



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

Seller's attention is drawn in particular to the provisions of clause 9.

1 DEFINITIONS

1.1 In the following terms and conditions:

Buyer means Preformed Line Products (GB) Ltd, a company registered in England and Wales (registered number 00578922) whose registered is at East Portway, Andover, Hampshire SP10 3LH;

Conditions means the terms and conditions set out in this document as amended from time to time;

Contract means each Order accepted in accordance with clause 2;

Equipment means any tools, jigs, drawings, patterns or other equipment supplied by Buyer or intended to be made or obtained by Seller specially for the execution of an Order;

Free Issue Materials shall mean all materials or parts supplied by Buyer designated as 'free issue' on the Official Order Form, or any amendment or modification thereof, or otherwise confirmed as free issue by Buyer;

Goods means the materials, articles or services that are the subject of an Order;

Non-Free Issue Materials means all materials or parts which are made or obtained by Seller especially for the execution of an Order and which are not Free Issue Materials or Equipment.

Order means the order by the Buyer to the Seller for the Goods, whether in the form of an **Official Order Form** or otherwise (as the same may be modified pursuant to Condition 5 or amended by agreement evidenced by Buyer's "Order Amendment Form" from time to time), and shall include and incorporate the Conditions;

Progress Payment means any payment made by or on behalf of Buyer in respect of any Goods which have not (at the time the payment is made) been accepted in accordance with clause 6.3;

Seller means the Company or persons to whom an Order is addressed; and

Work-in-Progress means the physical product (whether wholly or only partly completed and including without limitation any of the Goods in their finished state) or any work done by or to the order of Seller in the execution of an Order.

1.2 In these Conditions, the following rules apply:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** includes faxes and emails.

2 ACCEPTANCE

2.1 These Conditions apply to the Contract to the exclusion of any other terms that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by Buyer to purchase the Goods in accordance with these Conditions and the Order shall be deemed to be accepted on the earlier of:

2.2.1 Seller issuing a written acceptance of the Order; and

2.2.2 Seller doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.3 Where it is indicated on the Order that the Order is for Government requirements, it shall be deemed to incorporate the latest issue of Standard Conditions relating to Government Contracts for Stores Purchases (except to the extent inconsistent herewith), unless otherwise expressly stated.

3 DELIVERY & PRICE

3.1 Time shall be of the essence of the Contract.

3.2 Upon acceptance of an Order and at Buyer's request, Seller shall provide a detailed manufacturing programme to Buyer in a form and to a level of detail accepted by Buyer in its sole discretion. Buyer shall have the right to monitor progress of the manufacture of the Goods against such programme until Goods are accepted in accordance with clause 6.3. Buyer reserves the right, in its sole discretion and immediately on notice to Seller, to enter any premises of Seller where the Goods are being manufactured and, at Buyer's expense, take or implement all such actions, measures or steps as Buyer reasonably considers necessary or appropriate to expedite, complete or otherwise continue the manufacture of the Goods.



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- 3.3 The Goods shall be delivered DDP (Incoterms 2010) by Seller during normal business hours to the place of delivery specified in the Order or as Buyer otherwise directs, or in a manner or on such terms as otherwise agreed between the parties,. Delivery shall be at Sellers risk until such time as risk in the Goods passes to Buyer in accordance with clause 6.1.
- 3.4 Seller shall ensure that the Goods are properly packed and secured (free of charge unless otherwise agreed in writing with Buyer) in such manner as to enable them to reach their destination in good condition and ensure that each delivery of the Goods is accompanied by a consignment note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), quantity consigned, method of despatch, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. Seller shall be entitled to remove any returnable packaging from the place of delivery at a time agreed to the Buyer
- 3.5 An "Advice Copy" of the consignment note referred to in clause 3.3 shall be posted to Buyer by first class post or registered airmail (where the Supplier is located outside of the United Kingdom) the same day as despatch and shall clearly state Buyer's Order Number.
- 3.6 Buyer may reschedule any delivery of Goods for a date not more than 6 months after the delivery date stated in the Order at no charge, provided that the Buyer gives not less than 21 days' notice of each rescheduling.
- 3.7 Seller shall not deliver the Goods in instalments without the prior written consent of Buyer. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately.
- 3.8 If the Goods are not delivered on the date specified within the Order then, without limiting any of its other rights or remedies, Buyer shall have the rights set out in clause 7.5 below.
- 3.9 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the published price of Seller list in force as at the date the Contract came into existence. Seller confirms that prices quoted shall be firm for the whole period in which Seller has agreed to deliver the Goods or render the service.
- 3.10 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging of the Goods. No extra charges shall be effective unless agreed in writing and signed by Buyer. Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 3.11 If Seller delivers more or less than the quantity of Goods ordered, and Buyer accepts the Goods in accordance with clause 6.3, a pro rata adjustment shall be made to the invoice for the Goods.

