

GENERAL TERMS AND CONDITIONS OF PURCHASE

Effective from 1st January 2024

1. Definitions

1.1 'Buyer' means JET PRESS Limited.

1.2 'Supplier' means person, legal entity or society performing work pursuant to an Order.

1.3 'Goods' means goods and services that are required to be delivered or implemented pursuant to, or in connection with an Order.

1.4 'Order or Purchase Order' means a paper or electronic document sent by the Buyer to the Supplier to which these Terms and Conditions apply.

1.5 'Contract' means a written agreement between the Buyer and the Supplier, including any other documents submitted by the Buyer to form part thereof, such as Order, these Terms and Conditions and all other documents (or their integral parts), specified in Order, including all other terms and conditions, agreed upon pursuant to article 2 of this document.

1.6 'Purchase price' means the price for the one unit of the Goods delivered pursuant to the Contract.

1.7 'Intellectual Property Rights' means – throughout the world – the following:

A – patents, trademarks, registered designs, and all applications for registration,

B – copyrights and design rights,

C – any moral right,

D – any know how,

E – any trade names or business name,

F – counterfeit lawsuit rights,

or any right, whether subsisting now or in the future, which is similar or analogous to any of these in any part of the world.

1.8 Provision titles do not affect the interpretation of these Terms and Conditions.

2. Terms and Conditions

JET PRESS Limited General Terms and Conditions of Purchase (hereinafter mentioned as Terms) govern all business relations with the Supplier in the respect of the provision of Goods pursuant to the Order or Contract, which annul, override and exclude any other terms and conditions of sale or any other document stipulated, incorporated or referred to by the Supplier in any quotation, acknowledgement of the Purchase Order or invoice or in any negotiations or any course of dealing with the Buyer, with the exception of written consent of the Buyer.

The Buyer reserves the right to specify in the individual Order or Contract in writing the special conditions which in this case precede these Terms. No modification of these Terms or any other provision of the Contract shall be effective unless made by an express written agreement between the parties. The Buyer's signature on any Supplier's document shall not constitute an amendment to these Terms.

3. Order

Any Contract or Purchase Order, Order Confirmation and Quotation between the Buyer and the Supplier shall be agreed to in writing as shall be all their amendments.

Any Purchase Order shall contain the Supplier's title, the number of the Contract under which it is submitted, the product ID and exact product specification, the date, the Purchase Order number, the quantity, the price, the delivery period, the special conditions and necessary additional documentation and the delivery address.

Following receipt of the Purchase Order, the Supplier shall acknowledge receipt of the Order within 48 hours of receipt, or it will be considered, that the Supplier does not intend to complete the Order. Deviations from the terms of the Order are only allowed with the prior written agreement of the Buyer.

4. Quality and Compliance

All Goods manufactured or supplied shall be of the highest quality, material, and workmanship, free from defects and in all respects, in accordance with the specifications and/or drawings referred to in the Purchase Order, and the patterns or samples (if any) supplied by the Buyer.

All services shall be performed with all reasonable skill and care.

Any goods with a limited shelf life will have one quarter of the shelf life not yet passed on delivery.

The Buyer reserves the right for on-site audit of the Supplier where the Buyer may assess the Quality Systems of the Supplier in order to verify compliance with its documented quality system or the requirements of the latest international standard relating to quality assurance issued by the International Organization for Standardization (ISO), depending on the use.

The Buyer may request for the Supplier to submit a quality plan and / or initial sample review reports.

The Supplier shall ensure the compliance of the supplied Goods with any safety and quality regulation of the European Union or any country or other regulatory authority that applies to the delivered Goods.

The Supplier shall provide the certificate of origin for the Goods delivered to prove that the Goods do not come from a black or grey market and not origin from areas subject to United Nations trade restrictions for human rights violations. In addition, the Supplier shall at least once a year submit a certificate of content and source of materials 3TG (tantalum, tin and tungsten, gold) in the Goods that were delivered to the Buyer during the previous year period.

The Supplier shall enclose with each delivery the certificate of the material and the specified treatments used, and, unless otherwise specified in the Purchase Order or other documentation, the measuring protocol with 100% measurements of one piece of any dimension quoted in the technical drawing of the Buyer and measurements of the encircled dimensions quoted on the technical Drawing on five (5) marked pieces.

