RODWELL ENGINEERING GROUP LIMITED

Standard Conditions of Purchase

Registered office / principal trading address for contract use: Chester Hall Lane, Pipps Hill Industrial Estate, Basildon, Essex, SS14 3DQ, United Kingdom

Contents

PART A - STANDARD CONDITIONS OF PURCHASE

1. Definitions and interpretation

In these Conditions, the following definitions apply unless the context otherwise requires.

"the Company" means Rodwell Engineering Group Limited (company number 00502926), a company registered in England and Wales, including, where applicable, its trading divisions Rodwell Powell and The Rodwell Autoclave Company.

"Supplier" means the person, firm, company or organisation supplying goods, materials, components, tooling, services, subcontract operations, software, certification, calibration, testing, design support or other deliverables to the Company.

"Contract" means the contract formed between the Company and the Supplier, incorporating these Conditions, the Company's purchase order, any specification, applicable addendum, schedule or agreed written variation.

"Goods" means goods, materials, components, parts, tooling, software-enabled products, documentation, certificates, deliverables and other items supplied by the Supplier under the Contract.

"Services" means subcontract operations, machining, processing, testing, inspection, calibration, validation, certification, design support, software support, technical support and other services supplied by the Supplier under the Contract.

"Specification" means the Company's purchase order, drawings, revision levels, technical requirements, quality requirements, customer flow-downs, standards, acceptance criteria, documentation requirements and other requirements expressly stated by the Company.

Headings do not affect interpretation. References to legislation include legislation as amended, replaced or re-enacted. References to writing include email unless a signed document is expressly required.

2. Application and precedence

These Conditions apply to every purchase by the Company from the Supplier except to the extent expressly varied in writing and signed by an authorised director of the Company.

The Supplier's terms are excluded unless expressly accepted in writing and signed by an authorised director of the Company.

If there is any inconsistency, the following order of precedence applies: (a) a written variation signed by an authorised director of the Company; (b) the Company's purchase order; (c) any Specification or customer flow-down expressly identified by the Company; (d) any applicable purchasing addendum; (e) these Conditions; and (f) any schedule or operational document referred to in these Conditions, unless expressly stated otherwise.

3. Purchase order acceptance and battle of forms

The Company shall be bound only by purchase orders issued on behalf of the Company by authorised personnel or through an approved purchasing process.

The Supplier accepts the Company's purchase order and these Conditions by written acknowledgement, commencing work, supplying Goods or Services, delivering Goods, issuing an invoice, or otherwise acting in accordance with the purchase order.

Any counter-offer, supplier quotation, acknowledgement, delivery note, invoice, portal term, website term, standard term or document purporting to impose Supplier terms is rejected unless expressly accepted in writing and signed by an authorised director of the Company.

No receipt of Goods, inspection, payment, portal use, correspondence, or failure to object shall constitute acceptance of Supplier terms.

If the Supplier insists that its terms apply, the Company may cancel the purchase order, suspend performance, reject Goods or Services, or require written agreement before proceeding.

4. Price, invoices, set-off and payment

Prices are fixed and inclusive of all costs necessary to supply the Goods or Services, including packaging, carriage, delivery, insurance, documentation, certification, testing, materials, labour, overheads and expenses, unless the Company expressly agrees otherwise in writing.

VAT shall be charged only where properly applicable and shown on a valid VAT invoice.

The Supplier may invoice only after complete delivery of conforming Goods or complete performance of Services, unless the Company agrees otherwise in writing.

Invoices must quote the correct Company purchase order number, line item, part number, revision, delivery note, quantity, price and any required supporting documentation. Invalid, disputed or incomplete invoices may be rejected or returned for correction.

Unless otherwise agreed in writing, payment terms are 60 days from the end of the month in which a valid, undisputed invoice is received by the Company, unless a shorter period is required by law, a public-sector contract, an applicable flow-down obligation, or a binding Prompt Payment Code commitment accepted by the Company.

The Company may set off any amount owed by the Supplier to the Company against any amount payable by the Company to the Supplier.

5. Delivery, title, risk and documentation

Time for delivery and performance is of the essence unless the Company agrees otherwise in writing. The Supplier shall notify the Company immediately of any actual or anticipated delay.

