



Standard PO Terms and Conditions

POWELL (UK) LIMITED PURCHASE ORDERS

1. DEFINITIONS

1.1 “Acceptance” or “Accepted” shall mean Buyer’s written or electronic acknowledgment that all Goods and Services described in the Purchase Order have been received, inspected, and appear to be in compliance with the Contract Documents; provided, however, that Acceptance shall not constitute a waiver of any defect in materials and workmanship or failure to comply with the Contract Documents. Unless otherwise specified in the Purchase Order, Buyer’s obligation to make payment shall not commence until Acceptance of all Goods and Services described in the Purchase Order, and payment shall be due the number of days after Acceptance specified in the Purchase Order.

1.2 “Agreed Purposes” shall mean the Supplier’s supply, and the Buyer’s purchase and receipt, of Goods and/or Services in accordance with these Terms and Conditions (which shall include the Supplier and the Buyer each meeting their respective duties and obligations as set out hereunder).

1.3 “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.4 “Buyer” shall mean Powell (UK) Limited (company number: 05464765) for itself and/or any of its Group or operating its or their divisions.

1.5 “Contract Documents” shall mean the Purchase Order, these Terms and Conditions, and any plans, specifications, addenda or other documents attached or referred to, or incorporated into the Purchase Order.

1.6 “Customer” means any person or entity to which Buyer sells or conveys any of the Goods or Services described in the Purchase Order, or any product manufactured, fabricated or assembled by Buyer, in whole or in part, which contains, incorporates or uses in any way any of the Goods and Services.

1.7 “Data Protection Legislation” shall mean (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

1.8 “Destination” shall mean the location or facility to which the Goods are to be delivered, as stipulated in the “Ship To” block on the Purchase Order (or, where no such location or facility is stated in the Purchase Order then to the Buyer’s premises at Factory Site, Ripley Road, Bradford, West Yorkshire, BD4 7EH), or as otherwise designated by Buyer.

1.9 “First Use” shall mean the date on which any of the Goods or Services purchased hereunder, or any component, machinery, system, equipment or process into which any such Goods or Services are incorporated, are first powered up and used for actual operations by Buyer or its Customer after completion of all installation, commissioning, inspection or trial service periods.

1.10 “Goods” shall mean all of the merchandise, material, equipment, machinery, systems, parts and other personal property described in the Purchase Order or in any of the plans, specifications or other documents attached, referred to or incorporated into the Purchase Order, and shall include any Services necessary to fabricate, manufacture, assemble, deliver, install, test, operate and startup (if applicable) all of the Goods.

1.11 “Group” shall mean in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, where “holding company” or a “subsidiary” means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.12 “Permitted Recipients” shall mean the Supplier, the Buyer, the employees of the Supplier and the Buyer and any third parties engaged to perform obligations in connection with these Terms and Conditions.



1.13“Purchase Order” shall mean Buyer’s purchase order to which these Terms and Conditions shall apply, or the release under a purchase order, as applicable.

1.14“Relevant Policies” has the meaning ascribed to it in condition 15.3.

1.15“Relevant Requirements” has the meaning ascribed to it in condition 15.3.

1.16“Relevant Terms” has the meaning ascribed to it in condition 15.4.

1.17“Services” shall mean all work or services described in the Purchase Order, including all Services included in the definition of Goods.

1.18“Shared Personal Data” shall mean the personal data (which may include special category or personal data) to be shared between the Supplier and the Buyer under these Terms and Conditions. Unless otherwise agreed between the parties in writing, Shared Personal Data shall include but shall not be limited to the following categories of information relevant to a data subject:

- (a) Identify information including names and identify documentation;
- (b) Contact information including telephone numbers, email addresses and residential or business addresses; and
- (c) Financial information including payment or invoicing information.

1.19“Supplier” shall mean the person or entity named on the face of the Purchase Order, together with its affiliates, subsidiaries and successors as appropriate to the context.

1.20“Terms and Conditions” shall mean all of these Terms and Conditions, together with any terms and conditions specified in the face of the Purchase Order or included within any plans, specifications or other Contract Documents.

2. AGREEMENT

2.1 Supplier agrees to provide the Goods or Services described in the Purchase Order at the price specified in the Purchase Order in accordance with the Terms and Conditions and other Contract Documents (if any). The Purchase Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Terms and Conditions.

