

JWA Tooling Limited General Terms & Conditions of Purchase

Definitions

- 1.1 "**Delivery Date**" means the date specified by JWA Tooling Limited when the Goods or Services are to be delivered;
- 1.2 "**Goods**" means the articles that JWA Tooling Limited agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.3 "**Invoice Address**" means Accounts Payable, JWA Tooling Limited, 6 Centurion Way, Meridian Business Park, Leicester LE19 1WH
- 1.4 "**Purchase Order**" means JWA Tooling Limited'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 JWA Tooling Limited;
- 1.7 "**Services**" means all services and/or performance of works or professional services that JWA Tooling Limited agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.8 "**JWA Tooling Limited**" means JWA Tooling Limited, 6 Centurion Way, Meridian Business Park, Leicester LE19 1WH
- 1.9 "**Terms and Conditions**" means these terms and conditions and any special terms and conditions agreed in writing by JWA Tooling Limited and set out in the Purchase Order;

Terms and Conditions

- 2.1 In the absence of a signed agreement between JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited. The Purchase Order, these Terms and Conditions and any special terms and conditions shall form the entire agreement between JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited by the Supplier. Unless otherwise agreed in writing by JWA Tooling Limited, 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 JWA Tooling Limited Purchase Order number (a six digit reference beginning with P followed by 5 numbers), the Supplier's VAT number, the net amount due, and the Supplier's full banking details (including account number and sort code).
- 3.3 JWA Tooling Limited shall pay the Price within 45 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 JWA Tooling Limited.

Warranty

4.1 Unless otherwise agreed, the Supplier warrants to JWA Tooling Limited, and it is a condition of the agreement between the Supplier and JWA Tooling Limited 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 JWA Tooling Limited;

4.1.2 be of satisfactory quality, safe and fit for their purpose and any Services shall be supplied with due care and skill;

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 JWA Tooling Limited, 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 JWA Tooling Limited 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. JWA Tooling Limited shall not be deemed to have accepted to Goods on receipt. The signature of a JWA Tooling Limited 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.

Delivery of Goods and/or Performance of Services

5.1 Delivery of the Goods and/or Services shall be made to JWA Tooling Limited'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 JWA Tooling Limited 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 JWA Tooling Limited. 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 JWA Tooling Limited, the Supplier shall at its own expense reschedule and perform the work correctly within such reasonable time as may be specified.

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

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

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

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

5.4 Without prejudice to its other rights, JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited's written consent subcontract the supply of Goods and/or performance of the Services under this Terms and Conditions.

JWA Tooling Limited's Remedies

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

6.2 Where Goods and/or Services are damaged JWA Tooling Limited shall notify the Supplier. JWA Tooling Limited 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 JWA Tooling Limited at the Supplier's expense;

6.2.2 during the period between delivery of the Goods and collection by the Supplier, JWA Tooling Limited shall not be liable for any loss or further damage caused to the damaged Goods;

6.2.3 all sums payable by JWA Tooling Limited in relation to the damaged Goods and/or Services shall cease to become payable;

6.2.4 all sums paid by JWA Tooling Limited in relation to the damaged Goods and/or Services shall be repaid by the Supplier;

6.2.5 JWA Tooling Limited shall be entitled to claim damages from the Supplier for any losses caused to JWA Tooling Limited as a result of the Goods and/or Services being damaged.

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

6.3.1 all sums payable by JWA Tooling Limited in relation to the missing Goods shall cease to become payable;

6.3.2 all sums paid by JWA Tooling Limited in relation to the missing Goods shall be repaid by the Supplier immediately;

6.3.3 JWA Tooling Limited shall be entitled to claim damages from the Supplier for any losses caused to JWA Tooling Limited as a result of the shortages.

6.4 If JWA Tooling Limited so requests, the Supplier shall immediately replace damaged Goods or Services which are missing at the Supplier's expense and/or JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited at the Supplier's expense;

6.5.2 during the period between delivery of the Goods and collection by the Supplier, JWA Tooling Limited 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 JWA Tooling Limited immediately.

6.6 JWA Tooling Limited may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by JWA Tooling Limited 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 JWA Tooling Limited.

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 JWA Tooling Limited in the Purchase Order or any other relevant document, and transferred to JWA Tooling Limited's possession, at which time title and risk in the Goods and/or Services shall transfer to JWA Tooling Limited.

Indemnity

8.1 The Supplier shall fully indemnify JWA Tooling Limited and keep JWA Tooling Limited's Engineering fully indemnified for any claims, demands, cause of action, damage, loss, consequential loss, costs, expenses (including legal expenses) made against or suffered by JWA Tooling Limited arising out of loss or damage to any JWA Tooling Limited 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 JWA Tooling Limited to the Supplier shall remain the property of JWA Tooling Limited.

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

9.3 The Supplier shall disclose to JWA Tooling Limited 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 JWA Tooling Limited. All IPR to such inventions shall vest in JWA Tooling Limited.

9.4 The Supplier shall execute all documents and perform such acts as may be reasonably necessary to enable JWA Tooling Limited 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 JWA Tooling Limited) 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 JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited, then the Supplier hereby assigns all intellectual property rights (and waives all moral rights) in such Software and related documentation to JWA Tooling Limited and the Supplier shall on request without further payment sign or execute further documentation to formalise or perfect the assignment

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

10.4 the Supplier shall supply JWA Tooling Limited 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 JWA Tooling Limited'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 JWA Tooling Limited 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 JWA Tooling Limited entirely confidential, and not use, publish, or make known, without JWA Tooling Limited's written approval, any information developed by the Supplier or furnished by JWA Tooling Limited to any persons other than personnel of the parties to this Terms and Conditions. Any public representation regarding JWA Tooling Limited shall be made by JWA Tooling Limited and any requests for information made to the Supplier by the news media, or others, shall be referred to JWA Tooling Limited. Additionally, the Supplier shall not reference JWA Tooling Limited nor the work performed for JWA Tooling Limited without prior written approval. Information Supplier considers as proprietary or confidential and has indicated/marked as proprietary or confidential will be treated by JWA Tooling Limited in the same manner as JWA Tooling Limited 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. Work carried out for JWA Tooling Limited is not permitted to appear within any form of marketing material produced by or for the Supplier, this includes any images on websites and on any social media sites including but not limited to Facebook, Instagram, Twitter, LinkedIn. The Supplier shall not present any work carried out for JWA Tooling Limited on any form of display including but not limited to presentation displays and exhibition stands

Cancellation

13.1 Without prejudice to its other rights JWA Tooling Limited 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 JWA Tooling Limited 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 JWA Tooling Limited's prior written consent.

Notices

15.1 Unless otherwise agreed, notices to JWA Tooling Limited shall be addressed to the Finance Controller, JWA Tooling Limited 6 Centurion Way, Meridian Business Park, Leicester, LE19 1WH, and to the Supplier at its address as given on invoices, the Purchase Order or other official document.

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.