Goods shall be delivered to the address and on the date specified in the purchase order. Early, late, partial or excess deliveries require the Company's prior written consent.

Risk in Goods remains with the Supplier until Goods are delivered, offloaded where required, received by an authorised representative of the Company, and accepted after inspection. Title passes to the Company on delivery or payment, whichever occurs earlier, without prejudice to the Company's right to reject.

Goods shall not be accepted unless accompanied by the documentation required by the purchase order, including purchase order number, part number, revision number, quantity, certificate of conformity and other required documents.

The Supplier is responsible for proper packaging, preservation, identification, traceability, transport and protection of Goods.

6. Supplier quality and warranty

The Supplier warrants that Goods and Services shall conform to the Company's purchase order, Specification, drawings, revision levels, quality requirements, applicable laws, applicable standards and agreed customer flow-down requirements.

Goods shall be new, of good quality, genuine, unused, free from defects, free from liens, fit for the stated purpose, and supplied with all agreed documentation, certificates, material certificates, process certificates and traceability records.

The Supplier shall inspect Goods before delivery and shall not deliver non-conforming Goods without the Company's prior written approval.

The Supplier shall perform Services with all reasonable skill and care, using competent personnel, suitable equipment, proper methods and applicable industry good practice.

Any warranty period stated in the purchase order or Specification applies in addition to the Company's statutory and common law rights.

7. Remedies for delay, defect or non-conformance

If Goods or Services are late, defective, non-conforming, incomplete, incorrectly documented, unsafe, counterfeit, unauthorised, or otherwise in breach of Contract, the Company may reject them, require repair or replacement, require repeat performance, buy elsewhere, recover additional costs, suspend payment, terminate the Contract and claim damages.

Rejected Goods may be returned at the Supplier's risk and expense or held pending Supplier instructions. The Company shall not be liable for storage, deterioration or loss of rejected Goods except to the extent caused by the Company's negligence.

The Company's rights and remedies are cumulative and apply whether or not Goods or Services have been inspected, accepted, paid for, used or incorporated.

8. Company property, tooling, free issue materials and intellectual property

All tooling, jigs, fixtures, gauges, drawings, specifications, software, data, free issue material, customer property and equipment supplied by or on behalf of the Company remain the property of the Company or its customer.

The Supplier shall keep such property safe, identifiable, insured, protected, confidential and used only for the Company's purchase order. The Supplier shall not copy, use, disclose, dispose of, charge or transfer such property without the Company's prior written consent.

The Supplier shall return Company property promptly on request or on completion of the Contract.

All intellectual property rights in deliverables created specifically for the Company under the Contract vest in or are assigned to the Company unless expressly agreed otherwise in writing.

The Supplier warrants that the supply, use and receipt of Goods, Services and deliverables shall not infringe third-party intellectual property rights.

9. Data protection, cybersecurity and confidential information

Each party shall comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018, in respect of personal data processed under or in connection with the Contract.

Where the Supplier processes personal data on behalf of the Company, the Supplier shall act only on the Company's documented instructions, maintain confidentiality, apply appropriate technical and organisational measures, assist with data subject rights and security obligations, notify personal data breaches without undue delay, control sub-processors, and delete or return personal data at the end of processing unless legally required to retain it.

The Supplier shall maintain reasonable cybersecurity controls appropriate to the Goods, Services, data and systems involved, including access control, password management, malware protection, secure transmission, incident management and protection against unauthorised access.

Each party shall keep confidential all technical, commercial, financial, operational and other confidential information received from the other party and shall use it only for the purposes of the Contract.

10. Regulatory compliance, safety and ethics

The Supplier shall comply with all laws, regulations, standards and codes applicable to its performance of the Contract and shall obtain and maintain all licences, approvals, authorisations, certificates and permissions required.

The Supplier shall not do or omit anything that may cause the Company to breach product safety, pressure equipment safety, aerospace conformity, customer-approved requirements, export control, sanctions, regulatory, quality or statutory obligations.

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and shall maintain proportionate procedures designed to prevent bribery and corruption.

