



DAWSON
CONSTRUCTION PLANT LTD

TERMS AND CONDITIONS OF PURCHASE

In these conditions:

"DCP" the abbreviated reference for Dawson Construction Plant Ltd.

"Seller" or "Vendor" is the business partner providing the goods or services to DCP.

"The order" shall mean the contract formed by the acceptance (whether express or implied) of the purchase order, attached or otherwise and these conditions.

"The goods" shall mean the products described on or by reference to the purchase order and shall include services.

"Know how" shall mean any and all technical information data, formulae and knowledge relating to the products produced by DCP but not limited to designs, drawings, specifications, technical records, material lists and processes.

1. DCP will not be responsible for goods supplied or services rendered unless covered by our official Purchase Order, duly signed by DCP's authorised representative. We reserve the right to cancel orders not promptly acknowledged by the Vendor. Acknowledgement of this order must be made by the Seller within 7-days from the date thereof at the price and delivery specified on the Purchase Order. Similarly, acknowledgements will be required for all delivery schedules issued. Acceptance of this Order or otherwise if beyond 7-days from order placement constitutes an acceptance by the Sellers of all Terms and Conditions embodied in the order and to any subsequent amendments which might be mutually agreed in writing and will not be superseded by Sellers conditions.

2. No variation of the Order including any increase in price shall be binding upon us unless agreed in writing and signed by DCP's authorised representative. If an invoice details a price increase which has not yet been agreed, payment will not be made by DCP.

3. In the event of the Vendor's failure to deliver by the date(s) specified, DCP reserve the right to cancel the Order fully, or in part, and to purchase elsewhere charging the Vendor with any excess costs incurred and/or obtain recompense from the Vendor for any on-costs incurred by DCP as a direct result of the Vendor's failure to produce ordered goods or services on time. NB The risk can often be offset by the Vendor Holding sensible buffer stocks at all times.

4. (a) Goods shall be delivered at Vendor's risk carriage paid to the destination specified, clearly marked with the Vendor's Advice Note and DCP Purchase Order numbers.

(b) By exception, and only by mutual agreement, will 'ex works' arrangements be introduced and only provided adequate transit insurance for the goods is in place.

5. Any goods delivered by the Vendor in excess of ordered quantities or in respect of which no order was made shall be collected by the Vendor. If not collected within 14-days of notice being given to the Vendor, DCP may dispose of such Goods without being subject to any liability to make payment for such goods.

6. The property in any goods order shall remain with the Vendor until the goods are received at the destination specified.

7. DCP reserve the right to inspect and/or test at Vendor's works any materials or services being supplied against our Purchase Order, and to reject them if found unsatisfactory. Such inspection or test shall not imply formal acceptance nor prejudice our rights herein. Such inspection and test can include a full review of the Vendor's manufacturing process and quality controls by DCP and/or DCP's customer representatives.

8. The Vendor shall give full credit or, at our opinion, rectify or replace at his expense and without delay, any goods or services found not to comply with specifications cited, or implied in our Purchase Order or which become defective due to faulty materials or workmanship. The use or part use of any goods by DCP or DCP's customers' right through to the OEM and their customers does not relinquish the Vendor's responsibility for goods to be fit for purpose.

9. The Vendor shall warrant that the sale or use of goods or materials that are the subject of the Purchase Order does not infringe any Patent and undertakes to indemnify DCP against all judgements, decrees, orders, damages, costs and expenses arising out of any such infringement or alleged infringement including all costs and expenses of an incidental nature to the defence of legal proceedings in connection therewith.

10. Any drawings, materials or equipment supplied to the Vendor by DCP in connection with a Purchase Order will remain our property and shall not be used in production manufacture or design of any goods or materials other than those being the subject of our Purchase Order. In the event of any

inconsistency on the Purchaser's drawings or if, in the opinion of the Vendor any detail should be modified the Vendor is to notify the Purchaser, in writing prior to taking any possible action.

