



The purchase by r2p of all Goods and Services from a Supplier shall incorporate the following standard terms and conditions within the usual course of its business.

1. Definitions

- 1.1. **"Business Day"** is a day other than a Saturday, Sunday or public holiday in England, when the banks in London are open for business.
- 1.2. **"Business Hours"** the period from 9.00 am to 5.00 pm on any Business Day.
- 1.3. **"Conditions"** the terms and conditions set out in this document as amended from time to time in accordance with clause 19.
- 1.4. **"Contract"** means the Contract between r2p and the Supplier for the sale and purchase of Goods and/or Services in accordance with these Conditions.
- 1.5. **"Supplier"** means any business or commercial entity based in the United Kingdom ("UK") that supplies Goods and Services to r2p.
- 1.6. **"Specification"** means any written requirements for the Goods and Services as stipulated and supplied by r2p to the Supplier prior to the Quotation.
- 1.7. **"Data Privacy Legislation"** means the UK General Data Protection Regulation (GDPR), Data Protection Act 2018 and all other applicable UK legislation relating to privacy or data protection.
- 1.8. **"Defective"** means where the Goods or Services:
 - do not conform in all material respects with their description as specified in the Order;
 - are not free from material defects in design, material and workmanship; and
 - are not of satisfactory quality and for the purpose as specified in the Order.
- 1.9. **"Delivery Date"** means the date specified in the Order, if applicable.
- 1.10. **"Force Majeure"** has the meaning given to that term in Clause 17.1.
- 1.11. **"Goods"** means the goods (or any part of them) set out in the Order, subject to the Quotation.
- 1.12. **"Order"** means r2p's order for the purchase of Goods and Services as set out in r2p's purchase order and based on the Quotation.
- 1.13. **"Parties"** shall mean both r2p and the Supplier.
- 1.14. **"Quotation"** means a written quotation issued by Supplier to r2p and if applicable and explicitly referred to in the quotation, based on the Specification.
- 1.15. **"r2p"** means the purchaser, r2p UK Systems Ltd, company number 05803344, whose registered address is Unit 1, Charwood Court, County Oak Way, Crawley, West Sussex, RH11 7XA.
- 1.16. **"Serial Defect"** means where, the greater of a quantity of 5 units and 10% of all Goods of the same type, in the same Order are Defective in the same component, in any consecutive 12-month period within the Warranty Period.
- 1.17. **"Services"** means the services supplied by Supplier to r2p as set out in the Order, subject to the Quotation.

2. Basis of Contract

- 2.1. These Conditions and any additional terms in the Quotation shall apply to the Contract to the exclusion

of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Where there is a conflict between the terms within these Conditions and the Quotation, these Conditions shall take precedence, unless explicitly stated otherwise in the Order.

- 2.2. The Order constitutes an offer by r2p to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Supplier is responsible for ensuring that the terms of the Order submitted by r2p are complete and accurate.
- 2.3. The Order shall be based on a Quotation from the Supplier for the Goods and/or Services, where such Quotation shall be valid for 90 days from the date of Quotation unless explicitly stated otherwise in the Quotation.
- 2.4. The Order shall be deemed to be accepted at the earlier of when the Supplier issues written confirmation of the Order, 14 days following the date of issue of the Purchase Order or the Supplier supplies the Goods and/or Services, and on which date the Contract shall come into existence.

3. Delivery of Goods

- 3.1. Supplier shall deliver the Goods:
 - 3.1.1. in accordance with DDP (Incoterms 2020); and
 - 3.1.2. to the United Kingdom ("UK") location set out in the Order or such other UK location nominated by r2p prior to the Supplier notifying r2p that the Goods are ready for shipment.
- 3.2. The Supplier shall deliver the Goods:
 - 3.2.1. on the Delivery Date and time is of the essence in relation to compliance with the Delivery Date;
 - 3.2.2. at the Delivery Location; and
 - 3.2.3. during Business Hours or as instructed by r2p.
- 3.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 3.4. If the Supplier:
 - 3.4.1. delivers less than 100% of the quantity of Goods ordered, r2p may reject the Goods; or
 - 3.4.2. delivers more than 100% of the quantity of Goods ordered, r2p may at its sole discretion reject the Goods or the excess Goods,
 and any rejected Goods shall be returnable at the Supplier's risk and expense.
- 3.5. If the Supplier delivers more or less than the quantity of Goods ordered, and r2p accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 3.6. Supplier shall be responsible for any damage or shortage in the provision of Services or for any damage, shortage or loss in transit of Goods, provided that r2p notifies it to the Supplier within 10 working days of delivery of the Goods or provision of the Services.



