal advice, it is legally compelled to disclose, and will ensure to the best of its ability that all Proprietary Information so disclosed is accorded confidential treatment. The receiving Party will always notify the disclosing Party in writing of the means, content and timing of such disclosure prior to such disclosure being made.

9.6. Notwithstanding the Supplier's obligation to obtain MPS written permission to disclose MPS Proprietary Information to a third party, the Supplier will procure that all MPS Proprietary Information supplied by MPS under any Order that is in the possession of the Supplier's sub-tier suppliers, sub-contractors and agents will be held in confidence and that it will take all necessary steps and actions to ensure that any such third party complies with all confidentiality provisions herein. The Supplier will indemnify and hold MPS harmless in the event of any breach of such provisions by any such third parties. Furthermore, the Supplier will notify MPS immediately on becoming aware of a breach or a potential breach and will inform MPS of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to MPS are mitigated. MPS reserves the right to take its own action against any such third party that misuses or that might reasonably misuse its Proprietary Information and to direct the Supplier to take certain actions.

9.7. The receiving Party will maintain and reproduce on all copies (including electronic documents), the proprietary markings and other legends contained on the Proprietary Information, and the receiving Party will not add any further markings to such Proprietary Information without the prior written consent of the disclosing Party. In addition, the Supplier will not without the prior written consent of MPS, use any MPS Proprietary Information to manufacture, supply, design, develop, sell, or provide goods, work, or services to any third party.

10. CONTROLLING INTEREST:

10.1. "Competitor" means the acquirer or any entity that is in the same corporate structure as such acquirer, including but not limited to parent, subsidiary, joint venture company that offers or sells products or services in competition with the products or services offered or sold by MPS, and "Controlling Interest" means any interest sufficient to give the power to secure by law or corporate action the ability to direct and conduct the business of the Supplier.

10.2. While the Supplier is under contract to MPS, if a Competitor acquires or is in due diligence to acquire a Controlling Interest in the Supplier, its sub-contractor or any holding company, subsidiary or division of the Supplier performing under an Order, the Supplier will immediately notify MPS in writing of the actual or potential acquisition, subject to regulatory or statutory obligations and the identity of such likely acquirer subject to the agreement of such likely acquirer.

10.3. If the third party directly or indirectly acquiring a controlling interest in the Supplier is a Competitor, then MPS may, without prejudice to any other rights and remedies it may have, immediately by written notice terminate an Order or the Supply Agreement in whole or part.

10.4. In addition to the provisions in clauses 10.1 to 10.3 above, if during the term of the Supply Agreement any third party or parties (acting together) takes any steps to acquire a Controlling Interest in the Supplier, its sub-contractor or any holding company, subsidiary, group company or division of the Supplier, the Supplier shall immediately notify MPS in writing of the actual or potential acquisition and the identity of the third party or parties involved. If MPS determines that such an acquisition is or could potentially be contrary to its commercial interests, or could impair Supplier's performance of its obligations, MPS may, without prejudice to any other rights and remedies it may have, including specifically under clause 7.3 of the GCP, immediately by written notice terminate an Order or the Supply Agreement in whole or part. In the event of such a termination (i) MPS will, in full and final satisfaction of all claims arising out of such termination, pay the Supplier the price of all Deliverables which the Supplier has justifiably produced and completed in accordance with such terminated Order or part of the Order before the date of termination and for which MPS has not paid; and (ii) if it has not already done so, the Supplier will promptly deliver all Deliverables produced and completed before the termination date to MPS or hold such Deliverables as MPS property.

11. PERSONAL INFORMATION: If the Supplier deals in the personal information of any employee or contractor of MPS, it will at a minimum and regardless where it is located and whether it is the controller or processor of such information, comply at a minimum with MPS's instructions, and the relevant laws on the protection of personal information in the jurisdiction of MPS. The Supplier will, at all times during and after the contract period, indemnify MPS and keep MPS indemnified for and against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by MPS arising from its breach of this clause except and to the extent that such liabilities have resulted directly from the instructions of MPS.