2.2 A written acknowledgment of all or any part of the Purchase Order; the furnishing of all or any part of the Goods or Services; acceptance of payment under the Purchase Order; and/or the commencement of performance of any part of the Purchase Order (whichever occurs earliest) shall constitute an unqualified and complete acceptance of the Purchase Order, these Terms and Conditions and all the Contract Documents by the Supplier.

2.3 Any acceptance of a Purchase Order is limited to acceptance of the express terms contained in the face thereof and in these Terms and Conditions. Any additional terms, conditions or limitations proposed by Supplier in any form are objected to and rejected by the Buyer, unless expressly agreed to in a separate writing by Buyer. Any attempt by Supplier to vary any of the Terms and Conditions of the Purchase Order (or to impose its own terms and conditions) are objected to and rejected by the Buyer, and shall not form part of these Terms and Conditions.

3. PRICE

The price of the Goods and/or Services shall be as stated on the Purchase Order and shall include all applicable taxes (other than Value Added Tax which, for the avoidance of doubt, is not included in such prices and the Buyer shall additionally be liable to pay such Value Added Tax amounts to the Supplier at the prevailing rate, subject to receipt of a valid Value Added Tax invoice) and any charges for shipping, packaging, labelling, custom duties, taxes, storage, insurance, boxing, crating, and delivery to and loading on or in the transport system specified in the Purchase Order (unless the Purchase Order specifically provides that any such charges are to be paid by Buyer), and, in any event, shall be stated separately on all invoices and billing documents.

4. PAYMENT

4.1 Payments shall be due in accordance with the number of days set forth on the Purchase Order or in the absence of such reference, 60 days after the date on which (i) Buyer has received an invoice in compliance with the terms of the Purchase Order, together with all other documentation required herein; and (ii) all of the Goods have been correctly delivered on time, or the Services performed, in strict compliance with the Terms and Conditions; and (iii) Buyer has Accepted all of such Goods



or Services in writing. Notwithstanding the foregoing, unless otherwise specified in the Purchase Order, payment shall not be due until all Goods or Services have been delivered and performed, and Buyer shall not be obligated to make deposits, prepayments, or partial payments of any kind.

4.2 In the event Supplier delivers Goods or Services which do not conform with the descriptions and/or requirements stated or set out in the Purchase Order, these Terms and Conditions or any other Contract Documents then the Buyer shall reserve the right to withhold payment until 30 days after all such nonconforming Goods or Services have been repaired, replaced, or corrected by the Supplier in accordance with the terms hereof (and within such timeframe as reasonably specified by the Buyer from time to time), and have been accepted by Buyer in writing; provided, however, that if Buyer purchases any part of the Goods or Services from any other person or entity, after any breach by Supplier, including (without limitation) failure to deliver any Goods or Services on time or delivery of nonconforming Goods or Services, payment shall not be due until after the Buyer has had a reasonable opportunity to determine all costs, liability or other expenses incurred by Buyer to repair or replace any defective or nonconforming Goods (and, for the avoidance of doubt, the Buyer shall be entitled to recover all such costs from the Supplier) and if the Buyer is in breach of any obligations to any of its Customers/suppliers and such breach is due to or related to the Supplier failing to deliver Goods or Services which conform with the descriptions and/or requirements stated or set out in the Purchase Order, these Terms and Conditions or any other Contract Documents then this shall be deemed to be a material breach of these Terms and Conditions by the Supplier.

4.3 Neither physical receipt of Goods or Services, nor payment of Supplier's invoice in order to secure cash discounts, nor the signature of any delivery note, timesheet or other document by the Buyer (not originating from the Buyer) expressly stating in writing that the Goods or Services are Accepted shall constitute Acceptance of any Goods or Services by the Buyer.

4.4 The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier.

4.5 If a party fails to make any payment due to the other under the Contract Documents by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This condition shall not apply to payments the defaulting party disputes in good faith.