4. Quality of Goods

- 4.1. Supplier shall supply the Goods to r2p as described by Supplier in the Quotation and, if applicable and referred to in the Quotation, in accordance with the Specification in all material respects.
- 4.2. The Supplier shall ensure that the Goods shall:
 - 4.2.1. correspond with Supplier's own description and any applicable Goods specification;
 - 4.2.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by r2p, expressly or by implication, and in this respect r2p relies on the Supplier's skill and judgement; and
 - 4.2.3. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.3. Supplier warrants that on delivery and until the later of the period of 24 months and the period stated in the Quotation from the date of delivery ("Warranty Period"), the Goods shall not be Defective.
- 4.4. Supplier shall, at its cost during the Warranty Period, repair, replace or refund the price of the Defective Goods in full, within 1 month of the notification by r2p, unless agreed in writing otherwise by the Parties.
- 4.5. r2p may reasonably request and the Supplier shall not unreasonably deny inspection and testing of the Goods by r2p at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 4.6. Further to Clause 4.2, where a Serial Defect occurs, the Supplier shall use best endeavours and at its cost, to repair, replace or refund the price of all Goods of the same type within the Order affected or potentially affected by the Serial Defect, within 3 months of the notification, unless agreed in writing otherwise by the Parties.

5. Supply of Services

- 5.1. Supplier shall supply the Services to r2p as described by Supplier in the Quotation and, if applicable and referred to in the Quotation, in accordance with the Specification in all material respects.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or that the r2p notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3. Supplier warrants to r2p that the Services will be provided with reasonable care and skill.
- 5.4. In providing the Services, the Supplier shall:
 - 5.4.1. co-operate with r2p in all matters relating to the Services, and comply with all r2p instructions;
 - 5.4.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.4.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and

in sufficient numbers to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- 5.4.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Services shall be fit for any purpose that r2p expressly or impliedly makes known to the Supplier;
- 5.4.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.4.6. use the best quality goods, materials, standards and techniques, and ensure that the Services, and all goods and materials supplied and used in the Services or transferred to r2p, will be free from defects in workmanship, installation and design;
- 5.4.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.4.8. observe all health and safety rules and regulations and any other security requirements that apply at any of r2p's premises;
- 5.4.9. hold all materials, equipment and tools, drawings, specifications and data supplied by r2p to the Supplier in safe custody at its own risk, maintain the r2p materials in good condition until returned to r2p, and not dispose of or use r2p materials other than in accordance with r2p's written instructions or authorisation; and
- 5.4.10. not do or omit to do anything which may cause r2p to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that r2p may rely or act on the Services;

6. r2p's Obligations

- 6.1. r2p shall:
 - 6.1.1. ensure that the terms of the Order and any information are complete and accurate;
 - 6.1.2. co-operate with Supplier in all matters relating to the Goods and Services;
 - 6.1.3. provide Supplier, its employees, agents, consultants and subcontractors, with access to r2p's premises, office accommodation and other facilities as reasonably required by Supplier to provide the Services;
 - 6.1.4. provide Supplier with such information and materials as Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 6.1.5. comply with Supplier software licencing conditions including rights for the Supplier to audit the correct use of software licences; and
 - 6.1.6. comply with all applicable laws, including health and safety laws.



7. Price & Payment

- 7.1. The price for Goods shall be the price set out in the Order and shall exclude duties (if delivered outside the UK), sales tax and any other local taxes of any kind.
- 7.2. Supplier may invoice r2p once all the Goods and Services under the Order are delivered and accepted by r2p, unless split deliveries have been agreed in writing or are detailed under the Order, in which case the Supplier may invoice r2p once the relevant Goods and Services are delivered and accepted by r2p.
- 7.3. r2p shall pay for the invoice within 30 calendar days of the date of the invoice, in full and in cleared funds to a bank account nominated in writing by Supplier.

8. Title and Risk

- 8.1. Title to and risk in the Goods shall pass to r2p on completion of delivery.

9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by r2p) shall be owned by Supplier.
- 9.2. Supplier grants, a fully paid-up, worldwide, non-exclusive, royalty-free licence of their intellectual property to r2p to use for the intended purpose, but not to modify or reverse engineer.

10. Indemnity

- 10.1. The Supplier shall indemnify r2p against all direct liabilities, costs, expenses, damages and losses suffered or incurred by r2p arising out of or in connection with:
 - 10.1.1. any claim made against r2p for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding r2p materials);
 - 10.1.2. any claim made against r2p by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Services, to the extent that the defects in the Goods or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - 10.1.3. any claim made against r2p by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 10.2. This clause 10 shall survive termination of the Contract.