12. EXPORT CONTROL LAWS:

12.1 The Supplier acknowledges that any information provided to or received by it in accordance with or in relation to the GCP, the Supply Agreement or an Order may be subject to export control laws and regulations including, without limitation the United States Department of State International Traffic in Arms Regulations ("ITAR") and the United States Department of Commerce Export Administration Regulations ("EAR"). The Supplier agrees that it will strictly comply with all applicable requirements under such laws and regulations. The Supplier warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Deliverables which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Deliverables.

12.2 The Supplier agrees to afford MPS and any competent governmental department or other governmental administrative body access to Supplier's premises, for the purpose of auditing Supplier's compliance with the requirements of 12.1 above and to provide all necessary facilities and assistance for such audit to take place.

12.3 Where the Deliverables to be provided by the Supplier pursuant to any Order include the provision of services to be performed for or on behalf of MPS and which will, or may, involve Supplier's employees having or having the potential to gain access to information which is subject to export control laws and regulations; the Supplier will comply with i) all applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), agreements, guidelines, notices and instructions in relation to any use, export or transfer of information and ii) all requests and requirements of MPS for the same purpose. In the event the Supplier breaches any of the provisions of this clause 12 the Supplier shall indemnify MPS with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by MPS as a result or as a consequence of such breach.

13. INDEPENDENT CONTRACTOR: Neither Party will (i) represent itself as the agent or partner of the other Party; nor (ii) do anything (or omit to do anything) which might result in any person believing that such Party has the authority to contract or enter into commitments on behalf of, or in the name of, the other Party.

14. PUBLICITY: Neither Party will use the other Party's name or trademarks in any publicity without the other Party's prior written permission.

15. WAIVER AND REMEDY: The rights of a Party may be exercised as often as it considers appropriate, are cumulative and apply in addition to any other rights available at law or equity. A waiver of any rights hereunder shall not be effective unless expressly waived in writing signed by the affected Party. Not exercising or a delay in exercising a right is not a waiver of that right.

16. CONFLICT: If there is a conflict of terms the order of precedence will be: (1) any applicable Government terms; (2) the Supply Agreement; (3) the GCP; (4) terms in an Order other than Government terms; and (5) the statement of work (if any).

17. TRANSFER AND THIRD PARTY RIGHTS: No Party will assign or otherwise transfer any of its rights or obligations to any third party. Nothing in the Procurement Conditions will be construed as creating any rights in respect of any third parties (including, without limitation, any employee, officer, agent, representative or sub-contractor of any Party) under, as a result of, or in connection with the Procurement Conditions.

18. NOTICES: All non-legal notices to be served under any Order must be in writing and addressed to the Party at the address on the Order. Such notices may be delivered by hand or sent by fax or recorded delivery post. Service of legal notices will comply with the

relevant provisions in the relevant Country Schedule.

19. AMENDMENTS: The Procurement Conditions will not be amended other than by an agreement in writing signed by an authorised signatory of the Parties concerned, which is expressly stated to amend the Procurement Conditions.

20. SEVERABILITY: If any provision of the Procurement Conditions becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that provision will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

21. REPRESENTATIONS: The Parties agree that they have not contracted on the basis of any oral or written warranty representations, statements, communications, agreements or undertakings ("Representations"). The Parties agree that they will have no right or remedy in respect of any Representations (whether made negligently or innocently), except those expressly incorporated in the Procurement Conditions. Nothing in this clause 21 will limit or exclude any liability for fraud.

22. SURVIVAL: The provisions of clauses 5 - 9, 11, 12 and 14 - 23 and such clauses as stated to survive in any relevant Country Schedule will survive any expiry or earlier termination or after the Order becomes impossible of performance or is otherwise frustrated.

23. FORCE MAJEURE: Any delay or failure of either Party to perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the affected Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) will be given by the affected Party to the other Party as soon as possible but in any event not later than 5 days.

During the period of such delay or failure to perform by Supplier and after prompt notice from Supplier to MPS of the occurrence of such an event, MPS, at its option, may purchase Deliverables from other sources and reduce its requirement to Supplier by such quantities, without liability to Supplier, or have Supplier provide the Deliverables from other sources in quantities and at times requested by MPS and at the price set forth in the Order. If requested by MPS, the Supplier will, within 10 days of such request, provide adequate assurances that the delay will not exceed 30 days. If the delay lasts more than 30 days, MPS may immediately cancel an Order without liability. The Supplier will in any event, make all reasonable endeavours to mitigate the effects of any delay. For the avoidance of doubt, strikes, lock outs or other industrial action or disputes specific to the Supplier and/or its subcontractors or agents shall not be considered a force majeure event.