5. DELIVERY

5.1 Time of delivery is of the essence in respect of these Terms and Conditions. Supplier's failure to deliver Goods or Services to the Destinations on the "Deliver Date" specified in the Purchase Order, or if not specified within the Purchase Order then within 14 days of issuance of the Purchase Order, shall constitute a material breach of these Terms and Conditions. Supplier shall be entitled to an extension of time in respect of delivery only where the Buyer expressly consents to such extension in writing. Supplier shall indemnify the Buyer against all damages, costs, losses, liability or expenses, which Buyer may sustain by reason of failures or delays in delivery of Goods or Services or delivery of nonconforming Goods or Services (to those listed and/or described in the Purchase Order) including, without limitation, damages assessed or claimed against Buyer by its Customer(s). If Goods or Services are not delivered at the time and Destination specified, Buyer may, in addition to all other rights and remedies hereunder or available at law, cancel the Purchase Order, in whole or in part, purchase or otherwise acquire all, or any part of the Goods or Services from any other person or entity, deduct all of the costs, liability and expense thereof from any amounts otherwise due to Supplier, and recover from Supplier any excess costs, liability or expenses incurred by Buyer.

5.2 Supplier represents that it is familiar with Buyer's routing guide and agrees to comply with the routing guide with respect to all shipments. The routing guide is accessible at www.powellind.com (select "CONTACT US", then select "Purchasing", and then select "Inbound Routing Guide"). If Supplier ships by a more expensive way than specified therein, any increased transportation or other cost resulting there from shall be paid by Supplier.

5.3 Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. Failure to include such Purchase Order number shall be deemed a material breach of Supplier's obligations hereunder.



5.4 Supplier shall furnish bar coded shipment labels and/or packing lists for all Goods. All labels or parts lists must contain, in bar code format, the Purchase Order number, part number and unit quantity. This label should be positioned on the outside of the packaging and be front facing where applicable. Supplier shall combine in the same bill of lading, all shipments consigned to the same Destination and shipped on the same day.

5.5 Supplier shall furnish all Material Safety Data Sheets applicable to the Goods, and containing such information as required by any health and safety rules and/or legislation in place from time to time and in any jurisdiction from within or into which Goods may be shipped and regulations promulgated there under. Additionally, Supplier shall ensure that it complies with all environmental and health and safety laws and regulations in force from time to time and shall indemnify the Buyer against any losses incurred by the Buyer in relation to breach by the Supplier of its obligations under this condition 5.5.

5.6 Each delivery of Goods shall include a complete set of instructions, in English, in both written and CD.ROM format for the installation, startup, operation and maintenance of all systems, equipment, machinery or components of the Goods and all warranty information in conformance with these Terms and Conditions.

6. TITLE AND RISK

6.1 All shipments originating or being delivered to destinations either within or outside the United Kingdom, shall be shipped in accordance with Incoterms 2010, Delivery Duty Paid (DDP) to the ship-to address designated in the Purchase Order, unless specified otherwise in the Purchase Order.

6.2 Risk of loss of all Goods shall remain with Supplier until delivered to the Destination, and Accepted by Buyer in accordance with these Terms and Conditions.

6.3 Title to the Goods shall pass to the Buyer on delivery of the Goods to the Destination (unless the Purchase Order provides that payment for the Goods shall take place before delivery of the Goods by the Supplier, in which case, title shall pass on payment of the Goods by the Buyer).

7. INSPECTION AND ACCEPTANCE

7.1 Buyer shall have a reasonable time (and, in any event, no less than 14 days) after delivery of all Goods or performance of all Services to inspect such Goods or Services, and shall further have the right to inspect all Goods during the period of manufacture, fabrication or assembly (and the Supplier hereby grants the Buyer access to the Supplier's premises of manufacture, fabrication or assembly in order for the Buyer to inspect the relevant Goods), and at all other times and to reject any or all Goods or Services which do not conform to the Purchase Order, these Terms and Conditions or the Contract Documents. Goods rejected and Goods supplied in excess of quantities specified herein (or specified in the Purchase Order) may be returned to Supplier at Supplier's expense, in addition to Buyer's other rights (whether under the Contract Documents or otherwise). Supplier shall pay or reimburse Buyer for all expenses for unpacking, examining, repacking and reshipping such excess Goods or rejected Goods (as the case may be). In the event defects or nonconformity in Goods are not readily apparent upon superficial examination, Buyer shall not be deemed to have waived such defect or non-conformity by Acceptance, payment or any other act or omission.

7.2 At Buyer's option, Supplier shall repair or replace all damaged, defective, or nonconforming Goods or, Buyer may, in addition to all other rights and remedies hereunder or available at law, obtain such Goods from other third party sources (and recover from the Supplier the costs incurred in respect of obtaining such replacement Goods), or cause the same to be repaired or replaced at Supplier's expense and recover from Supplier any excess costs, liability or expenses incurred by Buyer pursuant to this condition 7.

