

General Standard Terms of Purchase

1. Definitions

- 1.1 "**the Company**" means PORTMAN HEALTHCARE LTD entity which appears in the Contract;
- 1.2 "**Conditions**" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Company;
- 1.3 "**the Contract**" means the Order, the Supplier's acceptance of the Order and the Conditions;
- 1.4 "**Goods**" means any goods which the Company agrees to purchase from the Supplier (including any part or parts of them) on these Conditions;
- 1.5 "**Order**" means the Company's written instructions, incorporating these Conditions, to supply the Goods and/or Services;
- 1.6 "**Supplier**" means the person, firm or company who accepts the Company's Order;
- 1.7 "**Services**" means any services which the Company agrees to purchase from the Supplier on these Conditions.

2. Agreement

- 2.1 These Conditions are the conditions upon which the Company is prepared to deal with the Supplier. They shall NOT apply where the Supplier has entered into a separate written agreement with the Company. Where they apply, they shall govern the Contract to the entire exclusion of all other terms or conditions.
- 2.2 Each Order shall be deemed to be an offer by the Company to purchase Goods or Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 No variation to these Conditions shall have effect unless expressly agreed in writing and signed by the Company.

3. Supply of Goods

- 3.1 The Company's rights under these Conditions are in addition to the statutory conditions implied by the Sale of Goods Act 1979.

- 3.2 At any time before acceptance of delivery of Goods, the Company shall have the right to inspect and test the Goods. If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform to the Order or to any specifications and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

- 3.3 The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking), when ownership of the Goods shall pass to the Company.

4. Supply of Services

- 4.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Company in accordance with the terms of the Contract.

- 4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Company.

- 4.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
- (d) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (e) observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises; and
- (f) hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier (Company Materials) in safe custody at its own risk, maintain the Company Materials in good

condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions or authorisation.

5. Order, Delivery and Invoice

- 5.1 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall be within 28 days of the Order. Time for delivery shall be of the essence.
- 5.2 The Supplier shall invoice the Company upon despatch of the Goods to the Company or satisfactory completion and acceptance of the delivery of the Services by the Company.
- 5.3 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note showing, inter alia, the Supplier's reference, the Company's purchase order number, date of order, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.
- 5.4 If the Supplier requires the Company to return any packaging material, that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material will only be returned at the Supplier's cost.
- 5.5 Where the Company agrees in writing to accept delivery of the Order by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 5.6 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

6. Price and payment

- 6.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Company shall be inclusive of value added tax and of all other charges. No variation in the price nor extra charges will be accepted by the Company. The Supplier must include a valid purchase order number or reference on all invoices. The Company will not pay invoices which do not contain a valid purchase order number or reference.
- 6.2 The Company will pay undisputed invoices within 30 days of date of invoice. The Company will notify the Supplier in writing of any disputed invoice.

- 6.3 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time by the Supplier to the Company against any amount payable by the Company to the Supplier under any contract.

7. Termination

- 7.1 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately if: (a) the Supplier commits a breach of any of the terms and conditions of the Contract; (b) any distress, execution or other process is levied upon any of the assets of the Supplier; (c) the Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Supplier's undertaking or assets; (d) the Supplier ceases or threatens to cease to carry on its business; or (e) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 7.2 Termination of the Contract, however arising, will be without prejudice to the rights and duties of the Company which have accrued before termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

8. Remedies

Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by the Company: (a) to rescind the Order in whole or in part; (b) to reject the Goods in whole or in part and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier; (c) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or Services or to

supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; (d) to refuse to accept any further deliveries of the Goods or Services but without any liability to the Supplier; (e) to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; f) to recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods or Services in substitution from another Supplier; and (g) to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's breaches of Contract.

9. Confidentiality

9.1 A party (receiving party) shall keep in strict confidence the existence and terms of the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.2 This clause 9 shall survive termination of the Contract.

10. Insurance and audit

10.1 For the duration of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Company'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.

10.2 For a period of seven years from completion, termination or expiry of the Contract, the Supplier shall maintain full and accurate records of all charges,

prices, costs and expenses associated with and invoiced in respect of the Order.

11. Data Protection

11.1 The Supplier shall, in performing its obligations under the Contract, comply in all respects with the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

11.2 Where the Supplier acts as data processor under the Contract it shall:

11.2.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the personal data and against actual loss or destruction of, or damage to, personal data;

11.2.2 process personal data only in accordance with the Contract, PORTMAN HEALTHCARE LTD's instructions and having regard to the provisions of the General Data Protection Regulation; and

11.2.3 not disclose the personal data to any third party or transfer the personal data outside the EEA without the Company's prior written consent.

12. Responsible Business

The Supplier shall:

12.1 ensure that it respects and promotes the rights set out in the International Labour Organisation's International Labour Standards and the provisions of the United Nations' Universal Declaration of Human Rights in respect of both its personnel and its suppliers;

12.2 not, whether as employer or provider when fulfilling the Order, engage in any act or omission that would contravene any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales or in any other territory in which the Supplier fulfils the order or operates from time to time, including the Equality Act 2010, the Human Rights Act 1998, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034);

12.3 demonstrate environmental responsibility and comply in all material respects with applicable environmental

laws and regulations in force from time to time in relation to satisfying the Order;

- 12.4 maintain a document (or documents) setting out its policy on corporate social responsibility ("CSR Policy") and on the request of the Company disclose a copy of the CSR Policy to the Company and demonstrate to the Company the impact and effectiveness of the CSR Policy;
- 12.5 comply with the Company's Code of Conduct for suppliers, as published from time to time; and
- 12.6 impose on all its sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by this Clause 12.

13. Anti-bribery

The Supplier shall comply in all respects with all applicable domestic and international laws, standards and principles relating to anti-bribery or anti-corruption. No form of bribery, including improper offers or payments to or from any consultant, adviser or other agent of the Company will be tolerated. The Supplier must: **(i)** comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010; **(ii)** have and maintain in place throughout the term of the Contract its own policies and procedures designed to ensure compliance with anti-bribery and anti-corruption laws, as appropriate; and **(iii)** promptly report to the Company any request or demand for any undue financial or other advantage of any kind made or received by the Supplier in connection with the performance of the Contract.

14. Assignment

The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company. The Company may assign the Contract or any part of it to any person, firm or company.

15. Force Majeure

Neither party shall be liable for any failure or delay in its performance under these Conditions due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars (whether declared or not), terrorism, sabotage, third party industrial disputes and governments' actions, which are beyond its reasonable control, provided that the delayed party: (i) gives the other party written notice of the cause promptly, and in any event within fourteen (14) days of its discovery;

and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Clause 12 shall be extended for a period equal to the duration of the cause.

16. General

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 If any provision of the Contract is found to be wholly or partly invalid or unenforceable it shall, to the extent of such invalidity, or, unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.4 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.