The time specified for the performance by a Party of any obligation of that Party in the Contract will be extended by a period equal to the period for which such performance is prevented by a Force Majeure Event.

The affected Party will use all reasonable endeavours to mitigate the effect of a Force Majeure Event.

If a Force Majeure Event occurs that will or may prevent the timely performance of a Party's obligations under the Contract, the affected Party will notify the other Party as soon as possible and in any event within five days of the start of the Force Majeure Event, providing: full details of the Force Majeure Event; its anticipated effect; and the affected Party's proposed measures to mitigate its effect.

If the Buyer reasonably believes that a Force Majeure Event has occurred that will or may prevent the timely performance of the Supplier's obligations under the Contract, the Buyer may immediately, on written notice to the Supplier, cancel its order under the Contract in respect of some or all of the Deliverables. In the event of such a cancellation the Supplier will repay to the Buyer any amount paid by the Buyer in respect of the cancelled deliverables before their cancellation and neither Party will have any other liability to the other in respect of such cancellation.

24 REACH AND HAZARDOUS MATERIALS:

24.1 Supplier warrants that where it sells, supplies or transfers Deliverables to MPS, and Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorisation and restriction of chemicals ("REACH") applies, it has complied with REACH and that each chemical substance constituting or contained in or used in the manufacture of Deliverables sold, supplied or transferred to MPS is, where required, registered; registered for MPS particular use; supplied with a safety data sheet compliant with REACH; is not restricted under Annex XVII of REACH; and if it appears on Annex XIV of REACH is authorised for MPS use.

24.2 Whether or not REACH applies, Supplier will immediately notify MPS if any Deliverables sold, supplied or transferred to MPS contain a substance listed on the Candidate List of Substances of Very High Concern for Authorisation ("the Candidate List") published by the European Chemicals Agency. Supplier will give MPS the name of the chemical substance and any information required by MPS to allow safe use of the Deliverables or to fulfil its own obligations under REACH. This clause 24.2 applies whether the sale, supply or transfer of Deliverables to MPS is inside or outside Europe.

24.3 Whether or not REACH applies to any Deliverables sold, supplied or transferred to MPS, on request by MPS, Supplier will provide all information required by MPS which will enable MPS to comply with its duty to communicate information on substances in articles as required by Article 33 of REACH, including but not limited to chemical composition, test data, hazard information and safety data sheets. This clause 24.3 applies whether the sale, supply or transfer of Deliverables to MPS is inside or outside Europe.

24.4 Supplier will comply with any other request for information by MPS which is required to enable MPS to comply with its obligations under REACH. All information supplied to MPS under clauses 24.1 to 24.4 will comply with REACH and any other requirements of MPS expressly notified to the Supplier by MPS. This clause 24.4 applies whether the sale, supply or transfer of Deliverables to MPS is inside or outside Europe.

24.5 Clause 6.3 will apply if Deliverables do not conform to the requirements set out in Clause 24. Supplier will indemnify MPS against any and all damages, losses, costs, actions, claims, liabilities or expenses suffered or incurred by MPS whether in contract, tort (including negligence) breach of statutory duty or otherwise, arising out of or in connection with any breach by the Supplier relating to clauses 24.1 to 24.4.

24.6 The Seller must advise upon receipt of this order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment. Seller shall comply with all applicable requirements contained in laws, regulations and directives including but not limited to national, EU, United States, state/provincial and local environmental, health and safety laws, regulations and directives relating to the supply of Goods and Hazardous Materials. All Goods and Hazardous Materials shall comply with the requirements set forth in the Montreal Protocol on ozone depleting substances. Upon delivery of Goods to Buyer, Unless Seller notifies Buyer in writing and obtains Buyer's prior written consent, no Goods shall contain any of the Hazardous Materials pursuant to Article 2.1 and identified in Article 4.1 of the European Parliament Directive 2002/95/EC (RoHS Directive) as that directive is amended from time to time. Seller shall be responsible for all costs and liabilities relating to the recycling of Goods pursuant to the most current version of the European Parliament Directive 2002/96/EC (WEEE Directive) as such Directive is implemented in each country to which said Goods are supplied to the Buyer.