7.3 To the extent that any of the Goods require design services of any kind by Supplier, or any of its subcontractors, suppliers or vendors, Buyer shall have the right to review all progress prints, computer images, draft documents, working calculations, draft specifications or reports, drawings, specifications or other designed documents. To the extent that any of the foregoing are disapproved or rejected by Buyer, Supplier will not fabricate nor deliver any Goods until Buyer's objections to such designs, drawings or specifications shall have been resolved. Any review or approval of drawings and specifications by Supplier shall not constitute approval of any Goods, nor Acceptance of any Goods or Services.

8. CANCELLATION AND TERMINATION

8.1 Buyer reserves the right to partially or completely cancel the Purchase Order and/or these Terms and Conditions at any time in its sole discretion by written notice to Supplier. Supplier will immediately cease all procurement, production and shipment of Goods upon receipt of such written notice from the Buyer. Buyer shall be obligated to pay only the costs incurred by Supplier in respect of that Purchase Order which are attributable to the procurement, production and shipment



of materials completed prior to the date of cancellation. Buyer shall not be charged for cancellation charges, nor restocking charges, loss of profits, or any general sales or administrative expenses, unless otherwise specified in the Purchase Order. All materials and partially completed work for which Supplier receives payment shall become the sole property of Buyer and shall be held free of charge for a period of 60 days after payment of Supplier's invoice, pending receipt of Buyer's disposition instructions.

8.2 Buyer may also terminate these Terms and Conditions and/or any Purchase Order or other Contract Document, or any part thereof with immediate effect (on written notice to the Supplier) without liability to Buyer for cause in the event of any default by Supplier of its obligations under any Contract Documents or if Supplier fails to comply with the Purchase Order, these Terms and Conditions or the Contract Documents, including late or incomplete deliveries, delivery of defective Goods or Services, or failure to provide Buyer, upon request, reasonable assurances of future performance. In the event of termination by reason of default, Supplier shall be liable to Buyer for any and all damages sustained by Buyer.

9. INTELLECTUAL PROPERTY RIGHTS

Supplier shall defend and indemnify Buyer, any Customers, and any user of the Goods or Services from and against any and all costs, expenses, liability or damages suffered or incurred as a result of the actual or alleged infringement by the Supplier (in respect of the Goods or Services) of any third party intellectual property rights, including patent or patent applications, trademarks, copyrights, or other rights, or misappropriation of trade secrets or of confidential relationship or disclosure of Confidential Information (as defined below). Upon receipt of notice of a claim for which indemnity is due under this condition, Supplier shall provide Buyer written notice of its acceptance of its obligation to defend and indemnify such claims, and shall identify and designate solicitors to provide such defense, which shall be subject to Buyer's reasonable acceptance.

10. CONFIDENTIALITY

10.1 Supplier shall cause itself, and each of its employees, agents, and subcontractors to hold in confidence, any and all information contained in the Purchase Order and/or in any of the Contract Documents, together with all information obtained from Buyer or communicated to Supplier in connection with any Contract Documents whether before or after the acceptance of any Purchase Order and including all confidential information about the Buyer (including without limitation, confidential information in relation to its business, affairs, suppliers, plans, intentions, or market opportunities, its operations, processes, product information, know-how, technical information, designs, trade secrets or software), the Goods or Services, any Customer, any plans and specifications, all prices and financial information of any kind or character (all of which is referred to as the "Confidential Information"). Supplier shall not, and shall procure that its employees and subcontractors do not, disclose any Confidential Information to any other person or entity and use Confidential Information solely for the purpose of performing Supplier's (or such subcontractor's) obligations under the Purchase Order.

10.2 In the event of any actual or threatened breach by the Supplier of the provisions of these Terms and Conditions regarding Confidential Information, Buyer shall (in addition to any claim for damages) have the right to seek and obtain injunctive, equitable, or any other relief in a court of competent jurisdiction.

10.3 Supplier shall not release any advertising, public relations or press release mentioning Buyer, or any of the Goods or Services, nor quoting any statements by Buyer or any of Buyer's employees, without the prior written consent of Buyer.