4 DELAY

- 4.1 Seller shall notify Buyer in writing immediately of any circumstances that may cause a delay in delivery, stating the estimated period of delay and Seller shall on Buyer's request from time to time furnish Buyer with progress reports on the execution of the Order. Seller shall, notwithstanding the foregoing, at all times use its best endeavours to meet all delivery dates.
- 4.2 If delivery under the Order is delayed by any unforeseen circumstances beyond the control and without the fault of negligence of Seller the delivery schedule shall be extended for such period as is reasonable, having regard to all the relevant circumstances. If delivery is delayed by any circumstances for more than 14 days Buyer shall be entitled, at its sole discretion and without granting any additional extension, to:
- 4.2.1 terminate the Contract, whereupon the provisions of clause 15.2 below shall apply except that the only deductions that Buyer shall be entitled to make under clause 15.2.3 shall be any amounts already paid by the Buyer in respect of the Order; or
- 4.2.2 reject the Goods in whole or part, whereupon Seller shall refund Buyer the price (or, where the Goods are rejected in part, a relative proportion of it), such sums to be immediately due and owing to the Buyer upon rejection of the Goods.

5 MODIFICATIONS

- 5.1 Buyer may from time to time, by notice in writing to Seller (the **Direction**) direct that changes be made in the quantity, quality, design, specification, delivery schedule, method of packing or shipment of the Goods or any part of them at any time prior to their delivery. Seller shall carry out the Direction without variation of unit price or delivery schedule unless either:
- 5.1.1 the Direction either specifies a variation in the unit price of the Goods and/or the delivery schedule of the Goods and is accompanied by written information from Buyer that reasonably supports the variation; or



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- 5.1.2 if the Direction does not contain a variation to the unit price or delivery schedule of the Goods but within 21 days from the date of the Direction, Seller provides Buyer in writing with information or other material which demonstrates to the reasonable satisfaction of the Buyer that acceptance of the Direction justifies a variation in the unit price of the Goods or a variation in the delivery schedule of the Goods.
- 5.2 Where the Direction contains a reduction of unit price that is not accepted by Seller, Seller shall notify Buyer in writing within 21 days of the date of the Direction of its rejection of such reduction. Upon rejection by Seller in accordance with this clause 5.2, Buyer shall either:
- 5.2.1 provide all such further information or documents as Seller may reasonably require to accept the reduction in unit price, whereupon the Order shall be completed in accordance with the Direction;
- 5.2.2 amend the Direction within 21 days of such rejection in a manner reasonably acceptable by both Buyer and Seller, whereupon the Order shall be completed in accordance with the amended Direction;
- 5.2.3 withdraw the Direction; or
- 5.2.4 terminate the Contract, whereupon the terms of clause 15.2 shall apply.
- 5.3 Where evidence is provided by Seller to Buyer in accordance with clause 5.1.2, Buyer shall, as soon as reasonably practical after receipt of such information, be entitled by written notice to Seller to either:
- 5.3.1 withdraw the Direction;
- 5.3.2 accept the proposed modification in delivery schedule and/or unit price to the Direction (the 'Revised Direction'), whereupon the Order shall be completed in accordance with the Revised Direction; or
- 5.3.3 reject the Revised Direction, whereupon the Contract shall terminate and the terms of clause 15.2 shall apply.

6 OWNERSHIP AND RISK

- 6.1 Except to the extent that ownership has already passed to or is invested in Buyer pursuant to clauses 9.2, 9.6 or 15.2.2, risk in and title to Goods supplied under any Order shall pass to Buyer upon acceptance of such Goods in accordance with clause 6.3.
- 6.2 Buyer shall be entitled to inspect the Goods in accordance with clause 8 at any time before delivery.
- 6.3 Buyer shall, at its sole discretion, accept or reject Goods delivered pursuant to any Order (regardless of whether Buyer has inspected such Goods in accordance with clause 6.2) within 7 days of delivery by giving written notice to Seller. Any rejected Goods shall be returnable at the risk and expense of Seller and the terms of clause 8.2 shall apply.

