

## TERMS AND CONDITIONS OF PURCHASE

Goods and Services Bought by Tapflo UK Ltd

Rev.1- 2026

### 1. Application

1.1 These Terms and Conditions shall apply to the purchase of goods and or services ("Supplies") by Tapflo UK Ltd, a company registered in the United Kingdom under number 3380971 whose registered office is at Sutherland House, 1759 London Road, Leigh-on-Sea, Essex, SS9 2RZ ("Buyer") from the party supplying the Supplies ("Supplier").

1.2 These Terms and Conditions shall apply to and be incorporated into every purchase order, framework agreement, call-off order, or contract issued by the Buyer ("Purchase Order").

1.3 These Terms and Conditions shall take precedence over and shall exclude any terms and conditions proposed, referred to, or relied upon by the Supplier, whether in quotations, order acknowledgements, invoices, delivery notes, standard terms, or any other documents.

1.4 Performance of any part of a Purchase Order by the Supplier shall constitute acceptance of these Terms and Conditions.

### 2. Interpretation

2.1 "Business Day" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.

2.2 "Normal Working Hours" means 08.30 to 17.00 on a Business Day.

2.3 Headings are for convenience only and shall not affect interpretation.

2.4 Words in the singular shall include the plural and vice versa.

### 3. Formation of Contract

3.1 A binding contract shall only be formed when the Supplier provides written acknowledgement and acceptance of the Buyer's Purchase Order.

3.2 No variation to a Purchase Order or these Terms and Conditions shall be binding unless agreed in writing and signed by an authorised representative of the Buyer.

3.3 Any quotation or proposal issued by the Supplier shall be deemed an invitation to treat and shall not constitute an offer capable of acceptance by the Buyer.

### 4. Scope of Supply

4.1 The Supplier shall provide the Supplies strictly in accordance with the specification, drawings, descriptions, standards, quantities, and delivery requirements set out in the Purchase Order or otherwise agreed in writing.

4.2 The Supplier warrants that the Supplies shall (a) conform in all respects with the Purchase Order, (b) be of satisfactory quality and fit for their intended purpose, (c) comply with all applicable laws, regulations, standards, and codes of practice, and (d) be free from defects in design, materials, and workmanship.

4.3 The Supplier shall not substitute materials, components, processes, or sources of supply without the prior written consent of the Buyer.

### 5. Price and Charges

5.1 The price stated in the Purchase Order shall be fixed and inclusive of all costs, including but not limited to packaging, transport, insurance, customs duties, levies, and taxes, unless expressly stated otherwise in writing.

5.2 The Supplier shall not increase the price without the prior written agreement of the Buyer.

5.3 No additional charges shall be payable unless expressly authorised in writing by the Buyer.

### 6. Prepayments and Refundable Prepayment Status

6.1 Any advance payment or prepayment made by the Buyer to the Supplier shall be deemed a fully refundable prepayment and shall not constitute a non refundable deposit, part payment, or irrevocable commitment to proceed, unless expressly agreed otherwise in writing by the Buyer.

6.2 The Supplier shall not apply any prepayment to cancellation charges, administrative fees, material costs, or cost recovery without the prior written consent of the Buyer.

6.3 Title to any goods, materials, or work in progress funded by a prepayment shall vest in the Buyer to the value of the prepayment made.

### 7. Right of Cancellation

7.1 The Buyer reserves the unconditional right to cancel a Purchase Order, in whole or in part, at any time by providing written notice to the Supplier.

7.2 Upon cancellation, the Supplier shall immediately cease all work, procurement, manufacturing, and third-party commitments relating to the Purchase Order.

### 8. Refund of Prepayments

8.1 The Supplier shall refund all prepayments made by the Buyer in full within 7 calendar days of the date of cancellation.

8.2 Refunds shall be made using the original method of payment unless otherwise agreed in writing by the Buyer.

### 9. Delivery

9.1 The Supplier shall deliver the Supplies on the delivery date and to the delivery location stated in the Purchase Order.

