

Flowplant Group Limited

General Terms & Conditions of Purchase

These conditions are interpreted in accordance with English law and are intended to provide clarity and fairness for both Flowplant and our suppliers. Please read them carefully, as they form the basis of all purchasing transactions with Flowplant Group Limited.

1. Definitions

- The term 'Buyer' refers to Flowplant Group Limited.
- The term 'Seller' refers to the person, firm, or company to whom these conditions apply.
- 'Purchase Order' means the Buyer's official order document, which applies these conditions.
- 'Contract' refers to the agreement between Buyer and Seller, consisting of the Purchase Order and these conditions. If there is any inconsistency between these conditions and any sent by the Seller, these conditions shall prevail.

2. Delivery Date

- The delivery date for goods is that specified in the Purchase Order and, unless otherwise expressly agreed, is of the essence of the Contract.
- The Seller must notify the Buyer as soon as practicable if any deliveries are, or are likely to be, delayed.
- Where a delivery date proposed by the Seller is not accepted by the Buyer, the Seller shall promptly confirm an alternative delivery date acceptable to the Buyer.
- If the Seller is unable to confirm an acceptable delivery date without delay, the Buyer reserves the right to cancel the Purchase Order in whole or in part without charge or liability.

- Where delivery is not made by the agreed delivery date, the Buyer reserves the right, without prejudice to any other rights, to recover from the Seller any reasonable costs, losses, or additional expenses incurred as a result of such delay.
- Where expressly stated on the Purchase Order, the Buyer may apply liquidated damages for late delivery at the rate specified on the Purchase Order, which the Seller agrees represents a genuine pre-estimate of the Buyer's loss.

3. Incorrect Delivery

- All goods must be delivered to the delivery point specified in the Purchase Order.
- If goods are incorrectly delivered, the Seller will be responsible for any additional expense incurred in delivering them to the correct destination.

4. Passing of Property and Risk to Buyer

- The property and risk in the goods remain with the Seller until they are delivered at the point specified in the Purchase Order and delivery is acknowledged by the Buyer in writing.

5. Terms of Payment

- The Seller will accept 60 days end of month payment terms.
- Invoices and advice notes must bear the Buyer's order number and method of despatch.
- No payment will be made until terms are due and goods have been delivered and finally accepted.
- Inattention to required documentation or statements may delay payment, but no prompt payment discount shall be forfeited by the Buyer due to the Seller's failure to supply documentation or statements.
- The right is reserved to reject goods supplied without an order.

6. Loss or Damage in Transit

- The Seller will make good or replace any shortages or defects resulting from whole or partial non-delivery, loss, or damage on delivery.

7. Description and Quality

- Goods delivered by the Seller must correspond with their description, be of merchantable quality, and fit for any purpose expressed in writing.

8. Price

- All orders for goods are placed at the price stated at the time of order unless otherwise agreed in writing.

9. Acceptance

- If goods delivered by the Seller do not conform with the Contract—whether by reason of quality, quantity, measurement, or fitness for purpose (where such purpose has been made known in writing)—the Buyer has the right to reject such goods within a reasonable time and to purchase elsewhere as near as practicable to the same specification and conditions, without prejudice to any other right.
- Payment does not prejudice the Buyer's right of rejection.
- Before exercising the right to purchase elsewhere, the Buyer shall give the Seller reasonable opportunity to replace rejected goods with goods that conform to the contract.
- The Buyer shall have 30 days from delivery to inspect and reject non-conforming goods.

10. Variations

- The Buyer must be advised of all proposed changes in specification or method of construction of goods supplied.

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- Any change is only valid if written approval is sent to the Seller by the Buyer.

11. Patent Rights

- The Seller shall indemnify the Buyer against any claim of infringement of patent, registered designs, or other rights arising as a result of the sale or use of the goods supplied.
- This indemnity extends to all expenses, costs, and damages incurred by the Buyer.
- This indemnity does not extend to cases where goods have been supplied to the design of the Buyer.
- The Seller's name or trademark is not to appear on goods made to the Buyer's specification without the Buyer's written permission.

12. Force Majeure

- Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, or government action. In such cases, obligations are suspended for the duration of the event.
- Either party may terminate the Contract if the event continues for more than 30 days.

13. Termination

- In the event of any breach of the conditions of the Purchase Order, including failure to deliver by the due date, the Buyer may terminate the Purchase Order for full credit by the Seller, without prejudice to any other rights.
- If the Seller goes into liquidation (other than for reconstruction), becomes insolvent, makes arrangements with creditors, has execution levied against goods, or commits any act of bankruptcy, the Buyer may terminate with immediate effect.

- If there is a material change in the ownership or control of the Seller, the Buyer may terminate.
- For convenience, the Buyer may terminate at any time by giving notice in writing. The Seller will cease production, and the Buyer will pay a fair and reasonable price for all work delivered in a deliverable state at the date of cancellation.
- In all cases, the Buyer shall not be liable for any loss to the Seller, including consequential loss.
- For the avoidance of doubt, no payment shall be due where termination arises from the Seller's breach of contract, including failure to meet agreed delivery dates.