7 QUALITY

- 7.1 Unless otherwise stated, Seller warrants that the Goods shall conform to British Standards Specifications or DIN Standards where applicable, or such other standards as Buyer specifies in an Order, and any other applicable European Community, national or local laws, rules and regulations and Seller shall fully effectively and promptly indemnify Buyer against any claims, liabilities and loss arising from any failure to so conform.
- 7.2 Without Buyer's prior written consent, no maker's name or marks except in the case of 'proprietary' articles shall appear on the Goods. For the purposes of this clause 7, 'proprietary' means components, products or other parts or goods that have been designed, developed and/or manufactured solely by Seller independent of any third party.
- 7.3 In the case of 'proprietary' articles Seller shall furnish Buyer with drawings, product support details and maintenance manuals within one month of the date of Order, and with a "Certificate of Test and Guarantee" (in a form agreed between the parties) on delivery of the Goods, all such documents to be supplied free of charge.
- 7.4 Seller warrants that the Goods will conform to their applicable specifications, drawings, standards, samples or other descriptions; shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and be fit and sufficient for the purpose intended; shall be merchandise of good material and workmanship and where applicable, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and, comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. These warranties shall be in addition to any other warranties, whether expressed or implied, that apply to the Goods, and shall survive any inspections, payments and acceptance by Buyer. All warranties of Seller shall run in favour of Buyer, its successors, assigns, customer, and owners and end users of the Goods or products for which the Goods are employed.
- 7.5 If the Goods are not delivered on the date specified in the Order, or do not comply with the undertakings set out in clause 7.4 above, then, without limiting any of its other rights or remedies, Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:
- 7.5.1 to terminate the Contract, whereupon the terms of clause 15.2 shall apply;
- 7.5.2 to reject the Goods (in whole or in part) and return them to Seller at the own risk and expense of Seller;



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- 7.5.3 to require Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 7.5.4 to refuse to accept any subsequent delivery of the Goods which Seller attempts to make;
 - 7.5.5 to recover from Seller any costs incurred by Buyer in obtaining substitute goods from a third party; and
 - 7.5.6 to claim damages for any other costs, loss or expenses incurred by Buyer which are in any way attributable to the failure of Seller to carry out its obligations under the Contract.
- 7.6 Without prejudice to any other rights of Buyer (including all rights and remedies implied by statute and common law), if any of the Goods prove defective Seller shall rectify or replace the defective Goods free of charge including dismantling, collection, servicing and delivery costs. These Conditions shall apply to any repaired or replacement Goods supplied by Seller.
- 7.7 Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

8 INSPECTION AND REJECTION

- 8.1 Buyer shall be entitled, through its designated quality representative from time to time, to inspect the Goods and carry out all such testing as it considers appropriate or necessary at any time prior to acceptance to the Goods under clause 6.3. Buyer (and its duly authorised representatives) shall be entitled to enter any premises of Seller where the Goods are being manufactured and/or stored to conduct such inspection or testing under this clause 8.1.
- 8.2 Buyer reserves the right to reject any of the Goods ordered which do not comply with the relevant specification or which do not reach the relevant approved standards of design, material, workmanship or quality or which are not acceptable in accordance with Seller's sample or are in excess of the quantity ordered. Where Goods are rejected by Buyer, Seller shall at Buyer's option:
- 8.2.1 refund Buyer with any payments made by him in respect of such goods and pay Buyer the current cost to Buyer of replacing all the Free Issue Materials used by Seller in manufacturing such Goods;
 - 8.2.2 remedy the defects in the Goods; or
 - 8.2.3 supply replacement Goods free of charge within a time agreed in writing by Buyer and Seller without prejudice to any further remedies by way of damages or otherwise which Buyer may have against Seller,
- and Buyer shall be under no obligation to make any payment (or any further payment) in respect of any rejected goods.
- 8.3 Seller hereby undertakes to adhere to any instructions given by Buyer to Seller regarding submission of sample for inspection (whether stated in the Official Order Form or otherwise).
- 8.4 Seller shall supply to the Buyer all engineering drawings, data, operating and maintenance of manuals, parts list and certification documentation as may be required by Buyer under the Order in a manner specified by Buyer from time to time.
- 8.5 Notwithstanding any inspection or testing conducted in accordance with clause 8.1, Seller shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the obligations of Seller under the Contract, and Buyer shall have the right to conduct further inspections and tests after Seller has carried out any remedial actions requested by Buyer under clause 8.2.2.