11. Insurance

- 11.1. During the term of the Contract and for a period of at least 3 years afterwards, the Supplier shall maintain in force, with a reputable insurance company,

professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order, and shall produce to r2p on demand evidence of such insurance.

12. Data Protection

- 12.1. Both parties will comply with all applicable requirements of the Data Privacy Legislation. This Clause 12.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Privacy Legislation.

13. Confidentiality

- 13.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, suppliers, clients or suppliers of the other party, except as permitted by Clause 13.2.
- 13.2. Each party may disclose the other party's confidential information:
 - 13.2.1. to its authorised employees who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure its authorised employees to whom it discloses the other party's confidential information comply with this Clause 13.2; and
 - 13.2.2. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. Limitation of Liability

- 14.1. Nothing in these Conditions limits any liability which cannot legally be limited, including (but not limited to) liability for:
 - 14.1.1. death or personal injury caused by negligence;
 - 14.1.2. fraud or fraudulent misrepresentation; and
 - 14.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.2. Subject to Clause 14.1, Supplier's total liability to r2p shall not exceed the maximum price of the Contract.
- 14.3. Subject to Clause 14.1, Supplier shall not be liable to r2p for any loss of profits, loss of sales or business, operational penalties, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.
- 14.4. Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in Clause 4 and Clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.



15. Termination

- 15.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 15.1.1. the other party commits a material breach of its obligations under the Contract;
 - 15.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 15.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

16. Consequences of Termination

- 16.1. On termination of the Contract, r2p shall immediately pay to Supplier:
 - 16.1.1. all of Supplier's outstanding unpaid invoices and interest; and
 - 16.1.2. in respect of Services and Goods supplied but for which no invoice has been submitted, Supplier shall submit an invoice for the Goods and Services, which shall be payable by r2p immediately on receipt.

17. Force Majeure

- 17.1. The Parties may defer the date of delivery or payment or reduce the amount of Goods ordered, if they are prevented from or delayed in carrying on with their business by acts, events, omissions or accidents beyond their reasonable control which includes without limitation strikes, lock-outs, acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, and floods, fires, explosions, pandemics or other catastrophes.
- 17.2. Neither party shall be held responsible for failure to carry out its duties, if it is directly impacted by a Force Majeure event if the affected party has:
 - 17.2.1. taken all reasonable steps to prevent and avoid the Force Majeure event; and
 - 17.2.2. taken all reasonable steps to overcome and mitigate the effects of the Force Majeure event as soon as reasonably practicable.
- 17.3. On becoming aware of the Force Majeure event promptly informing the other unaffected party in writing that a Force Majeure event has happened, giving details of the event together with a reasonable estimate of the period during which the event shall continue.

18. Notices

- 18.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be communicated via email.

19. Variation

- 19.1. The Supplier may not vary or cancel all or part of the Contract, Purchase Order, Delivery Dates or place additional requirements following the earlier of Purchase Order confirmation issued by the Supplier and 14 days following the date of issue of the Purchase Order by Supplier, without written agreement from r2p.

20. Severance

- 20.1. If any provision of these Conditions or the Contract (or part of any provision) is found by any court or other authority or competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to be part of the Conditions and/or Contract and the validity and enforceability of the other provisions of the Conditions and/or Contract shall not be affected.

21. Entire Agreement

- 21.1. These Conditions constitute the whole agreement between the Parties and supersedes all previous agreement between the parties relating to its subject matter.

22. Third Parties

- 22.1. A person who is not a party to the Contract shall not have any rights under the Contract.

23. Waiver

- 23.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 23.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

24. Governing Law and Jurisdiction

- 24.1. The Contract and any dispute or claim any claim arising out of or in connection with its subject matter, shall be governed by and construed in accordance within the laws of England and Wales.
- 24.2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.



25. Dispute Resolution

- 25.1. In the event of a dispute between the Parties, the senior management of both Parties shall meet within 15 calendar days of one being notified by the other that a dispute exists and shall, in good faith, attempt to negotiate a resolution to the dispute.
- 25.2. If the Parties are unable to resolve the dispute as outlined in Clause 25.1, the Parties shall submit the dispute to arbitration in the UK under the UNCITRAL rules. The language of the arbitral proceedings shall be in English.
- 25.3. Nothing in this section shall prevent the Parties from seeking any injunctive or equitable relief by a court or a competent jurisdiction.