

FCS Terms and Conditions of Purchase

The acceptance of any order is on the understanding that the Supplier agrees to the following Terms and Conditions of Purchase. The Supplier accepts the Purchase Order by acknowledging receipt or commencing performance. Purchase Orders will not be accepted against any other terms.

Definitions

The term "Buyer" shall mean FCS. "Supplier" shall mean the Organization, Company or Person to whom the Purchase Order is issued. "Goods" shall mean any such goods or service to be supplied to the Buyer by the Supplier (or by any of the Supplier's sub-contracts) pursuant to or in connection with this Purchase Order. "Service" shall include all service work specified in this Purchase Order. "The Contract" shall mean the contract between Buyer and Supplier consisting of the Purchase Order (the "Order") and any other document specified in the Order.

1. Price

- 1.1** The price of the Goods will be as stated in our Order and, unless otherwise stated, will be:
- exclusive of any applicable Tax
 - inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Goods to or at the delivery address, and of any duties or levies other than Tax.
 - payable in dollars or other currency as stated on the purchase order.
 - fixed for the duration of the Contract.

2. Payment

- 2.1** Invoices must quote the Order number, and be sent to the "Invoice" address shown. Failure to quote the Order number may result in delayed payment.
- 2.2** Unless otherwise stated in the Order, we will pay the contract price within 60 days of the end of month in which we receive the invoice.

3. Delivery

- 3.1** Goods supplied against the Order must be adequately protected against damage and deterioration in transit and delivered carriage paid to the door of the Buyer's address during opening hours as identified on the face of this Order, unless otherwise agreed by the Buyer in writing. A packing note quoting the number of the Order must accompany each delivery or consignment of Goods and must be displayed prominently. Risk in the Goods shall remain with Supplier until delivered to and accepted by Buyer at the destination specified in the Order. Unless otherwise provided in the Order all containers and packing materials supplied by Supplier shall be considered non-returnable and their costs of such containers and materials shall be included in the price. Where Buyer receives Goods or Services "unexamined" Buyer's right subsequently to inspect and reject them if they do not comply with the Order or claim for shortage shall not be prejudiced. In the event where Goods are so rejected, then such Goods shall be returned at the Supplier's risk and expense.
- 3.2** Any time or period identified on the face of the Order for delivery, dispatch, performance or completion by Supplier shall be of the essence of the Order. Without limitation, Buyer shall be entitled to cancel the Order and/or claim reimbursement for all reasonable losses, costs and expenses suffered in the event:
- Supplier fails to deliver Goods or provide Services in accordance with the terms of the Order.
 - Supplier fails to make progress with the Order so as to jeopardize the purpose of the Order.

3.3 The Supplier undertakes to notify the Buyer in writing without delay of any unavoidable change in circumstances that may lead to a delay in delivery and/or performance. Such notification shall be accompanied by a clear and detailed plan to ensure that performance of the contract is maintained and that any unavoidable delay is kept to the absolute minimum.

3.4 For scheduled Orders, where Goods are to be supplied in instalments, the contract is still to be treated as a single contract. If you fail to deliver or perform any instalment, we may treat the whole contract as repudiated.

3.5 The Supplier shall be responsible for obtaining all export licenses, permits or other US and foreign government authorizations as necessary.

4. Passing of Title

4.1 Title in the Goods and or materials being the subject matter of the Order shall pass to Buyer upon delivery provided that any passing of title shall not prejudice Buyer's right to reject for non-conformity with Order or any other rights that the Buyer may have under the Order, and provided also that where advance or progress payments are made, title but not risk shall pass to the Buyer as soon as such Goods or materials are allocated to the Order. All Goods or materials so allocated shall be adequately marked and recorded as being the property of Buyer.

5. Guarantees and Warranties

- 5.1** You promise that:
- the quantity, quality, description and specification for the Goods will be those set out in our Order, apart from which then of the best standards reasonably to be expected in the market for that kind of Good.
 - any Goods will be free from defects in materials and workmanship.
 - any Goods will comply with all statutory requirements and regulations, and with all normally applicable quality standards, relating to their sale or supply.
 - any services will be performed by appropriately qualified and trained personnel.
 - neither the sale and supply of any Good, nor its proper use by us for an intended purpose, will breach any property rights in or about that Good, including intellectual property rights, of any other person.
- 5.2** The Buyer may by written notice to the Supplier reject any of the Goods which fail to meet the requirements specified herein or which are defective in any way. Such notice shall be given within a reasonable time after delivery to the Buyer of the Goods concerned. If the Buyer shall reject any of the Goods pursuant to this Condition the Buyer shall be entitled (without prejudice to his other rights and remedies) either:
- to have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Buyer shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or
 - to obtain a refund from the Supplier in respect of the Goods or Service concerned.
- 5.3** All warranties, conditions and other terms implied by statute or common law in our favor will apply to any Goods bought from you.
- 5.4** The supplier warrants that all necessary permits or licenses required for the supply of the Goods have been obtained.