9 EQUIPMENT, FREE ISSUE MATERIALS AND WORK-IN-PROGRESS

- 9.1 No Equipment, Free Issue Materials or Work-in-Progress shall be used for any other purpose than the execution of an Order without Buyer's written consent.
- 9.2 Seller acknowledges that all materials, Equipment and Free Issue Materials supplied by Buyer to Seller and all rights in such items are and shall remain the exclusive property of Buyer.
- 9.3 Seller shall keep Equipment and Free Issue Materials in safe custody at its own risk, maintain them in good condition and not dispose or use the same other than in accordance with the written instructions or authorisation of Buyer.
- 9.4 Seller undertakes to:
- 9.4.1 keep separate and clearly mark with the name of the Buyer all Equipment, Free Issue Materials, Non-Free Issue Materials and Work-in-Progress;
 - 9.4.2 properly account for Free Issue Materials in writing;
 - 9.4.3 permit Buyer to enter the premises of Seller (or any other location where Work-in-Progress, Free Issue Materials, Non-Free Issue Materials or Equipment are stored) during normal working hours to inspect and ascertain whether the provisions of this clause 9 are being complied with;
 - 9.4.4 not to use Free Issue Materials beyond a level of usage agreed with Buyer from time to time, or, where no usage levels are agreed, not to use Free Issue Materials beyond reasonable usage levels; and



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- 9.4.5 in the event that the Seller exceeds the usage levels of Free Issue Materials specified under clause 9.4.4, reimburse Buyer the replacement cost of any excess usage or any servicing or maintenance of Free Issue Materials as may be required as a result of such over use.
- 9.5 If on termination of the Contract, Work-in-Progress at the date of termination contains any Free Issue Materials and is determined by Buyer to not be of suitable quality, Seller shall pay Buyer on demand the cost to Buyer of replacing all Free Issue Materials used by the Seller in manufacturing the relevant Work-in-Progress which is required to be replaced in order to manufacture or complete the manufacture of relevant Goods. Buyer's rights under this Condition 9.5 shall be in addition to any other rights and remedies arising out of or in connection with the Contract.
- 9.6 Legal and equitable title in respect of:
- 9.6.1 Equipment not supplied by the Buyer, shall pass to Buyer immediately upon the creation, purchase by the Seller, use or application of such Equipment in the execution of an Order (whichever is the earlier);
- 9.6.2 Work-in-Progress which includes any Free Issue Materials, shall pass to Buyer immediately upon its creation; and
- 9.6.3 any other Work-in-Progress or any Non-Free Issue Materials as are in the possession or control of Seller at the time when Buyer makes any Progress Payment to Seller or the Goods are delivered, shall pass to Buyer immediately on the making of such Progress Payment or delivery of the Goods (whichever is the earlier). In the event a Progress Payment is made by Buyer, legal and equitable title to any further Work-in-Progress or Non-Free Issue Materials created after the date of the Progress Payment shall pass to Buyer immediately upon its creation.
- 9.7 Unless otherwise expressly agreed in writing between the parties, no Progress Payment shall be due by Buyer unless this clause 9 has been complied with by Seller in all respects.
- 9.8 Seller shall at its expense maintain in force, with a reputable insurance company and until risk passes to Buyer in accordance with these Conditions, an appropriate level and type of insurance on a total loss basis in respect of all Equipment, Free Issue Materials and all Non-Free Issue Materials and Work-in-Progress whose title has passed to Buyer under clause 9.6 (together, **Buyer Materials**). Buyer shall at any time have the right to inspect such policy or policies and request details of cover and the receipt for the current year's premium in respect of each insurance.
- 9.9 Seller shall not transfer, assign, mortgage, charge, pledge or in any way encumber any of the Buyer Materials to or for the benefit of or in favour of any third party.
- 9.10 Seller shall be fully responsible for all property of Buyer (including but not limited to any Buyer Materials) in Seller's possession or under Seller's control pursuant to an Order and shall be liable for all loss and damage to it howsoever caused. Such responsibility shall terminate in respect of any particular piece of such property on delivery to Buyer in accordance with the Contract. All Equipment and Free Issue Materials shall be delivered to Buyer carriage paid at Seller's risk and in good condition when no longer required for the execution of an Order.
- 9.11 Neither the passing of property to the Buyer nor the making of any progress or other payment by Buyer shall affect any of the rights of Buyer under the Contract in respect of the Goods and in particular shall not be deemed to be an acceptance of Buyer of any of the Goods or Work-in-Progress nor shall it be deemed to prejudice Buyer's right to reject the Goods or relieve Seller of any of his obligations under the Contract.
- 10 SUB-CONTRACTING**
- No part of this order may be sub-contracted or assigned without first obtaining Buyer's permission in writing. In the event that Seller does so sub-contract or assign without permission Buyer shall be entitled to terminate the Contract forthwith. Any such consent given shall not relieve the vendor of his obligation under his contract and any such contract or assignment will be subject to the full terms and conditions re-embodied herein. Seller undertakes to supply Buyer with any order or sub-contract so enacted.
- 11 TERMS OF PAYMENT**
- 11.1 Seller shall within 7 days of acceptance of the Goods by the Buyer in accordance with the Contract, submit invoices in duplicate for the Goods so accepted together with documentation evidencing the despatch of the Goods by Seller. Buyer shall pay correctly rendered invoices within in the manner stated in the Order, or where not so stated, at the end of the second month of the receipt of the relevant invoice by Buyer. Payment shall be made to the bank account nominated in writing by Seller.
- 11.2 Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of Seller to Buyer against any liability of Buyer to Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