All Goods and Hazardous Materials supplied to the Buyer shall comply with all applicable requirements under the Toxic Substance Control Act (TSCA), 15 U.S.C. 2601 et seq., and implementing regulations

25 GOVERNING LAW AND JURISDICTION:

25.1 The Procurement Conditions are governed by and will be construed in accordance with, English Law. The English courts have jurisdiction to settle any dispute arising out of or in connection with the Procurement Conditions and the legal relationships created by the Procurement Conditions and each Party submits to the exclusive jurisdiction of the English courts with respect to such disputes.

25.2 If the Supplier is based outside the UK it will provide the name and contact details of its process agent for service of process in any proceedings before the English courts. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Supplier must immediately appoint another agent and notify MPS the details of such agent. The Supplier agrees that failure by

a process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other method of service allowed by law.

25.3 All non-UK based Suppliers: (a) waive any objection to the courts of England on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Procurement Conditions, and (b) agree that a judgment or order of a court of England in connection with the Procurement Conditions binding on it and may be enforced against it in the courts of any other jurisdiction; and (c) represents and warrants that it is subject to civil and commercial law with respect to its obligations and that neither it nor its assets enjoys any right of immunity from set-off, suit or execution and it hereby waives any immunity it may have inconsistent with the foregoing.

26. LATE DELIVERY: If delivery is delayed other than for reasons set out in clause [23] (Force Majeure), then without prejudice to MPS's other rights and remedies, the Supplier will pay MPS a late delivery charge in an amount equal to two and a half percent (2.5%) of the invoice amount of the delayed Deliverables for each week of delay, calculated on a daily pro-rata basis, not to exceed an aggregate amount of ten percent (10%) of such invoice amount. MPS and Supplier agree that actual costs suffered by MPS as a result of a late delivery may be difficult to ascertain, uncertain in nature and incapable of exact determination in each instance, and that the late delivery charge is a good faith estimate of the internal costs suffered by MPS, and not a penalty, resulting from late delivery.

27. INTEREST RATE: If MPS does not make payment in accordance with clause 4.3, the Supplier will be entitled to recover a sum from MPS equal to the interest it pays or loses as the case may be in consequence of such late payment upon provision of evidence of such payment/loss. The amount so recoverable will not in any event exceed a sum equivalent to interest at 0.6% above the Bank of England's base rate on the overdue payment for the period between the dates on which the payment was due and made. For these purposes, the Bank of England's base rate will be that applicable at the date on which the overdue payment was due. The Parties acknowledge and agree that such payments are sufficient to compensate the Supplier for any such late payment.

28. PROVIDING SERVICES ON MPS SITE:

a. The Supplier will indemnify MPS against any liability claim or proceedings howsoever arising in respect of death or personal injury to any person, arising out of or caused by the carrying out or provision of the Deliverables, unless due to negligence by MPS or its employees, and any damage whatsoever to any property real or personal, arising out of or caused by the carrying out or provision of the Deliverables, provided that the same is due to any act, omission or default of the Supplier or its employees, servants or agents and will maintain such insurances as are necessary to cover its liability. The Supplier will produce for inspection documentary evidence that the insurances required under this clause 28 are properly maintained, if required to do so by MPS.

b. If the Supplier fails to obtain insurance as required under this clause, MPS may itself take out such insurance at the Supplier's cost and expense.

29. LEGAL NOTICES:

All legal notices must be written in English and subject to clause 24.2, be delivered by hand or by registered or certified post to the address of the party listed in the relevant Order for the attention of the receiving party's company secretary or equivalent person in charge of legal compliance. Legal notices will not be effective if sent by fax.

a. Any communication will be deemed to be given as follows: (a) if delivered in person, at the time of delivery, or (b) if sent by commercial courier service or registered or certified post at the date and time of signature of delivery receipt provided that in each case where delivery occurs after 4.30pm on a business day at the recipient's location or at any time on a day which is not a business day, service will be deemed to occur at 9.00am on the next following business day.

b. MPS or the Supplier may change the name and address for service by giving not less than 5 business days' notice to the other.