11. You shall not (without prior written consent) use this contract or any part thereof or our name for advertising, publicity or business purposes and shall take all reasonable precautions to keep confidential all information received or acquired arising out of or in connection therein (including acquired know-how).

12. The Goods and the Works shall conform in every respect to the Order and to the specifications, drawings, samples, or descriptions furnished or adopted by DCP and be merchantable and fit for purpose and free from defect in material and workmanship.

13. The Vendor will establish such quality and specification control procedures including testing and inspection and such documentation and certification as may be necessary to comply with the order. The Vendor will give DCP full details of such procedures and advance notice of any proposed changes in such procedures or in any manufacturing process or locations of manufacture.

14. Deliveries will only be accepted between the following times:
7.30am - 5 00pm Monday - Thursday and 7.30am - 3.30pm Friday outside of shutdown and holiday periods. Vendors take full responsibility to ensure their delivery representatives and agents wear the required PPE and be mindful to all H&S requirements, especially in areas where forklifts and other vehicles operate so keeping well away from such and other similar hazards.

15. Deliveries must be made in packaging and/or containers as specified or as otherwise agreed. Parts must be protected in transit from damage/corrosion. It is the Vendor's responsibility to control and collect their own reusable packaging and stillages.

16. All packages/bundles must be clearly marked externally with Order No., Part No., and Quantity.

17. Materials may not be processed for receipt until full and correct documentation has been received, including certificates of conformity and material certification for raw material supply.

18. All dies, moulds, fixtures, patterns, plant, or other tooling which is supplied or paid for by the buyer or for which the buyer is liable to pay under terms of applicable Purchase Order shall be clearly marked / identified and so maintained with 'Property of Dawson Construction Plant Ltd'.

19. If the Buyer provides any Free Issue Materials to the Seller Group, such Free Issue Materials remain the property of the Buyer, and the Seller is the bailee. On delivery to the Seller Group the Free Issue Materials shall be

and remain at the sole risk of the Seller until Completion or delivery of the Goods to the Buyer, as the case may be.

The Seller shall clearly identify and mark as "The Property of [Buyer's name as specified on the Purchase Order]", separately store, protect and maintain in good order and condition and keep comprehensive records of all Free Issue Materials.

The Seller shall use all Free Issue Materials economically and solely for the purpose of the Contract.

Damage to or loss or waste of any Free Issue Materials arising from a failure of the Seller to use diligence shall be made good at the expense of the Seller by use of materials of at least the same quality.

All surplus Free Issue Materials are to be kept separate and reported to the Buyer for instructions regarding return or disposal.

20. The Buyer's property shall be returnable on demand and proven to be in full working order to enable fit for function on-going volume product to be produced or gauged. Any failure to comply will be deemed the Vendor's liability and consequently, dependent on DCP wishes suitable recompense either to be forwarded to DCP or prompt full corrective action to be taken by the Vendor (at the Vendor's expense).

21. The Vendor shall not, without prior written consent, sub-contract this order or any part thereof and where such written consent is given, will obtain the agreement of the Vendor's sub-contractor to conform to conditions similar in terms to the terms and conditions of purchase specified herein.

22. There shall be no liability for failure to fulfil obligations under the Order if such failure is attributable to events of force majeure including but not limited to strikes, lockouts, fire, flood, riots, explosion, war, exercise of emergency powers by government or other competent authority, Order of Court or Act of God or any other event beyond your or our reasonable control. The mere shortage of labour, materials, or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.

23. Suppliers whose employees undertake work at DCP, or our customer's and partner's premises must maintain and demonstrate adequate insurance cover for their employees and for the results of any actions of their employees.

24. In the event of a situation that neither the Vendor nor DCP except responsibility for a defect or failure. DCP reserve the right to appoint a jointly funded independent arbitrator to appraise the facts and forward a judgement.

25. The property Law of this contract shall be the Law of England and Wales and this contract shall be governed in accordance therewith and the parties hereby submit to the jurisdiction of the English Courts.