The Supplier warrants that it is not a sanctioned person, is not owned or controlled by a sanctioned person, and shall not cause the Company to breach UK, UN, US, EU or other applicable sanctions or export control laws.

The Supplier shall comply with applicable modern slavery, human trafficking, forced labour and child labour laws and shall maintain adequate procedures to ensure that slavery, forced labour and human trafficking are not present in its business or supply chain. The Supplier shall flow this requirement down to its own suppliers where relevant.

The Supplier shall conduct its business honestly, ethically and lawfully, and shall ensure that persons under its control understand the importance of ethical behaviour, product safety, product conformity and accurate documentation.

The Supplier shall not engage in fraud, bribery, corruption, false certification, falsification of records, deliberate concealment of non-conformance, counterfeit supply, unauthorised substitution, exploitation, harassment, discrimination, forced labour, unsafe working practices or conduct likely to damage the Company’s reputation, legal compliance or customer relationships.

The Supplier shall maintain accurate records and certificates, shall promptly disclose errors, suspected non-conformance, safety concerns and ethical concerns affecting the Contract, and shall not knowingly withhold information that may affect product conformity, pressure equipment safety, aerospace conformity, regulatory compliance or customer flow-down obligations.

The Supplier shall flow down equivalent ethical conduct expectations to its own sub-tier suppliers and shall ensure that workers and representatives involved in the Contract are treated lawfully, fairly and respectfully.

A breach of this ethical conduct obligation is a material breach where the breach may affect safety, legality, product conformity, customer confidence, regulatory compliance, human rights or the Company’s reputation.

11. Aerospace supplier requirements

Where the purchase order relates to aerospace, defence, safety-critical or customer-flow-down work, the Supplier shall comply with applicable AS9100-style supplier controls, product safety requirements, FOD prevention, counterfeit prevention, change control, right of access, record retention, special process controls and customer/regulatory flow-down requirements.

NADCAP approval is required only where specified by the purchase order, customer flow-down, approved source requirement, or applicable special process requirement. No wording in these Conditions states or implies that Rodwell Powell or the Company is NADCAP accredited.

The Supplier shall use only customer-designated, approved or qualified sources where required and shall flow down applicable requirements to sub-tier suppliers.

12. Autoclave and pressure equipment supplier requirements

Where the purchase order relates to autoclaves, pressure equipment, pressure parts, safety-critical components, controls, calibration, validation, installation or service, the Supplier shall comply with applicable pressure equipment, product safety, calibration, documentation, traceability and competence requirements.

The Supplier shall notify the Company immediately of any issue that may affect pressure safety, product safety, conformity marking, technical documentation, calibration status, validation status, electrical safety, software integrity, cybersecurity or safe operation.

13. Counterfeit, obsolescence, REACH/RoHS and materials

The Supplier shall not supply counterfeit, suspect, misrepresented, unauthorised, salvaged, reclaimed or falsely marked parts or materials.

The Supplier shall maintain traceability to original manufacturer, mill, heat, batch, lot or authorised distributor as applicable and shall provide evidence on request.

The Supplier shall notify the Company promptly of obsolescence, risk of obsolescence, REACH/RoHS issue, hazardous substance issue, material substitution, process change, source change, manufacturing location change or external provider change.

14. Right of access, records and subcontracting

The Supplier shall allow the Company, the Company's customers and regulatory authorities reasonable access to premises, records, processes, products, personnel and sub-tier suppliers relevant to the purchase order.

Records relating to aerospace or safety-critical work shall be retained for 15 years unless a longer period is required by customer flow-down or law. Other records shall be retained for at least 10 years unless otherwise agreed.

The Supplier shall not subcontract, assign or transfer any material obligation without the Company's prior written consent. Where subcontracting is approved, the Supplier shall flow down all applicable requirements and remains fully responsible for sub-tier performance.

15. Supplier indemnity, liability and insurance

The Supplier shall indemnify the Company against losses, claims, costs, damages, liabilities and expenses arising from defective goods, defective services, non-conformance, late delivery, breach of Specification, breach of law, IP infringement, product safety issue, regulatory breach, recall, customer claim, personal injury, property damage, counterfeit parts, unauthorised substitution, or Supplier/sub-tier negligence or breach, to the extent caused by the Supplier or its sub-tier suppliers. The Company shall take reasonable steps to mitigate losses recoverable under this indemnity, provided that nothing requires the Company to compromise product safety, pressure equipment safety, aerospace conformity, legal compliance, customer-approved requirements, regulatory obligations, sanctions compliance or export-control compliance.