30. REPRESENTATIONS AND WARRANTIES

30.1 The Supplier represents and warrants to the Buyer that, on the Effective Date and on an ongoing basis:

a. it has the power to enter into and perform and has taken all necessary action to authorise its entry into and performance of, the Contract and the transactions contemplated by it;

b. no claim is being assessed and no litigation, arbitration or administrative proceedings are in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

c. it is not the subject of any obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

d. that on Delivery it will pass title to the Deliverables to the Buyer with full title guarantee, free from all Security Interests;

e. neither it nor any employee of it has given, or agreed or promised to give any financial or other advantage, to or for the benefit of any other person in order to obtain or influence the award of the Contract; and

f. save as disclosed in writing to the Buyer, no one other than a bona fide employee of the Supplier has recommended that the Buyer enter into the Contract or otherwise interceded or negotiated on the Supplier's behalf in relation to the agreement or negotiation of the Contract.

30.2 The representations and warranties in clauses 30.1 will:

a. Survive the execution of the Contract and the Delivery of the Deliverables; and

b. Will be deemed repeated by the Supplier on the Scheduled Delivery Date of each Deliverable with reference to the facts and circumstances then existing.

31. INTERPRETATION

- (a) In these GCP unless the context otherwise requires any reference to:
- (i) an "amendment" includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and "amend" will be construed accordingly;
 - (ii) a clause, sub-clause or a schedule is a reference to a clause or sub-clause of, or a schedule to, these GCP;
 - (iii) a currency is a reference to the lawful currency for the time being of the relevant country;
 - (iv) "include", "includes", "including" or similar terms will not be construed as exclusive or limiting examples of the matters in question and will mean "including, without limitation";
 - (v) a "person" includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, agency, committee, department, authority and other bodies, corporate or unincorporated whether having distinct legal personality or not;
 - (vi) a "regulation" includes any regulation, rule, official directive, request or guideline in each case whether or not having the force of law but, if not having the force of law, being of a type the compliance with which is in accordance with the general practice of the persons to whom it is addressed of any governmental, intergovernmental or supranational body, agency, department or regulatory, self regulatory or other authority or organisation;
 - (vii) a provision of any Law is a reference to that provision as extended, applied or amended and includes any subordinate legislation;
 - (viii) words imparting the singular include the plural and vice versa;
 - (ix) unless the context otherwise requires, a reference to one gender will include a reference to the other genders; and
- (b) The headings in the GCP do not affect its interpretation.

32. RECORDS, DATA AND AUDIT RIGHTS

32.1 The Supplier shall at all times operate a system of accounting and maintain complete and accurate records and data of all actions taken in connection with, and all supporting documentation in relation to, the performance of its obligations under the Contract ("Records").

32.2 The Supplier shall retain the records and data (both during and after the Contract) and shall not destroy the records and data (whether during or after the Contract) without MPS's prior consent in writing. The Supplier shall ensure the safe custody of all records and data and shall prevent unauthorised access to or use of them both during and after the Contract.

32.3 The Supplier shall permit MPS to take copies of records and data on MPS's request whether during or after the Contract.

32.4 The Supplier shall ensure that all records and data and all information provided to MPS in relation to any Contract are accurate, complete and not misleading.

32.5 The Supplier shall provide to MPS and our Customer's representatives, and shall procure MPS and the Customer's representatives are provided with, access to the Supplier's premises and/or any other premises where the Goods and/or Services are manufactured, processed and/or performed and/or where the records and data are located to conduct an audit to ensure the Supplier's compliance with the Contract (including an audit of the records and data, and/or the facilities, processes and/or procedures used for the manufacture/process of the Goods and/or performance of the Services). Any such audit will be carried out with 48 hours' prior notice or in the case of suspected fraud or if MPS (or its end customer) is required to conduct an audit, then MPS, the Customer's representatives, the end-customer and/or any regulatory authority shall be entitled to carry out the audit without giving prior notice. The rights of access set out under this clause shall also apply to any relevant suppliers to the Supplier whereby each supplier to the Supplier shall each be deemed to be the "Supplier"

32.6 The Supplier shall provide, and procure the provision, at no cost to MPS of all reasonable assistance and facilities (including, where appropriate, access to office accommodation, telephone and/or fax facilities) to MPS and MPS's representatives as required by MPS to exercise its rights under condition 32.5 above.