14. Assignment and Sub-Letting

- The contract shall not be assigned by the Seller nor sub-let as a whole.
- No part of the Purchase Order is to be sub-contracted by the Seller without the Buyer's previous written consent.
- The Seller is responsible for all work done and goods supplied by all sub-contractors.

15. Copies of Sub-Orders

- When the Buyer has consented to the placing of sub-contracts, copies of such sub-orders shall be sent by the Seller to the Buyer immediately upon issue.

16. Progress and Inspection

- The Seller must permit such quality surveillance as is considered necessary by the Buyer during the manufacturing process.
- Any inspection, checking, approval, or acceptance by the Buyer does not relieve the Seller or sub-contractor from any obligation under the Contract.

17. Buyer's Rights in Specification, Plans, Process Information, etc.

- Any specifications, plans, drawings, process information, patterns, or designs supplied by the Buyer remain the property of the Buyer.
- Any information delivered or communicated to the Seller in connection with the Contract must be kept secret and confidential, and not published, disclosed to any third party, or used except for implementing the Contract.
- The Seller will not use the Buyer's name for publicity purposes without prior written consent.
- Breach of confidentiality obligations shall entitle the Buyer to terminate the Contract and seek damages.

18. Responsibility for Information

- The Seller is responsible for any errors or omissions in any drawings, calculations, packing details, or other particulars supplied by them, whether or not such information has been approved by the Buyer, provided such errors or omissions are not due to inaccurate information furnished in writing by the Buyer.

19. Free Issue Materials

- Where material is issued on a free issue basis, the Seller undertakes to replace at their own expense any such material scrapped in excess, and all work done thereon shall immediately vest in the Buyer.
- In the event of termination of the Contract, the Buyer has the right to enter the Seller's premises and collect free issue materials, whether or not they have been made up or incorporated in other products.

20. Vesting

- Any material purchased or allocated by the Seller for the purpose of the Purchase Order, or any work done thereon, shall immediately vest in the Buyer if progress payments are being made by the Buyer.

21. Jigs and Tools

- Any tools, jigs, dies, or other equipment, the full cost of which has been borne directly or indirectly by the Buyer, shall be the property of the Buyer and must only be used for fulfilling the Buyer's orders.
- Where part of the cost has been borne by the Buyer, or where a tool has been made to the Buyer's special requirements, the Buyer has the right to purchase the tool at a fair and reasonable price.

22. Safe Custody

- The Seller is absolutely responsible for the safe custody of all jigs, tools, patterns, dies, free issue material, vested material, and work done while in their possession, custody, or control.
- The Seller will adequately insure all such materials and items and work done thereon against loss or damage.
- The Seller shall maintain insurance coverage for all materials, tools, and work done, with minimum levels of coverage as specified by the Buyer. Proof of insurance shall be provided upon request.

23. Hazardous Goods

- Hazardous goods must be marked by the Seller with international danger symbols and display the name of materials in English.

- Transport and other documents must include a declaration of the hazard and name the material in English.
- Goods must be accompanied by emergency information in English in the form of written instructions, labels, or markings.
- The Seller must observe the requirements of UK and international agreements relating to the packing, labelling, and carriage of hazardous goods.
- All information held by or reasonably available to the Seller regarding potential hazards in the transport, handling, or use of the goods supplied must be promptly communicated to the Buyer.

24. Carriage

- All material or goods supplied against this Purchase Order must be packed and delivered carriage paid at the Seller's risk, in accordance with the Buyer's instructions.
- All despatches must bear the Buyer's Order Number and contain a packing note.
- An advice note must be sent at the same time as the goods are despatched.
- Goods not despatched in time to reach the Buyer by the specified date may be delivered at the Seller's expense by express service at the Buyer's option.

25. Packages

- Where the Buyer has an option to return packages and does so, they will be returned empty, in good order and condition, carriage paid, to the Seller's main works or depot.
- Where goods are delivered by road vehicle, available empty packages may be returned by the same vehicle.

26. Warranty

- Without prejudice to any other rights, the Seller undertakes, at the Buyer's option, to repair, replace, or refund the cost of goods which fail within a period of twelve months from the date of delivery, or within such longer period as may be specified by the Buyer.
- Repairs and replacements shall themselves be covered for an additional twelve-month period.

27. Indemnity

- The Seller undertakes to keep the Buyer indemnified against any damage to the Buyer's property and against any claims for loss or injury to any person by reason of the Seller's negligence, breach of obligations, or any act or omission on the part of employees, sub-contractors, or agents arising out of the execution of this Purchase Order.
- The Seller must adequately insure this liability.

28. Limitation of Liability

- Except for liability arising from death or personal injury due to negligence, the Seller's total liability under this Contract shall not exceed the total value of the Purchase Order.
- The Seller shall be liable for any direct and consequential losses suffered by the Buyer arising from breach of contract, except where excluded by law.

29. Law and Dispute

- This Purchase Order shall be governed, construed, and take effect in accordance with the laws of England.
- Any dispute arising under this Contract shall be resolved by the laws of England.

30. Regular Communication

- The Seller shall maintain regular communication with the Buyer regarding progress against the delivery date.
- The Seller shall notify the Buyer promptly of any changes to key personnel, points of contact, or organisational changes which may affect performance of the Contract..