11. WARRANTIES

11.1 Unless otherwise specified in the Purchase Order, Supplier shall ensure that for the greater of: (i) twenty four (24) months from the date of Acceptance or (ii) eighteen (18) months from First Use, all Goods or Services shall be free from defects in materials and workmanship; shall conform to all descriptions, specifications, drawings, and other requirements contained in any Contract Documents, including any performance descriptions, specifications, drawings or samples; and are new. Supplier warrants that all Goods or Services are merchantable, safe and appropriate for the purposes for which Goods or Services of that kind are customarily used. Supplier warrants that all Goods or Services are fit for the particular purposes reflected or described in the Contract Documents. Inspection, testing, acceptance or use of the Goods or Services shall not affect Supplier's obligation under this warranty, and all such warranties shall survive inspection, testing, acceptance and use. This warranty shall run in favour of Buyer, its successors, assigns, Customers and users of any products or services sold or furnished by Buyer. Promptly upon notification from Buyer (and in any event within ten (10) days of the Buyer serving such notification on the Supplier), Supplier agrees to replace, repair or correct defects in any Goods or Services not conforming to the foregoing warranty, and without expense to Buyer, any Customer or any other user of products or services sold by Buyer, including the cost of removal, transport and re-installation of any defective, repaired or replaced Goods or Services. If Supplier fails to correct such defects or replace nonconforming Goods or Services



promptly, Buyer may make such corrections or replace such Goods or Services and charge Supplier for the costs incurred by Buyer in doing so.

11.2 If Supplier is responsible for any part of the design of any of the Goods or Services, Supplier shall ensure that, for the same period of time, that all Goods or Services delivered under this Purchase Order are free of defects in design, meet all specified performance requirements of Buyer and are fit and sufficient for the purposes intended by Buyer.

11.3 Supplier warrants that all Goods and Services are sold and conveyed to Buyer free and clear of any charge, lien, claim or encumbrance of any kind or character, and that Supplier has full legal title to all Goods and Services, which are hereby conveyed to Buyer.

11.4 Supplier warrants that all subcontractors, suppliers, vendors, mechanics and/or materialmen which have performed or provided goods or services in connection with the Goods and Services have been paid in full. Supplier shall defend and indemnify Buyer from any and all liens, claims, or causes of action asserted by all or any of such persons or entities in respect of outstanding payments due from the Supplier. In the event that any subcontractor, supplier, vendor or mechanics or materialmen's lien asserts a claim of any kind against Buyer, Buyer shall have the right to offset and withhold the amount of such claim, together with a reasonable allowance for Buyer's legal fees and other expenses, against any amounts the Buyer owes the Supplier under any Contract Document until such claim has been released.

11.5 Buyer shall have the right to assign all or any part of the warranties and indemnities provided herein to any Customer. In the absence of express assignment, all of the warranties and indemnities contained herein shall inure to the benefit of, and be enforceable by, any Customer which acquires any of the Goods or Services, or any product which contains, incorporates or uses any of the Goods and Services.

12. BUYER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Buyer to the Supplier (Buyer Materials) and all rights in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer (which it shall do promptly on request by the Buyer), and not dispose or use the same other than in accordance with the Buyer's written instructions or authorization.

13. INDEMNITY

13.1 Supplier shall indemnify and defend Buyer, any Customers and any users of products purchased from Buyer which incorporate, contain, use or are based in any way upon any of the Goods and Services, from any and all claims, liabilities, losses, damages or expenses including legal fees resulting from injuries or deaths of persons (including Buyer's employees) or damage to property (including Buyer's property) resulting from, arising out of or in connection with the manufacture, delivery, transport, or use of the Goods or Services, or any defect therein.

13.2 If Supplier performs any work or provides any of the Services (including repairs or replacements under any applicable warranty) or make any deliveries on the premises of Buyer or other parties to whom Buyer is similarly obligated, Supplier agrees to defend, indemnify and hold harmless Buyer and all such other parties, from any and all claims, liabilities, losses, damages or expenses resulting from injuries to or deaths of persons (including Buyer's employees) or damages to property (including Buyer's and Customers' property) arising out of or in connection with the performance of such work, service or deliveries.

13.3 Supplier warrants and represents that no laws or regulations in any jurisdiction in which the Goods or Services have been identified as being provided to or within have been, or will be violated in the manufacture, sale, delivery, installation or operation of any of the Goods or Services and will defend and indemnify Buyer from any and all loss, expense or liability resulting from any such violation.

14. INSURANCE

The Supplier shall at all times maintain in force, with a reputable insurance company all relevant insurances including (without limitation) professional indemnity insurance, employers' liability insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract Documents, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy.



15. COMPLIANCE WITH LAW

15.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force and the Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract Documents.