Unless otherwise agreed in writing, the Supplier's ordinary contractual liability may be capped at the greater of the relevant purchase order value, GBP 100,000 for safety-critical/aerospace/pressure-equipment supply, or the amount recoverable under the Supplier's applicable insurance. The cap shall not apply to fraud, wilful misconduct, IP infringement, confidentiality breach, data breach, counterfeit parts, sanctions/export control breach, deliberate regulatory breach, death or personal injury, or liability that cannot lawfully be limited. Where a Supplier reasonably considers a cap or indemnity uninsurable or disproportionate, it must raise this before accepting the purchase order so that the Company can assess price, source approval, customer flow-down and risk allocation.

The Supplier shall maintain adequate insurance with reputable insurers, including public liability and product liability insurance of not less than GBP 5,000,000 per claim unless otherwise agreed, and shall provide evidence on request.

16. Force majeure

Neither party shall be liable for delay or failure to perform to the extent caused by events beyond its reasonable control and which could not reasonably have been avoided or overcome.

Force majeure does not include lack of funds, ordinary price increases, avoidable labour shortage, poor planning, avoidable stock shortage, or ordinary supplier failure unless the affected party could not reasonably have avoided or mitigated it.

The affected party shall notify the other promptly, mitigate the effect of the event, keep the other informed, and resume performance as soon as reasonably practicable.

If force majeure continues for more than 30 days and affects the Supplier's performance, the Company may cancel the affected purchase order without liability except for conforming Goods or Services accepted before cancellation.

17. Termination

The Company may terminate or suspend a Contract immediately by written notice if the Supplier commits a material breach, fails to deliver on time, supplies defective or non-conforming Goods or Services, becomes insolvent, ceases or threatens to cease trading, fails to provide required information or access, breaches confidentiality, breaches safety or compliance obligations, or the Company reasonably considers continued performance unsafe, unlawful or commercially impracticable due to the Supplier's default.

Termination does not affect accrued rights, payment obligations, confidentiality, IP, liability limits, warranties, indemnities, governing law, jurisdiction, or any clause intended to survive termination.

18. Entire agreement and no reliance

The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, quotations, discussions, representations, assurances, warranties, statements, brochures, website content, technical literature, correspondence and negotiations relating to its subject matter.

Each party acknowledges that it has not relied on any statement, representation, assurance or warranty not expressly set out in the Contract.

Nothing in this clause excludes or limits liability for fraud or fraudulent misrepresentation.

19. General provisions

No variation is effective unless in writing and signed by an authorised director of the Company.

No failure or delay by the Company in exercising any right or remedy shall constitute a waiver. A waiver is effective only if given in writing and applies only to the circumstances for which it is given.

If any provision is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If modification is not possible, it shall be deemed deleted and the remainder shall continue in force.

The Supplier may not assign, transfer, charge, subcontract or deal with its rights or obligations without the Company's prior written consent.

Notices must be in writing. Formal legal notices must be sent to the registered office, principal trading address, or any specific legal/contracts email address notified in writing for formal notices. Routine commercial, technical, delivery and project communications may be sent to the parties' normal commercial contacts, but such routine communication shall not constitute formal legal notice unless expressly stated and sent to an approved formal notice address.

20. Governing law and jurisdiction

The Contract and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by English law.

The courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with the Contract, including non-contractual disputes or claims, except that the Company may take enforcement action in any jurisdiction where assets, Goods, equipment or debt recovery targets are located after obtaining or seeking appropriate relief.

The parties agree that the choice of English law is intended to survive and apply to the substantive dispute even where enforcement, interim relief, asset recovery or protective proceedings are pursued outside England and Wales, so far as the relevant foreign court will permit.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

PART B - SUPPLIER SCHEDULES AND IMPLEMENTATION WORDING

Schedule 1 - Supplier Data Processing Schedule

This schedule applies where the Supplier processes personal data for or on behalf of the Company. It should be replaced by a specific data processing agreement where the Supplier processes substantial, sensitive or high-risk personal data.