33. SUB-TIER SUPPLIERS

33.1 The Supplier shall not sub-contract or transfer any part of the order without the prior written consent of the purchaser (Metal Process Services Ltd). Should written consent be given, all requirements specified by Metal Process Services Ltd must be flowed down on purchasing documents to the sub-tier.

In addition to the contents and conditions as outlined within MPS's purchase order and the requirements stated within this document, the supplier has an obligation to ensure that packing and containers supplied with the product by MPS is stored and handled adequately to prevent damage or deterioration whilst at the supplier's premises.

It is also the supplier's obligation to ensure that all parts are re-packed following any process and returned to MPS in the same container as delivered and in a suitable clean condition and adequately protected.

The supplier must make every effort to ensure that all parts and packaging are protected adequately to prevent damage or deterioration during transportation back to MPS.

SCHEDULE 1 – CODES OF PRACTICE

1. HEALTH , SAFETY AND THE ENVIRONMENT

The Seller shall comply in all respects with the applicable environmental and health and safety laws and regulations and shall indemnify and hold harmless the Buyer from and against all damages costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach by the Seller of such laws or regulations

1.1 ENVIRONMENTAL

MPS expect its suppliers to care for the environment through a commitment to good environmental practices. They are expected to implement an appropriate environmental management system comparable with the requirements of ISO 14001 and are encouraged to gain third party certification.

1.2 HEALTH AND SAFETY

MPS expects its suppliers to make proper provision for the health, safety and welfare of their people, visitors and contractors and those in the community who may be affected by their activities. A safe and hygienic working environment should be provided and best occupational health and safety practice promoted, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Suppliers are encouraged to implement a health and safety management system such as Occupational Health and Safety Assessment Series (OHSAS) 18001.

2. EQUAL OPPORTUNITIES

The Supplier shall operate an Equal Opportunities Policy, which shall be set out in any procedures circulated to its personnel concerned with delivery of the Services, recruitment training and promotion. The Supplier shall not discriminate directly or indirectly against any person contrary to the Equality Act 2010. The Supplier shall comply with the provisions of the Act in all dealings with sub-contractors.

Where in connection with the Contract, the Supplier, its agents or sub-contractors, or the Supplier's personnel are required to carry out work on the Purchaser's premises or alongside the Purchaser's employees, the Supplier shall comply with the Purchaser's own policies and codes of practice relating to equal opportunities and dignity at work.

In the event that the Supplier enters into any sub-contract (only if and where permitted elsewhere in the Contract) in connection with the Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to this entire section of the Contract.

If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Supplier or against the Purchaser arising from the conduct of the Supplier, the Supplier will take such immediate remedial steps to prevent further recurrences.

3. ANTI BRIBERY AND CORRUPTION

The Supplier shall not, and no member of its group of companies shall, offer or agree to give any person working for or engaged by the Purchaser any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Contract or any other agreement between the Parties.

In the event of any breach of the above by the Supplier or by anyone employed by the Supplier or acting on the Supplier's behalf, whether with or without the knowledge of the Supplier, or if the Supplier or anyone employed by the Supplier or acting on the Supplier's behalf shall have committed an offence under the Bribery Act 2010, the Purchaser shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier.

The Supplier shall notify the Purchaser in the event that the Supplier or anyone acting on the Supplier's behalf, are prosecuted for any corruption-related offences including bribery.

4. SECURITY

Where stipulated on the order, Suppliers will ensure adherence to the security criteria of the Customs-Trade Partnership Against Terrorism (C-TPAT) program of the United States Customs & Border Protection including but not limited to business partner selection, container & trailer security, physical access controls, personnel security, procedural security, physical security, information technology security, and security training and threat awareness unless otherwise prohibited by law. Supplier will provide a security questionnaire, access to facilities (Clause 6.4), and/or other written verification of adherence to these criteria upon request, including those of sub-tier suppliers or service providers chosen by the Supplier in provision of the Deliverables. Supplier will notify MPS immediately of any breach of security in the supply chain. Supplier acknowledges failure to respond to requests in this Clause and/or subsequent corrective actions will be reasonable grounds for termination of the order.