

## Lapmaster International Limited – Purchasing Terms and Conditions

### Definitions

- 1.1 "**Delivery Date**" means the date specified by Lapmaster when the Goods or Services are to be delivered;
- 1.2 "**Goods**" means the articles that Lapmaster agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.3 "**Invoice Address**" means Accounts Payable, Lapmaster International Limited, Unit 1 North Road, Lee Mill Industrial Estate, Lee Mill, Ivybridge, Devon, PL21 9EN.
- 1.4 "**Purchase Order**" means Lapmaster's Purchase Order for the Goods or Services;
- 1.5 "**Price**" means the price for the Goods or Services stated on the Purchase Order, inclusive of VAT (if applicable) or any analogous sales tax, carriage, freight, postage, insurance and other costs;
- 1.6 "**Supplier**" means the person or organisation to whom a Purchase Order is sent by Lapmaster.
- 1.7 "**Services**" means all services and/or performance of works or professional services that Lapmaster agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.8 "**Lapmaster**" means Lapmaster International Limited, Unit 1 North Road, Lee Mill Industrial Estate, Lee Mill, Ivybridge, Devon, PL21 9EN.
- 1.9 "**Terms and Conditions**" means these terms and conditions and any special terms and conditions agreed in writing by Lapmaster and set out in the Purchase Order;

### Terms and Conditions

- 2.1 In the absence of a signed agreement between Lapmaster and the Supplier for the purchase of particular Goods and/or Services, these Terms and Conditions shall apply to all the purchase of such Goods and/or Services by Lapmaster from the Supplier to the exclusion of all other terms and conditions, including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.
- 2.2 In the event Supplier form(s) or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, Supplier agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this Terms and Conditions shall supersede and control over those contained in the Supplier's form(s) regardless of any statement to the contrary in a Supplier form(s). Unless Lapmaster specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Supplier forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 2.3 Despatch or delivery of the Goods or Services by the Supplier to Lapmaster shall be deemed conclusive evidence of the Supplier's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Lapmaster. The Purchase Order, these Terms and Conditions and any special terms and conditions shall form the entire agreement between Lapmaster and the Supplier in relation to the purchase of the Goods and/or Services.

### Price and Payment

- 3.1 Unless otherwise agreed, the Price is:
  - 3.1.1 that stated in the Purchase Order;
  - 3.1.2 exclusive of UK VAT;
  - 3.1.3 inclusive of any other taxes payable;
  - 3.1.4 inclusive of cost of delivery to the delivery address specified by Lapmaster and of standard packaging suitable for the means of delivery and any customs or import/export duties;
  - 3.1.5 fixed; and
  - 3.1.6 in the currency agreed between Lapmaster and the Supplier, and if no currency has been agreed, in GB Pound Sterling.
- 3.2 A valid VAT invoice in respect of the Price shall be produced to Lapmaster by the Supplier. Unless otherwise agreed in writing by Lapmaster, the invoice may only be submitted and dated after completed delivery of the relevant Good or completed performance of the relevant Services. The invoice shall not be valid unless it states the Invoice Address, the Lapmaster Purchase Order number ( a five digit number), the Supplier's VAT number, the net amount due, and the Supplier's full banking details (including account number, sort code, and, where applicable, SWIFT code).
- 3.3 Lapmaster shall pay the Price within 60 days from the end of the month of receipt of the invoice.
- 3.4 The Supplier shall not be entitled to vary the Price without the prior written consent of Lapmaster.

### Warranty

4.1 Unless otherwise agreed, the Supplier warrants to Lapmaster, and it is a condition of the agreement between the Supplier and Lapmaster that the Goods themselves shall and the sale/performance of the Goods and Services shall:

4.1.1 comply with any specification and any drawings, descriptions or samples supplied prior to the Purchase Order and any requirements made by Lapmaster ; no changes to the formulation /specifications/ key characteristics of the product shall be made without prior notification to Lapmaster International Ltd.

4.1.2 be of satisfactory quality, safe and fit for their purpose and any Services shall be supplied with due care and skill, and be supported with evidence of such by way of certification that the product conforms to the purchase specification. ;

4.1.3 comply with all laws and industry standards applicable to the nature of Goods and Services supplied.

4.2 Without prejudice to clause 4.1 and any other rights of Lapmaster , the Supplier warrants that the Goods and Services shall continue to comply with clauses 4.1.1 and 4.1.2 until (i) 3 (three) months from the date of completed delivery of the Goods and Services or (ii) 3 (three) months after they are put into use (whichever is the sooner) and if they do not so comply the Supplier shall at its cost, within 14 days remedy the defect in the Goods and/or Services or replace the Goods.

4.3 Lapmaster may without prejudice to its other remedies, within 3 (three) months of completed delivery at the Supplier's cost (including freight) reject, in whole or in part, Goods which do not comply with these Terms and Conditions. Lapmaster shall not be deemed to have accepted to Goods on receipt. The signature of a Lapmaster representative on delivery is only evidence of the number of packages and/or Services received and not that they comply with these Terms and Conditions.

4.4 Where the Goods are repaired or replaced in terms of clause 4.2 the Supplier warrants those repaired or replaced Goods for a further period of 3 (three) months from the date of repair or replacement.