15.2 Without limiting any part of condition 15.1, the Supplier agrees to abide by applicable import/export laws or other restrictions or conditions respecting the import, export, re-export or transfer of information, goods, equipment or services that are now in effect or are hereafter imposed by the U.S. government, UK government or other applicable jurisdictions including, but not limited to, (a) restrictions and import/export licensing requirements governing the import, export, re-export or transfer to other persons, entities or countries; (b) restrictions and import/export licensing requirements governing the import, export, or other transfer of foreign-developed information, goods, or equipment that are incorporated in the information, goods, or equipment subject to this Purchase Order; (c) any applicable restrictions on the import, export, re-export, acquisition, or transfer of the information, goods, equipment or services to or from countries (which include, but are not limited to, Iran, Syria, Sudan, Cuba and North Korea), entities and persons that are subject to sanctions, embargoes or other prohibitions imposed by the U.S., UK or other jurisdictions; and (d) applicable restrictions on the import, export or transfer of the direct product of technical data imposed by the U.S., UK or other jurisdictions. Supplier agrees that it is responsible for the strict compliance by each member of its Group with import/export laws. It is Supplier's duty to verify in advance if any import, export or transfer is prohibited, restricted or subject to a permit or licensing requirement under the import/export laws of the U.S., UK or other jurisdictions. Supplier shall be solely responsible for obtaining any necessary import/export permit, license or authorization required in connection with or with respect to its Goods or Services under these Terms and Conditions for imports, exports or transfers made by Supplier or members of its Group. Supplier shall immediately notify Buyer if an import/export permit, license or other authorization is required in connection with this Purchase Order.

15.3 Without limiting any part of condition 15.1, the Supplier shall:

- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- comply with the Buyer's ethics, anti-bribery and anti-corruption policies (as the Buyer may update them from time to time) (**Relevant Policies**);
- have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;
- promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of these Terms and Conditions; and
- immediately notify the Buyer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no current foreign public officials as direct or indirect owners, officers or employees.

15.4 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with any Contract Document does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 15 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

15.5 Breach of this condition 15 shall be deemed a material breach of these Terms and Conditions.



15.6 For the purpose of this condition 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 15 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

15.7 The Supplier shall, and shall cause each of its subcontractors, vendors or suppliers, and the agents and employees of each of them, to comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. ss 78 DD-1 & 2, as amended) (**FCPA**) and the Corruption of Foreign Public Officials Act (Canada) (**CFPO**). The Supplier shall not take any action that could result in the Buyer or any of its Customers becoming subject to any action, penalty or loss of benefits under the FCPA or CFPO. The Supplier shall not make direct or indirect payments of a corrupt nature to employees, agents or public employees of a government or candidates or active members of political parties in order to obtain or maintain business.

15.8 The Supplier shall, and shall cause each of its subcontractors, vendors or suppliers, and the agents and employees of each of them, to comply with all requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (including, without limitation, s. 1502), and the Buyer's policy statements on conflict minerals, which may be accessed at powellind.com and is incorporated herein by reference for all purposes.

15.9 Human Rights Obligations: Supplier shall, and shall cause its subcontractors, to conduct its and their business in respect of individuals and their human rights. Supplier shall and shall cause its subcontractors to comply with all Laws and applicable principles pertaining to human rights, including the United Nations (UN) Universal Declaration of Human Rights, and the UN Guiding Principles on Business and Human Rights, the International Labor Organization's Fundamental Conventions, the US Victims of Trafficking and Violence Protection Act, US Forced Labor prohibitions, the UK Modern Slavery Act, and the California Transparency in Supply Chains Act.

Supplier shall not engage and shall ensure that its subcontractors shall not engage in slavery, indentured servitude, forced labor or human trafficking of any kind. People doing work for Supplier, including its subcontractors, either directly or indirectly, must do so voluntarily and without coercion.

Supplier shall not and shall ensure that its subcontractors shall not impose unreasonable restrictions on workers' rights to leave work or terminate employment.

Supplier shall not and shall ensure that its subcontractors shall not engage in harsh or inhumane treatment against any individuals and must comply with all Laws and the treatment of workers.

Supplier shall and shall ensure that its subcontractors shall not engage in child labor and unfair wage payments or failure to pay wages earned. Supplier shall ensure that its subcontractors and suppliers comply with these provisions.