12 INDEMNITY

12.1 Seller shall keep Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Buyer as a result of or in connection with:

- 12.1.1 any claim made against Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of Seller, its employees, agents or subcontractors;
- 12.1.2 any claim made against Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Seller, its employees, agents or subcontractors; and
- 12.1.3 any claim made against Buyer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Seller, its employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

13 INSURANCE

During the term of the Contract and in addition to the requirements of clause 9.8, Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the request of Buyer, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14 TERMINATION

14.1 Buyer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving Seller written notice, whereupon Seller shall discontinue all work on the Contract. Buyer shall pay Seller fair and reasonable compensation for any Work-in-Progress at the time of termination plus a profit which shall be computed at the rate of 10 per cent of such compensation, but such compensation shall not include loss of anticipated profits or any consequential loss and shall in no circumstances exceed the relevant Order price.

14.2 Without limiting its other rights or remedies, Buyer may terminate the Contract with immediate effect by giving written notice to Seller if:

- 14.2.1 Seller commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of Seller being notified in writing to do so;
- 14.2.2 Subject to clause 4.2 and without prejudice to clauses 5.2.4, 5.3.3 and 7.5.1, Seller or Buyer has reasonable cause to believe that Seller will fail to deliver any of the Goods in accordance with the Contract;
- 14.2.3 Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 14.2.4 Seller's financial position deteriorates to such an extent that in Buyer's opinion Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Either party may terminate the Contract with immediate effect by giving written notice to the other if:

- 14.3.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.3.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the other party is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- 14.3.3 (being a company),
 - (a) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party, other than for the sole purpose of a scheme for a solvent