Unless otherwise specified in the Contract, the Supplier shall submit all supporting documents electronically to materials@jetpress.com and indicate as the Subject the Buyer's Purchase Order number.

5. Delivery, Delay and Force Majeure

5.1 The date of delivery of the Goods shall be specified in the Purchase Order (as amended, if applicable). The time for delivery is of the essence.

The Supplier shall provide such schedule of production and deliveries as the Buyer may reasonably request, and immediately inform the Buyer, if such schedules are late or are likely to be delayed.

Delivery shall only be deemed to have occurred when Goods have been delivered correctly documented and in good and correct packaging at the address stated in the Purchase Order, as applicable.

5.2 Without prejudice to the provision of the point 5.1, the Buyer may at its sole discretion, declare to uphold the Contract under conditions, specified in such statement (reasonable extension of time, penalty payment).

5.3 If the delivery has not been completed even by the extended deadline according to the provision of the point 5.2, the Buyer may terminate the Contract or Purchase Order in whole or in part, and refuse to accept any subsequent deliveries of Goods, without prejudice to any other possible right or remedies.

5.4 In the event of delay, the Supplier is obliged to provide at his own expense the fastest possible transport to ensure the expedient delivery of Goods.

The Supplier shall deliver together with the Goods and without additional costs for the Buyer all necessary certificates, other documents, instructions for use, warranty certificate, etc, in written or electronic form, or the delivery shall not be deemed to have occurred (point 5.1).

Early deliveries are not allowed unless explicitly agreed with the Buyer. Partial deliveries shall only occur with the prior written consent of the Buyer. If the Goods are delivered to the Buyer in larger quantities than ordered, the Buyer is not obliged to accept and pay for the surplus quantity delivered. The Buyer can remove the surplus of the delivered goods at the Supplier's expense.

In the event of delay, the Supplier's evident incapability for delivery or any other violation of these Terms, Purchase Order or Contract, the Buyer may at its sole discretion insist on the termination of the Contract or insist on implementation of the Purchase Order. The Buyer is further entitled to terminate the Contract or Purchase Order in whole or in part if the Supplier fails to fulfil his obligation even by the extended deadline and, at the expense of the Supplier purchase elsewhere. In the event of delay, the Buyer is entitled to demand payment of the contractual penalty and complete indemnification of caused damage.

In the occurrence of any circumstance that could result in delay or influence ordered quantity of Goods, the Supplier shall immediately inform the Buyer and specify predicted duration of delay. Such notice does not preclude the consequences of delay.

Force majeure, labour disorders excluding strikes occurring directly with the Supplier, or other unforeseeable events that could not be prevented, are beyond the reasonable control of the parties and do not occur as a result of error of either party, preclude the Supplier of liability for the consequences of the delay for duration of such circumstances. The Supplier shall give the Buyer written notice immediately or at the latest within three working days since occurrence or cessation of these circumstances and, at the request of the Buyer, immediately provide appropriate proof of such circumstances.

6. Delivery to Incorrect Address

The delivery shall be to the address directed by the Buyer in the Purchase Order. Delivery shall only be deemed to have occurred when the Goods have been delivered to such address. The Contract is considered terminated, if the Supplier fails to deliver the Goods to such location within delivery period, specified in the Contract. The Supplier reserves the right to uphold the Contract under conditions, specified in such statement. The Supplier is responsible for any additional expense incurred in delivering the Goods to the correct address.

7. Title and Risk of Loss

Title and risk in the Goods remain with the Supplier until they are delivered pursuant to provision of point 5 of these Terms.

8. Price and Payment

The price is stated in the Purchase Order or other written agreement and shall not be altered.

If the Supplier wishes to request a price increase, a minimum notice period of 90 days must be provided and this shall be set out in a written notice format together with satisfactory documentary evidence justifying the increase, including a detailed cost breakdown. No price increases shall apply without the Buyer's written agreement.

The price is inclusive of all delivery costs (such as, but not limited to packaging, packing, carriage, customs clearance, costs, and insurance etc.).