9.2 Time for delivery shall be of the essence.

9.3 The Supplier shall immediately notify the Buyer in writing of any actual or anticipated delay.

9.4 The Buyer reserves the right to reject any early, late, partial, or non-conforming delivery.

### 10. Inspection and Acceptance

10.1 The Buyer shall have the right to inspect and test the Supplies at any time prior to or after delivery.

10.2 Inspection or acceptance shall not constitute a waiver of any rights or remedies.

10.3 The Buyer may reject any Supplies which do not comply with the Purchase Order or these Terms and Conditions.

10.4 Rejected Supplies shall be collected by the Supplier at its own cost within 5 Business Days of notification.

### 11. Warranties

11.1 The Supplier warrants that the Supplies shall remain free from defects for a minimum period of 12 months from the date of acceptance by the Buyer, or such longer period as may be stated in the Purchase Order.

11.2 The Supplier shall, at the Buyer's option, repair, replace, or refund any defective Supplies at no cost to the Buyer.

11.3 These warranties shall be in addition to any statutory or common law rights of the Buyer.

### 12. Liability and Indemnity

12.1 The Supplier shall be fully liable for and shall indemnify the Buyer against all losses, damages, costs, expenses, claims, and liabilities arising out of or in connection with (a) any breach of these Terms and Conditions, (b) defective or non-conforming Supplies, (c) delay in delivery, (d) infringement of any intellectual property rights, and (e) death, personal injury, or property damage.

12.2 The Supplier's liability shall not be limited or excluded.

### 13. Exclusion of Supplier Claims

13.1 The Buyer shall not be liable for any loss of profit, loss of opportunity, loss of business, or any indirect or consequential losses claimed by the Supplier arising from or in connection with cancellation of a Purchase Order.

13.2 The Supplier waives any right to claim compensation, cost recovery, or damages in respect of materials ordered, work commenced, or capacity reserved, unless expressly agreed in writing by the Buyer.

**14. Intellectual Property and Documentation**

14.1 All designs, drawings, specifications, schematics, models, data, P&IDs, wiring diagrams, software, documentation, and technical information provided or paid for by the Buyer shall be the exclusive property of the Buyer.

14.2 The Supplier shall not use, disclose, reproduce, or share such information with any third party without the prior written consent of the Buyer.

14.3 The Supplier grants the Buyer a perpetual, irrevocable, royalty-free licence to use any intellectual property embedded in the Supplies for the purposes of operation, maintenance, modification, and replacement.

**15. Confidentiality**

15.1 The Supplier shall treat all information relating to the Buyer, its business, customers, projects, and Purchase Orders as confidential.

15.2 This obligation shall survive termination or completion of the Purchase Order.

**16. Compliance with Laws and Standards**

16.1 The Supplier shall comply with all applicable laws, regulations, and standards, including but not limited to health and safety, environmental, employment, and export control legislation.

16.2 The Supplier shall maintain all required licences, permits, and certifications.

**17. Insurance**

17.1 The Supplier shall maintain adequate insurance, including public liability, product liability, and professional indemnity insurance, with reputable insurers.

17.2 Evidence of such insurance shall be provided to the Buyer upon request.

**18. Assignment and Subcontracting**

18.1 The Supplier shall not assign, transfer, or subcontract any part of the Purchase Order without the prior written consent of the Buyer.

**19. Force Majeure**

19.1 Neither party shall be liable for failure to perform due to events beyond reasonable control.

19.2 The Buyer may cancel the Purchase Order without liability if such events continue for more than 14 calendar days.

**20. Notices**

20.1 All notices shall be in writing and delivered by hand, email, or post to the addresses stated in the Purchase Order.

20.2 Notices shall be deemed received in accordance with standard business practice.

**21. Severance**

21.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**22. Law and Jurisdiction**

22.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

22.2 The courts of England and Wales shall have exclusive jurisdiction.

**23. Entire Agreement**

23.1 These Terms and Conditions, together with the Purchase Order, constitute the entire agreement between the Buyer and the Supplier.