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (b) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - (c) the holder of a qualifying floating charge over the other party's assets has become entitled to appoint or has appointed an administrative receiver;
- 14.3.4 (being an individual),
- (a) the other party is the subject of a bankruptcy petition or order;
 - (b) the other party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 14.3.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.3.6 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 14.3.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.1 to clause 14.3.6 inclusive.
- 14.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 14.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 15 CONSEQUENCES OF TERMINATION**
- 15.1 If the Contract is terminated by Seller pursuant to clause 14.3, Seller's remedy shall be limited (to the fullest extent permitted by law) to the retention of any of the Goods or Buyer Materials until such time as Buyer has paid or produced payment of any direct damages Seller may have suffered as a result of such termination.
- 15.2 If the Contract is terminated by the Buyer for any reason in accordance with these Conditions, then:
- 15.2.1 on the date of termination Seller shall stop work in respect of all Orders and instruct any sub-contractors engaged by Seller for the purposes of any Order to stop work;
 - 15.2.2 on or (at the discretion of the Buyer) after the date of termination, and if Buyer so requests, Seller shall permit Buyer to recover possession of any of the Goods which are finished (title to which shall pass to the Buyer immediately on termination of the Contract) and any Free Issue Materials or any Work-in-Progress, Equipment or Non-Free Issue Materials that are the property of Buyer pursuant to clauses 9.2 or 9.6. For the purposes of exercising its rights under this clause 15.2.2, Buyer shall be entitled to enter the premises of Seller (or such other applicable location) where the relevant Goods, Work-in-Progress, Equipment, Free Issue Materials and Non-Free Issue Materials are stored and to remove the same at Buyer's expense;
 - 15.2.3 as soon as it is reasonably practicable after termination of the Contract, Buyer shall pay Seller:
 - (a) an amount equal to the price of any proportion of the Goods which have been delivered or rendered prior to the date of termination (as the case may be); and,
 - (b) an amount representing fair value for any Goods, Work-in-Progress, Equipment and Non-Free Issue Materials recovered by Buyer pursuant to clause 15.2.2, and for the purposes of this clause **fair value** shall mean the lower of the raw material cost and the market value (as agreed between the parties, or as otherwise determined by an independent account (acting as expert and not arbitrator), whose decision shall be binding on the parties) of each such item recovered by Buyer, less any amount already paid by Buyer in respect thereof.
 - 15.2.4 Risk in any Goods, Work-in-Progress, Equipment and Free Issue Materials and Non-Free Issue Materials recovered by Buyer pursuant to clause 15.2.2 shall pass to Buyer immediately upon Buyer or his agent for collection taking possession and control thereof.
- 15.3 Buyer's rights under this Condition are in addition to and not to the exclusion of any other rights of Buyer arising out of or in connection with the Contract.

16 GENERAL

16.1 Assignment and other dealings



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Buyer.

16.2 **Notices**

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.

16.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day (being a day other than a Saturday, Sunday or public holiday in England) after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one business day after transmission.

16.2.3 The provisions of this clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action.

16.3 **Severance**

16.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.3 shall not affect the validity and enforceability of the rest of the Contract.

16.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 **Waiver**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 **Third party rights**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

16.6 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Buyer.

16.7 **Entire Agreement**

16.7.1 The Contract, these Conditions and each Order made pursuant to them constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.7.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

16.7.3 Nothing in this clause shall limit or exclude any liability for fraud.

17 **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

17.1 All information disclosed by Buyer to Seller under or in connection with the Contract shall be deemed to be secret unless and until it shall become part of the public knowledge or literature on the subject.



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

- 17.2 Seller agrees with Buyer and undertakes that it will not, without the consent in writing of Buyer, disclose directly or indirectly to any third party any secret information (including without limitation processes, formulae, specifications, drawings, descriptions, instructions and any other unpublished information provided by the Buyer), nor make any use of the said secret information except for:
- 17.2.1 the execution of an Order; or
- 17.2.2 to the minimum extent the secret information is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, and such agreement and undertaking shall continue in so far and for so long as the said secret information or any part of it shall remain secret.
- 17.3 In so far as Buyer may disclose any secret information to Seller, Seller undertakes to only disclose such secret information to its officers, employees and contractors who need to know it for the purpose of discharging Seller's obligations under an Order. Seller will procure that the officers, employees and contractors to whom the secret information is passed observe (both during their respective engagements with Seller and thereafter) the strictest secrecy with regard to the secret information and do not make use of the secret information except for the purpose of the execution of an Order.
- 17.4 To the extent that the Goods under any Order are specifically designed by Seller in accordance with Buyer's instructions or Buyer's specification, all intellectual property rights (including without limitation patents, copyrights, registered design, trademarks and know how) which are connected with or arise out of the design work carried out by Seller for Buyer in connection with such an Order shall vest in or be assigned to Buyer.
- 17.5 The company shall have the right, at any time to appoint representatives to be resident at Seller's premises for either part of the duration of the Contract. Seller will be responsible for allocating suitable accommodation at the Seller's premises for said representatives and it shall also afford them every facility to enable them to carry out their duties, which shall be specified to Seller by Buyer when appointing said representative.
- 18 GOVERNING LAW**
- The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).