All prices quoted are in GBP unless otherwise documented and include any applicable tax, The statutory Value Added Tax valid at the time of order shall be added.

Unless otherwise agreed in the Contract or upon Buyer's written approval, the Supplier shall not invoice the Buyer until after the Buyer has accepted the Goods. The Supplier shall send the invoice to the Accounts e-mail address, AP@jetpress.com and ensure the correct Purchase Order number is recorded on each invoice.

The Supplier shall not, without the Buyer's written agreement, withhold supplies for any reason.

Without prejudice to any other right or remedy, the Buyer may set off any amount owing from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier whether under the Contract or any other legal ground between them.

Without the Buyer's written agreement, the Supplier may not withdraw his claims or leave them for recovery to third parties.

9. Acceptance

If Goods delivered by the Supplier do not conform in every respect with the Contract (whether because of a different quality or quantity measurement to that required by the Contract or because they are not of satisfactory quality or are unfit for the purpose for which they are required) the Buyer shall have the right to reject such Goods within time limit specified in point 21 of these Terms and to purchase replacements elsewhere but without prejudice to any other right which the Buyer may have against the Supplier. Payment shall not prejudice the Buyer's right of rejection. Rejected Goods must be credited immediately in full and repaired/reworked or replacement Goods may be invoiced upon redelivery.

Before exercising its right to purchase elsewhere, the Buyer shall give the Supplier a reasonable opportunity to repair, rework or replace rejected Goods with the Goods which conform to the Contract.

The Supplier shall ensure that all advice or delivery notes clearly state:

- the Supplier's title
- the Supplier's contact number,
- product ID and exact product specification
- Purchase Order number
- date and place of signature

The Buyer is not liable for any additional costs arising out of the Supplier's delay in delivery or failure to meet the specification in the Purchase Order.

10. Variations

The Supplier shall not vary any Goods unless so requested by the Buyer in writing. The Buyer shall have the right, from time to time during the duration of the Contract, to provide a written notice to Supplier to vary the quantities, delivery dates or destinations of the Goods and the Supplier shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though these variations were stated in the Contract.

Where the Supplier receives any written notice of variation from the Buyer which requires an amendment to the price, the Supplier shall promptly give written notice to the Buyer giving the amount of any such price amendment by applying the same level of pricing as that contained in the Supplier's tender or quotation (as the case may be).

If, in the opinion of the Supplier, any such variation is likely to prevent the Supplier from fulfilling any of its obligations under the Contract, the Supplier shall give immediate written notice of this to the Buyer and the Buyer shall promptly decide whether or not the variation shall be carried out and shall give written instructions to the Supplier. No variations shall have effect until the Buyer gives such written instructions.

11. Indemnity

The Supplier shall indemnify the Buyer against any costs (including legal costs on a full indemnity basis), charges, damages, penalties, interest and claims in relation to:

11.1 defective design, workmanship, quality, or materials.

11.2 any actual or alleged infringement of Intellectual Property Rights by the use or supply of any Goods (except where the infringement is directly due to the Supplier having followed a design or instruction provided to the Supplier by the Buyer or due to use of the Goods in a manner or for a purpose prohibited by the Supplier, or which is due to the use of the Goods in association or combination with any other article or material not supplied by the Supplier (unless the Supplier is aware of such use).

11.3 any claim made against the Buyer in respect of liability, loss, damage, cost or expense by the Buyer's employees, agents, or customers or any third party to the extent that this was caused by or arises from the supply of the Goods; and

11.4 delay of delivery

The Supplier shall, in addition to liability for damages to the Buyer, reimburse all costs to the Buyer's customers, caused by or arising from the defects in the Goods supplied.

12. Ownership of Intellectual Property Rights

All Intellectual Property Rights created by the Supplier specifically for the purposes of the Contract shall be transferred and belong to the Buyer and the Supplier shall do all such things and execute all such documents as may be reasonably required by the Buyer to ensure that all such Intellectual Property Rights are effectively assigned to the Buyer.

The Supplier guarantees that the availability, provision, and use of the Goods shall not infringe any Intellectual Property Rights of any third party.