The Supplier shall process personal data only on documented instructions from the Company, ensure confidentiality, implement appropriate technical and organisational measures, control sub-processors, notify breaches without undue delay, assist with compliance obligations, and delete or return personal data when processing ends unless retention is legally required.

Item	Position
Subject matter	Supply of goods, services, subcontract operations, support, delivery, quality, audit and contract administration.
Personal data	Business contact details, staff names, signatures, audit records, delivery records, access logs and communications.
Data subjects	Company staff, Supplier staff, customer representatives, auditors, engineers, delivery contacts and site contacts.
Security	Appropriate access control, confidentiality, malware protection, secure storage, incident management and controlled deletion.
Sub-processors	Permitted only where appropriate contractual safeguards are in place and the Supplier remains responsible.

Schedule 2 - Purchase Order Boilerplate

This purchase order is issued subject to Rodwell Engineering Group Limited Standard Conditions of Purchase. The Supplier’s terms and conditions are excluded unless expressly accepted in writing and signed by an authorised director of Rodwell Engineering Group Limited. Commencement of work, delivery of goods, performance of services or issue of an invoice constitutes acceptance of those Conditions.

Schedule 3 - Supplier Battle of Forms Implementation Checklist

- Every quotation, order acknowledgement, service quotation, sales confirmation, purchase order and relevant invoice must refer clearly to the applicable Terms and state where a copy can be obtained.
- Website availability or email footer wording alone is not sufficient; the reference should appear on the face of the commercial document issued before contract formation.
- Staff must not begin work, deliver Goods, attend site or accept portal orders where customer/supplier terms are stated to prevail unless the conflict has been reviewed and expressly accepted by an authorised director.
- Portal use must be treated as administrative only and any portal terms should be expressly rejected in the quotation or order acknowledgement.
- If a customer or supplier sends a later document containing conflicting terms, the Company should issue a written objection or acknowledgement restating that only the Company Terms apply before performance continues.

Document/process	Required action
Company purchase order	State that the purchase order is subject to Rodwell Engineering Group Limited Standard Conditions of Purchase and provide a link/copy where practicable.
Supplier quotation	Check for supplier terms, limitations, price escalation, retention of title, warranty exclusions and conflict with Company requirements before order placement.
Supplier acknowledgement	If the Supplier acknowledges on its own terms, issue a written objection/restatement of the Company Conditions before work continues.
Delivery note / invoice	Do not allow supplier delivery notes or invoices to introduce new terms; process as administration only.
Supplier portal / e-sourcing system	Treat portal use as administrative only; reject portal terms unless expressly accepted by an authorised director.
Subcontract/service instruction	Flow down applicable quality, customer, aerospace, pressure equipment, data and safety requirements.
Email templates	Use standard purchasing wording and avoid accepting supplier terms by email.

Schedule 4 - Supplier Contract Review Triggers

Trigger	Action
Supplier refuses Company purchasing terms	Purchasing/legal review required before order placement or continued performance.
Supplier cap is below PO value, GBP 100,000 floor or customer flow-down exposure	Director/legal review required; assess insurance, alternative source and price impact.
Safety-critical, aerospace or pressure-equipment supply	Confirm competence, approvals, insurance, traceability, records, right of access and flow-down requirements.
Special processes / NADCAP / approved source requirement	Confirm customer-approved source/NADCAP requirement applies only where specified; verify supplier approval evidence.
Export-controlled, defence, dual-use, ITAR/EAR or sanctions-sensitive work	Technical/legal/export-control review required before order acceptance and disclosure of data.
Supplier proposes subcontracting or change of source/location/process	Written approval required; flow-down and traceability checks required.
Connected systems, software, data access or remote support	Confirm data protection, cybersecurity, access control and sub-processor position.
Obsolescence, material substitution or counterfeit risk	Quality/technical review required before acceptance.
Public-sector/customer flow-down terms affect supplier payment or obligations	Commercial/legal review required to align payment, reporting and compliance obligations.