16. DATA PROTECTION

In this clause 16, references to controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures shall have the meaning as set out in the Data Protection Legislation in force at the time.

This clause 16 sets out the framework for the sharing of personal data between the Supplier and Buyer as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

The Supplier and the Buyer shall each comply with all obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate a Purchase Order and/or these Terms and Conditions with immediate effect.

Both the Supplier and the Buyer shall:

ensure that they have all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to



the Permitted Recipients for the Agreed Purposes;
give full information to any data subject whose personal data may be processed under these Terms and Conditions of the nature of such processing. This includes giving notice that, on the termination of these Terms and Conditions, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
process the Shared Personal Data only for the Agreed Purposes;
not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms and Conditions;
ensure that they have in place appropriate technical and organisational measures, reviewed and approved by the other party (if reasonably requested), to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
save that the Buyer may make transfers to its Group located outside of the European Economic Area (**EEA**) on the terms of this clause 16, not transfer any personal data received from the Data Discloser outside the EEA unless that party:
(a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
(b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
The Supplier and the Buyer shall each assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, the Supplier and the Buyer shall:

consult with each other about any notices given to data subjects in relation to the Shared Personal Data;
promptly inform each other about the receipt of any data subject access request;
provide each other with reasonable assistance in complying with any data subject access request;
not disclose or release any Shared Personal Data in response to a data subject access request without first consulting each other wherever possible;
assist each other in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
notify each other without undue delay on becoming aware of any breach of the Data Protection Legislation;
at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
maintain complete and accurate records and information to demonstrate its compliance with this clause 16; and
provide each other with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach and the regular review of each party's compliance with the Data Protection Legislation.
The Supplier shall indemnify the Buyer 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 the Buyer arising out of or in connection with the breach of the Data Protection Legislation by the Supplier, its employees or agents, provided that the Buyer gives to the Supplier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
The Buyer shall indemnify the Supplier 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 the Supplier arising out of or in connection with the breach of the Data Protection Legislation by the Buyer, its employees or agents, provided that the Supplier gives to the Buyer prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

17. ASSIGNMENT

Neither these Terms and Conditions nor any of Supplier's obligations herein, nor any provisions contained in any Purchase Order or any other Contract Documents are assignable by the Supplier to any other person or entity without Buyer's written consent. Buyer shall have the right to assign all or any part of these Terms and Conditions, any Purchase Order or any other Contract Documents to any other person or entity.



18. INSOLVENCY AND BANKRUPTCY

If Supplier becomes insolvent, or makes an arrangement with its creditors, or has a receiver or administrator appointed for any of its assets, or commences dissolution or liquidation or winding up (or any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events), Buyer may without prejudice to any of its other rights, terminate the Purchase Order by notice to Supplier which shall be treated as a termination for cause as a result of Supplier's default.

19. ENTIRE AGREEMENT

19.1 The Purchase Order, together with these Terms and Conditions and all of the Contract Documents, contain the entire agreement between Supplier and Buyer and supersede all prior communications, representations and agreements, whether oral or written, including inquiries, quotations or other communications (unless expressly incorporated into the Purchase Order), all of which shall be deemed to be merged into the Purchase Order. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

19.2 Where there is any conflict between the Purchase Order, these Terms and Conditions and any other Contract Documents then the following order of priority shall apply:

- the Purchase Order;
- these Terms and Conditions; and
- any other Contract Documents.

20. APPLICABLE LAW

The Contract Documents, and any dispute or claim arising out of or in connection with their or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract Documents or their subject matter or formation (including non-contractual disputes or claims).

21. NOTICES

21.1 Any notice or other communication given to a party under or in connection with the Contract Documents 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 condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 21.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 Notices under these Terms and Conditions are not valid if sent by fax or e-mail.

21.4 The provisions of this condition 21 shall not apply to the service of any proceedings or other documents in any legal action.

22. THIRD PARTY RIGHTS

Except as expressly stated otherwise (including, without limitation, the Customer for the purposes of conditions 9, 11 and 13.1) no one other than the Buyer and the Supplier and their permitted assignees shall have any right to enforce any of its terms.

23. VARIATION



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

24. WAIVER

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

25. NO PARTNERSHIP

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

26. SEVERANCE

If any provision or part-provision of any Contract Document 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 condition shall not affect the validity and enforceability of the rest of any Contract Document.

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*Standard PO Terms and Conditions – UK
04/2020 v3*

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