13. Inspection

The Buyer's representatives shall have the right to progress and inspect all Goods at the Supplier's works and the works of permitted sub-contractors at all reasonable times and to reject the Goods that do not comply with the Contract. Any such inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Supplier or its sub-contractors from any obligation under the Contract.

14. Confidentiality, Data Security, Data Protection

All rights in any specifications, instructions, plans, drawings, patterns, models, designs, or other material furnished to or made available to the Supplier by the Buyer in connection with the Contract shall remain vested solely with the Buyer. The Supplier shall regard all such information Confidential Information, keep it confidential and not disclose to any third party, use, or copy or otherwise reproduce the Confidential Information for any purpose except where necessary for the proper performance of the Contract.

Persons involved in the ordering and manufacture of the Goods ordered by the Buyer shall comply with the confidentiality obligations set out in these Terms or the Contract for a period of five (5) years from the expiry or termination of the Contract or Purchase Order unless the longer period is specified therein.

The Supplier can only copy or otherwise reproduce received documents upon written agreement of the Buyer. The title of the copies is transferred to the Buyer the moment they have been made. The Supplier agrees to properly and at his own expense retain all documents, including any copies thereof, which were made available to him, to preserve them in an impeccable condition and adequately protect them. Further the Supplier agrees to, upon the request of the Buyer, immediately return or destroy such documents. The Supplier shall not on any ground have the right to keep such documents.

The Supplier can only proclaim co-operation with the Buyer upon written agreement of the Buyer.

Pursuant to Personal Data Protection Act, the Supplier agrees to only use or otherwise process personal data in accordance with legislation in force.

15. Responsibility for the information

The Supplier is responsible for any errors or omissions in any plan, calculation, detail of the packaging or other detail provided, irrespective of whether the Buyer approved such information, provided that such errors or omissions are not the result of inaccurate written information of the Buyer.

16. Assignment and Subcontracting

The Supplier shall not assign or sub-contract any of its rights or obligations under the Contract, nor shall it assign or charge the benefit of any debt owed by the Buyer to the Supplier without the Buyer's written consent. The Supplier shall be responsible for all work done and the Goods supplied by sub-contractors.

17. Copies of Subcontracts

Upon request, copies of sub-contracts and/or Purchase Orders shall be provided to the Buyer.

18. Deterioration

The Supplier shall protect all Goods supplied from deterioration or contamination during transportation or storage. The Supplier shall consult with the Buyer on the most appropriate storage conditions for the Goods supplied.

19. Buyer Free-issue Material

When the Buyer for purpose of the Contract furnish the material to the Supplier free of charge, title to any such material shall remain with the Buyer. Any risk regarding such material is borne to the Supplier. The Supplier shall store any such material safely and separately from its own and other persons material. The Supplier shall maintain all such material in good condition, without considering normal wear in the case of samples and the like.

Any such material shall be used only for the purpose of the Contract. Any excess material is disposed of at the Buyer's discretion. Excessive use of such material due to poor performance or negligence of the Supplier is covered by the Supplier, without prejudice to any other right of the Buyer.

Upon completion or termination of the Contract, the Supplier shall immediately return to the Buyer all unused material.

20. Product Support Obligation

The Supplier shall notify the Buyer of the intention to terminate the regular production of a certain type of goods, supplied to the Buyer, at the latest 6 months before the planned termination of production.

The Supplier shall provide the Buyer with spare parts for the Goods supplied for at least 10 years after the delivery of the Goods. Should the Supplier intend to terminate the production of spare parts for the Goods supplied, he shall notify the Buyer immediately or at the latest 6 months before the termination of production.

21. Warranty

The Supplier guarantees the faultlessness of the Goods. The Supplier shall, within 10 days of receipt of the written notice by the Buyer, remedy (whether by repair or replacement as the Buyer shall elect) the faulty Goods. All Goods shall be supplied with a repair/rework or replace warranty for 12 months from putting into service or 18 months from delivery or performance (as applicable), whichever shall be the shorter, including without limitation, for any defects which occur due to the Supplier's incorrect instructions as to use, incorrect use of data, inadequate or faulty materials or workmanship, any other breach of the Supplier's obligations, express or implied or any failure to conform to the Contract. Repaired/reworked and replacement Goods shall also be subject to the warranty stated above for a period of 18 months from the date of delivery, reinstallation or passing of tests, whichever is relevant, after repair/rework or replacement. Such warranty is given without prejudice to any other right or remedy of Buyer.