4.5 The Supplier shall notify Lapmaster of any intended/unintended supply of nonconforming product, and obtain Lapmaster approval for nonconforming critical product disposition, if this should affect delivery lead times.

4.6 The Supplier shall notify Lapmaster of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain Lapmaster approval.

4.7 The Supplier shall flow down to the supply chain the applicable requirements including customer requirements.

4.8 The Supplier shall maintain and retain records of product/processes relating to goods supplied to Lapmaster, and indicate to Lapmaster the format type and retention times.

4.9 The Supplier shall provide right of access to Lapmaster, Lapmaster customers, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the purchase order and to all applicable records

### Delivery of Goods and/or Performance of Services

5.1 Delivery of the Goods and/or Services shall be made to Lapmaster's address on the date specified in the Purchase Order during normal business hours, unless previously arranged otherwise. Time shall be of the essence in this respect and Lapmaster is entitled to cancel, without notice, the whole or any part of the Purchase Order if this Clause is not complied with by the Supplier.

5.2 The Services (if applicable) shall be performed in a professional manner to the satisfaction of Lapmaster. If any part of the Services is found to be inadequate or in any way differing from the Contract, other than as a result of default or negligence on the part of Lapmaster, the Supplier shall at its own expense reschedule and perform the work correctly within such reasonable time as may be specified.

5.3 Where Lapmaster cancels the whole or part of the Purchase Order in accordance with clause 5.1:

5.3.1 all sums payable by Lapmaster in relation to the whole or part of the Purchase Order cancelled shall cease to become payable;

5.3.2 all sums paid by Lapmaster in relation to the whole or part of the Purchase Order cancelled shall be repaid by the Supplier;

5.3.3 Lapmaster shall be entitled to recover damages from the Supplier for any loss caused to Lapmaster where Lapmaster cancels the whole or part of the Purchase Order in accordance with clause 5.1.

5.4 Without prejudice to its other rights, Lapmaster may cancel a Purchase Order in whole or in part (i) immediately if there is a material breach of these Terms and Conditions (these shall include any breach of clause 4) (and if the breach is remediable if it is not remedied within 14 days of Lapmaster sending notice to the Supplier) or if the Supplier becomes bankrupt and (ii) on 1 (one) months' notice at any time prior to complete delivery of the Goods and Services.

5.5 The Supplier shall not without Lapmaster's written consent subcontract the supply of Goods and/or performance of the Services under this Terms and Conditions.

#### **Lapmaster's Remedies**

6.1 Lapmaster shall inspect the Goods or Services upon delivery in accordance with this clause 6.

6.2 Where Goods and/or Services are damaged Lapmaster shall notify the Supplier. Lapmaster may reject the damaged Goods and/or Services and the following provisions shall apply:

- 6.2.1 the Supplier shall collect the damaged Goods from Lapmaster at the Supplier's expense;
- 6.2.2 during the period between delivery of the Goods and collection by the Supplier, Lapmaster shall not be liable for any loss or further damage caused to the damaged Goods;
- 6.2.3 all sums payable by Lapmaster in relation to the damaged Goods and/or Services shall cease to become payable;
- 6.2.4 all sums paid by Lapmaster in relation to the damaged Goods and/or Services shall be repaid by the Supplier;
- 6.2.5 Lapmaster shall be entitled to claim damages from the Supplier for any losses caused to Lapmaster as a result of the Goods and/or Services being damaged.

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6.3 Where there are shortages in the Purchase Order Lapmaster shall notify the Supplier and the following provisions shall apply:

- 6.3.1 all sums payable by Lapmaster in relation to the missing Goods shall cease to become payable;
- 6.3.2 all sums paid by Lapmaster in relation to the missing Goods shall be repaid by the Supplier immediately;
- 6.3.3 Lapmaster shall be entitled to claim damages from the Supplier for any losses caused to Lapmaster as a result of the shortages.

6.4 If Lapmaster so requests, the Supplier shall immediately replace damaged Goods or Services which are missing at the Supplier's expense and/or Lapmaster shall be entitled to cancel, without notice, the whole or any unexecuted part of the Purchase Order and the rights referred to in Clause 6.2 shall apply.

6.5 Where there is an excess of Goods in relation to the Purchase Order Lapmaster may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:

- 6.5.1 the Supplier shall collect the excess Goods from Lapmaster at the Supplier's expense;
- 6.5.2 during the period between delivery of the Goods and collection by the Supplier, Lapmaster shall not be liable for any loss or damage caused to the excess Goods;
- 6.5.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to Lapmaster immediately.

6.6 Lapmaster may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by Lapmaster in accordance with Clause 3.

6.7 The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving notice to that effect from Lapmaster.

#### **Title and Risk**

7.1 The title and risk in the Goods and/or Services shall remain with the Supplier until they are delivered at the point specified by Lapmaster in the Purchase Order or any other relevant document, and transferred to Lapmaster's possession, at which time title and risk in the Goods and/or Services shall transfer to Lapmaster.