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6. Intellectual Property

6.1 The Supplier shall indemnify the Buyer from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered design, trade mark or copyright arising out of the sale or use of any Goods supplied under this Order, provided always that the Supplier shall not be required to indemnify the Buyer against such infringements where the Goods are supplied to the particular design or specification of the Buyer.

6.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by the Buyer pursuant to this Order shall remain vested solely in the Buyer and the Supplier shall not (except to the extent necessary for the implementation of this Order) without prior written consent of the Buyer use or disclose any such specifications, plans, drawings, patterns, models or designs or any information (whether or not relevant to this Order) and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Buyer or the Order in any advertisement without the Buyer's prior written agreement.

6.3 All new intellectual property rights arising from the supply of Goods or Services under this Order shall be vested in and become the property of the Buyer. Save that nothing in this clause 6.3 shall be construed as affecting the ownership of intellectual property rights in the Goods or Service in existence prior to the performance of this Order.

7. Termination

7.1 For default in the event of a breach of any of the terms and conditions of this Order the Buyer may give the Supplier notice of such breach. If such breach is capable of remedy the Supplier shall rectify the breach within fourteen days. If the breach has not been rectified within fourteen days or if the breach is not capable of remedy then the Buyer may give notice terminating the Order without incurring liability. The Supplier shall indemnify the Buyer from and against any cost resulting from the termination of the Order.

7.2 For insolvency if the Supplier becomes insolvent or has a receiver or administrator appointed over all or a substantial part of its undertakings or assets or is compulsorily or voluntarily wound up or enters into any liquidation (or being an individual be declared bankrupt) or if the Buyer bona fide believes that any of such events may occur then the Buyer shall have the right without prejudice to any other remedy to suspend the performance of or terminate the Order without incurring liability except in respect of Goods already delivered.

7.3 For convenience the Order may be terminated by the Buyer at any time in whole or in part by notice to the Supplier. In the event of such notice the Supplier shall cease work. The Buyer will pay a fair and reasonable price for justified work or Goods completed at the time of termination. Payment of such price shall be in full and final settlement of any claims arising out of such termination. Such payments made taken together with any sums paid or due or becoming due to the Supplier under the Order shall not exceed the total price of the Goods under the Order.

7.4 Any termination of the Order shall not prejudice any rights or remedies which may have accrued to either party under this Order at the date of termination and both parties shall use reasonable endeavors to mitigate their losses on such termination.

8. Confidential Information

8.1 Technical information, drawings, design and other data supplied by Buyer are confidential and shall not without the prior written consent of Buyer be disclosed to any third party and shall be used solely for the purpose of the Order.

8.2 Where drawings or other data is issued by Buyer, Supplier shall exercise proper custody and control and return/dispose of such issued drawings or other data in accordance with the Buyer's instructions.

9. Progress Reports

9.1 If so required by the Buyer the Supplier shall submit to Buyer a regular Progress Report detailing progress towards completion of the Order. The contents and frequency of said Progress Report shall be as specified on the face of the Order form, or as otherwise agreed between Buyer and Supplier.

10. Anti-bribery clause

10.1 The Supplier will: **10.1.1** Comply with all applicable laws, regulations, codes and sanctions relating to antibribery and anti-corruption including, but not limited to: - Local and national laws in the territories in which it operates. - The UK Bribery Act 2010. - The US Foreign Corrupt Practices Act 1977. - The UN Convention Against Corruption. **10.1.2** Comply with the Halma p.l.c. Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com). **10.1.3** Have in place its own policies and procedures to ensure compliance with this Clause.

10.1.4 Ensure that all parties with which it is associated or who are providing goods or services in connection with any contract governed by these Terms (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause. **10.1.5** Maintain complete and accurate records of all transactions and payments related to any contract governed by these Terms and, on reasonable request, disclose details of those transactions and payments to the Company.

10.1.6 On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause.

10.1.7 Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

10.2 The Supplier will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by The Supplier of any of its obligations under this Clause. This indemnity will not apply to any fine levied on the Company as a result of the Company's criminal liability.

10.3 If The Supplier breaches Clause 1.2 above the Company shall have the right to terminate any contract governed by these Terms without notice and with immediate effect and will be in no way liable to The Supplier in respect of such termination for payment of damages or any other form of compensation.

11. Arbitration

11.1 All disputes or (claims) arising out of or in connection with the contract shall be referred to the arbitration of a sole arbitrator to be agreed between the parties or, in default of agreement, appointed at the request of any party by the President for the time being of (the Chartered Institute of Arbitrators). Arbitration shall take place in the United States in accordance with the Arbitration Act 1996)

12. Law

12.1 FCS: This Order shall be governed by and interpreted in accordance with the Laws of the United States and shall be subject to the jurisdiction of the Courts of The United States.

12.2 Buyer and Supplier retain all statutory rights not inconsistent herewith.

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