Notwithstanding the provisions on default Warranty the Supplier guarantees to the Buyer the agreed amount of Goods of the satisfactory quality and agreed characteristics and guarantees that the Goods will operate in accordance with their purpose for at least 24 months from delivery. The Supplier shall repair any default in the Goods that was identified and reported during the gratuity period of 24 months, within 10 days after receiving notification of defect or to replace the Goods within the same period with new ones.

If, in the event of a claim arising from the liability for defects or from the Contract Guarantee, the Supplier shall not repair or replace the Goods within 10 days or within the period specified in the Contract, the Buyer may exercise any of its rights referred to in point 5 of these Terms (request fulfilment of the order, terminate the Contract or Purchase Order in whole or in part, purchase elsewhere at the expense of the Supplier) without prejudice to any other right (such as contractual penalty) or remedy.

22. Insurance

The Supplier shall affect and maintain a policy or policies of professional and product indemnity insurance and, at his request, provide the Buyer with proof of such coverage. Such insurance shall be maintained for the duration of the Contract and for a minimum of 5 (five) years following the expiration or earlier termination of the Contract.

23. Termination

The Buyer may at any time by written notice terminate the Contract in whole or in part without compensation to the Supplier if any of the following events occur:

23.1 the Supplier commits a breach of any of the terms of the Contract.

23.2 a receiver, administrator, liquidator, or trustee in bankruptcy is appointed over the Supplier, or if any insolvency event occurs in any jurisdiction in which the Supplier operates.

23.3 the Supplier ceases or threatens to cease to carry on its business; or

Any termination of the Contract by the Buyer under this clause shall not prejudice or affect any right of action or remedy of the Buyer which shall have accrued or shall accrue after termination. Any provisions which are expressed or implied are intended to be enforceable after termination shall continue to be enforceable.

If the termination for the above stated reasons occurs, the Buyer shall have the right for delivery of the Goods that the Supplier has manufactured up to the day of termination by the Buyer. Undelivered Goods that were already paid for shall be credited immediately.

24. Anti-corruption Clause

The Buyer and the Supplier undertake to strictly respect the zero-tolerance level of corruption in their interaction.

If in the process of conclusion or implementation of the Contract or Purchase Order, a breach of this clause shall occur, it will be considered a material breach of the Contract and, without prejudice to its other rights and remedies in respect of such breach, the Buyer shall be entitled to abrogate or terminate the Contract because of such breach immediately.

For any proven violation of the anti-corruption clause, the Supplier will pay the Buyer a contractual penalty of 20% of the value of the entire transaction whereby the Buyer retains the possibility of claiming more when the indemnity exceeds the value of the contractual penalty.

The provision of the preceding paragraph shall also apply in the event of other violations of the Rules, the Purchase Order, or the Contract, where expressly specified therein.

25. General Terms and Severability

25.1 These Terms and Conditions override and exclude any other terms stipulated, incorporated, or referred to by the Supplier, whether in any quotation, acknowledgement of the Purchase Order, delivery note or invoice, or in any negotiations or any course of dealing established between the Supplier and the Buyer. Such Terms and Conditions shall not form any part of the Contract.

25.2 If any term or provision in the Contract or these Terms is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Contract or these Terms but the enforceability of the remainder of the Contract or these Terms shall not be affected.

25.3 Buyer's failure to insist upon strict performance of any provision of the Contract shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature.

25.4 Buyer's failure to exercise any rights or remedy arising from the Contract shall not be deemed as a waiver thereof, or of any subsequent right or remedy.

25.5 The Supplier is informed and agrees that the data obtained while implementing the Contract or Purchase Order will be processed in the Buyer's IT system.

26. Governing Law and Venue

26.1 This contract shall be governed and construed in accordance with the law of England and Wales and any dispute arising in relation to it shall be subject to the exclusive jurisdiction of the English Courts.