#### **Indemnity**

8.1 The Supplier shall fully indemnify Lapmaster and keep Lapmaster fully indemnified for any claims, demands, cause of action, damage, loss, consequential loss, costs, expenses (including legal expenses) made against or suffered by Lapmaster arising out of loss or damage to any Lapmaster property, negligence or a breach by the Supplier of any of the Terms and Conditions set out here.

#### **Intellectual Property Rights**

9.1 All patents, copyright, design rights and other intellectual property rights ("IPR") in any materials prepared or supplied by Lapmaster to the Supplier shall remain the property of Lapmaster.

9.2 All IPR in materials prepared or developed by the Supplier in connection with the provision of Services shall vest in Lapmaster, unless specifically agreed otherwise in writing between Lapmaster and Supplier.

9.3 The Supplier shall disclose to Lapmaster all inventions which the Supplier or its staff may make in performing the Services and which are wholly or substantially based on concepts or data developed or supplied by Lapmaster. All IPR to such inventions shall vest in Lapmaster.

9.4 The Supplier shall execute all documents and perform such acts as may be reasonably necessary to enable Lapmaster to obtain and/or maintain its IPR.

9.5 In respect of IPR vested in a third party, the Supplier shall obtain from such third party (at no cost to Lapmaster) such permission, waiver or licence as may be necessary for the performance of the Services and/or for the data to be used, copied or modified by Lapmaster or by any third party authorised by the Supplier.

9.6 The Supplier waives, and shall procure from any third party the waiver of, the exercise against Lapmaster of all moral rights in materials that are or become vested in the Supplier and/or any third party.

#### **Software**

10.1 Unless otherwise agreed, where the Goods or Services include the supply of software then:

10.2 if the Software is bespoke or has been specially commissioned by and developed for Lapmaster, then the Supplier hereby assigns all intellectual property rights (and waives all moral rights) in such Software and related documentation to Lapmaster and the Supplier shall on request without further payment sign or execute further documentation to formalise or perfect the assignment

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10.3 pending any necessary formalisation of the assignment and in any other case than under clause 10.2, the Supplier hereby grants to Lapmaster and Lapmaster affiliates a non-exclusive, irrevocable, perpetual, worldwide licence to use the software for all reasonable purposes.

10.4 the Supplier shall supply Lapmaster with all necessary manuals and with one copy in machine-readable object code of the software and each new release of the software which modified or enhances the software, and in the case of software under clause 10.2 it shall on Lapmaster's request supply the source code.

10.5 without prejudice to clause 4, all hardware and software shall be capable of full use for their intended purpose and of maintenance and amendment by a software engineer external to the Supplier and reasonably qualified in the relevant sector without external costs to Lapmaster and without recourse to any additional codes or materials other than those supplied as part of the Goods or Services.

#### **Severance**

11.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

#### **Confidentiality**

12.1 Supplier shall keep all work and services carried out hereunder for Lapmaster entirely confidential, and not use, publish, or make known, without Lapmaster's written approval, any information developed by the Supplier or furnished by Lapmaster to any persons other than personnel of the parties to this Terms and Conditions. Any public representation regarding Lapmaster shall be made by Lapmaster and any requests for information made to the Supplier by the news media, or others, shall be referred to Lapmaster. Additionally, the Supplier shall not reference Lapmaster nor the work performed for Lapmaster without prior written approval. Information Supplier considers as proprietary or confidential and has indicated/marked as proprietary or confidential will be treated by Lapmaster in the same manner as Lapmaster treats its own proprietary or confidential information. Supplier further agrees to place under a confidentiality obligation, any subcontracts and/or consults the Supplier enters into agreements with for the performance of work under this Terms and Conditions. Such confidentiality obligations shall be on terms no less stringent than the Supplier's confidentiality obligations under this clause 12.1

#### **Cancellation**

13.1 Without prejudice to its other rights Lapmaster may cancel a Purchase Order in whole or in part (i) immediately if there is a material breach of these Terms and Conditions (this shall include any breach of clause 4) (and if the breach is remediable if it is not remedied within 14 days of Lapmaster sending notice of it to the Supplier) or if the Supplier is in financial difficulties and (ii) at any time prior to the completed delivery of the Goods or performance of the Services in accordance with these Terms and Conditions on 1 month's notice. Terminating the Purchase Order shall not affect those Terms and Conditions which are capable of subsisting.

#### **Assignment**

14.1 The Supplier may not assign or otherwise transfer its rights or obligations under these Terms and Conditions without Lapmaster's prior written consent.

#### **Notices**

15.1 Unless otherwise agreed, notices to Lapmaster shall be addressed to the Finance Controller, Lapmaster International Limited, Unit 1 North Road, Lee Mill Industrial Estate, Lee Mill, Ivybridge, Devon, PL21 9EN and to the Supplier at its address as given on invoices, the Purchase Order or other official document.



Lapmaster International Limited  
Central Avenue  
Lee Mill Industrial Estate  
Lee Mill  
Devon PL21 9EN  
Tel: +44 (0) 1752 893191  
Fax: +44 (0) 1752 896355  
Website: [www.lapmaster.co.uk](http://www.lapmaster.co.uk)

**Governing Law & Jurisdiction**

16.1 These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.